

**ACE DECOR LIMITED  
CHORLEY & PRESTON**

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**New Account Application Form**

Full Name \_\_\_\_\_

Type of Business: (Please circle )- Sole Prop P'Ship Ltd Co PLC Date Comm. Trading \_\_\_\_\_

Invoice Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Mobile Number: \_\_\_\_\_ Tel: \_\_\_\_\_

Email Address; \_\_\_\_\_ Fax No: \_\_\_\_\_

Delivery Address (If Different from above) \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Credit Limit Requested:£ \_\_\_\_\_

Ltd.Co. and PLC only:-Reg. Co. Name \_\_\_\_\_

Registration No. \_\_\_\_\_

Date of Reg. \_\_\_\_\_ VAT No. \_\_\_\_\_

**SOLE PROPRIETOR/PARTNERS/DIRECTORS/CO.SECs (all principals must complete section below – continuation sheet if necessary)**

**Personal Details (if less than 3 years please also give previous address)**

Full Name \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TRADE REFERENCES (Two references to be provided, each with more than 1 years trading)**

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

**You will need to provide a letter head with this application ; -Attached? \_\_\_\_\_**

**You will need to provide photo ID with this application; -Attached? \_\_\_\_\_**

**IMPORTANT: PLEASE READ TERMS & CONDITIONS ATTACHED CAREFULLY  
AND SIGN DECLARATION**

I/We certify that the information shown above is accurate in all respects. I/We agree to abide by the terms and conditions attached. (We draw your attention to 5 & 11 as amended from time to time).

Company \_\_\_\_\_

Signed \_\_\_\_\_

Full Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

(N.B. in case of partnerships, all partners signatures required)-

Please return this form **and** the signed Terms and Conditions

## **Ace Décor Ltd – Terms and Conditions of Trading**

1. **GENERAL.** These conditions with such special conditions as are endorsed upon the face hereof are the only conditions upon which the supplier (Ace Décor) is prepared to deal with the Buyer (person or company to whom goods are supplied) and they solely govern any contract arising out of the supplier's quotation and order acknowledgement to the exclusion of any other expressed or implied conditions.
2. **FORMATION OF CONTRACT.** No contract shall be formed until the Buyer's order has been formally acknowledged or accepted in writing from the Supplier. Any quotation in whatever form given to the Buyer is given subject to these Conditions and does not constitute an offer to sell.
3. **PRICE.** (a) All prices are quoted exclusive of Value Added Tax and are subject to the addition of Value Added Tax at the appropriate rate where applicable.  
(b) All prices are quoted at current prices. Any variation will be confirmed in writing.
4. **PAYMENT** (a) Supply of Goods Only: Unless otherwise agreed in writing payment will be made by the Buyer for each consignment of goods not later than the last day of the month following the month in which the goods are delivered or collected. (b) All payments will be made by the Buyer to the Supplier in full without any deduction, discount or set-off unless otherwise agreed in writing by the Supplier. (c) If any payment is not made by the Buyer by the due date, the Supplier shall be entitled: (i) to charge interest on the outstanding amount at the rate of 4 per cent above the Supplier's Bank's Base Rate accruing daily; (ii) to suspend further deliveries whether under the contract or otherwise and without incurring any liability whatever to the Buyer for delay or non-performance; (iv) to terminate the contact.
5. **DELIVERY AND STORAGE.** (a) Delivery of each consignment of goods shall be made to the place and in the manner designated by the Buyer when placing the order. (b) If goods are to be collected, the Buyer will arrange for the same to be collected with fourteen days of the Supplier given notice to the Buyer that the goods are ready for collection. The Buyer will give the Supplier will give at least two clear days notice of the time and manner of proposed collection. (c) Unless otherwise expressly agreed in writing any delivery or completion times indicated by the Supplier in its quotation or otherwise are business estimates only and the Supplier will not be liable to the Buyer for any loss of damage sustained by the Buyer as a result of the Supplier's failure to comply with such delivery or completion times. (d) If for any reason beyond the Suppliers control the Buyer is unable to accept delivery at the specified date the Supplier shall be entitled to submit a claim for payment as if delivery had taken place. The Supplier will also be entitled to be paid the amount of any additional loss and expense arising from the delay. The Supplier will store goods at the Buyer's expense pending acceptance of the goods by the Buyer. (e) The Buyer shall be responsible for providing labour at the delivery point for the unloading of vehicles. The Supplier will not be liable for shortages or deficiencies or for goods damaged during transit unless written notice is given by the Buyer to both the Supplier and the carriers within seven days of receipt of goods and unless a reasonable opportunity is given to inspect the goods. (f) The Supplier shall be entitled to delay, suspend or cancel deliveries or composition with his Creditors or goes into liquidation (otherwise than voluntarily for reconstruction or amalgamation purposes) or if a receiver is appointed. The Supplier may also exercise these rights if the Supplier has reasonable grounds to believe that any such events are likely to occur.
6. **RISK.** (a) In the event that the goods are to be delivered by the Supplier to a place nominated by the Buyer, the risk therein shall pass to the Buyer when the goods are tendered for delivery at that place. (b) In the event that the goods are to be collected by the Buyer from the Supplier's works, the risk therein shall pass to the Buyer when they are loaded onto the Buyer's vehicle or onto the vehicle of the Buyer's carrier or other agent or at such time as they are available for loading onto that vehicle and would have been loaded onto had it been loaded onto it had the Buyer collected them. (c)  
The Buyer shall be solely responsible for ensuring that the goods are adequately stored in dry accommodation under cover and in accordance with the Supplier's recommendations after the risk therein has passed to the Buyer, and the Supplier shall not be responsible for any loss or damage or deterioration of the goods from whatever cause arising.
7. **TITLE.** The risk in the goods shall pass from the Supplier to the Buyer upon delivery of such goods to the Buyer. However, notwithstanding delivery and the passing of risk in the goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Supplier has received in cash or cleared funds payment in full for all goods delivered to the Buyer under this and all other contracts between the Supplier and the Buyer for which payment of the full price of the goods hereunder has not been paid. Payment of full price for the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Supplier and the Buyer under which the goods were delivered. Additionally, the Supplier shall be entitled: (a) to re-posses all or any of the goods if at any time the Buyer has defaulted in any payment or if the reasonable opinion of the Supplier may enter onto any land of the Buyer for the purpose of so re-possessing the goods. (b) Any proceeds from or arising out of the disposal or other use of the goods by the Buyer shall be held on trust by the Buyer for the Supplier absolutely.
8. **VARIATION OF CONTRACT.** No instruction in respect of any variation of the goods shall be of any effect until confirmed in writing but the Buyer. The additional costs of any such variation shall either be agreed in writing before the additional work commences or will be authorised in writing by the Buyer on an agreed time and material basis.
9. **WARRANTY.** (a) Where goods supplied by the Supplier incorporate components or materials manufactured by other supplier the Supplier will give no warranty in respect of such components or materials and shall be under no liability in respect thereof (save pursuant to sub-clause (d) hereof). (b) The Supplier warrants that insofar as the goods are of the Supplier's own manufacture them shall be free from defects in workmanship or materials at the time of delivery. If the goods do not conform to such warranty or in the event of errors in quantity or type of materials supplied the Supplier will at it's option : (i) replace or re-supply the goods found not to conform to the warranty or to have been wrongly supplied; or (ii) take such steps as the Supplier deems necessary to bring the goods into a state where they are free from such defects provided that the liability of the Supplier under (i) and (ii) above shall in no event exceed the purchase price of the goods. (iii) Performance of any of the above options

(limited as above) shall constitute an entire discharge of the Supplier's liability under this warranty. (c) The foregoing warranty is conditional upon: (i) the Buyer giving written notice to the Supplier of the alleged defect in the goods within seven days of the time when the Buyer discovers or ought reasonably to have discovered the defect and in any event within three months of delivery of the goods; and (ii) the Buyer affording the Supplier a reasonable opportunity to inspect the goods. (d) The Supplier further undertakes that insofar as the goods are not of his own manufacture he will use his best endeavours to secure recompense from his suppliers in respect of any defect in workmanship or materials notified to him within three months of delivery of the goods and will pass on to the Buyer the Benefits of any guarantees or indemnities given to him in respect thereof by his suppliers.

10. **EXCLUSIONS.** (a) Save as provided in clause 9 hereof: (i) all conditions and warranties, express or implied, as to the quality or fitness for any purpose of the design or the goods are hereby expressly excluded; and (ii) the Supplier shall be under no liability for any loss or damage (whether direct, indirect or consequential), howsoever arising, which may be suffered by the Buyer. It is hereby expressly agreed that any statements as to quality made by the Supplier do not form part of the description of the goods. (b) The goods are designed to meet certain integrity, stability and other structural requirements only where they are installed strictly in accordance with the written instructions of the Supplier and used for applications specifically recommended and approved by the Supplier. The Supplier shall be under no liability for any loss or damage howsoever arising which may be suffered by the Buyer where such instructions have not been followed or where the applications have not been specifically recommended and approved by the Supplier.

11. **INTERNAL DEFECTS, DAMAGE, SHORTAGE AND NON-DELIVERY.** (a) The Buyer shall have no claim in respect of any breach of contract on the part of the Supplier which should have been apparent on a reasonable visual examination of the goods unless: (i) the Receipt for the goods is qualified by a written remark to that effect; and (ii) a written claim is submitted by the Buyer to the Supplier within seven days of delivery or receipt of the Supplier's delivery note as the case may be.

12. **HEALTH AND SAFETY.** The Buyer will, on or before delivery of the goods, if so requested by the Supplier, enter into a written undertaking to take such steps as may be specified to the Buyer by the Supplier and set out in such undertaking relating to the safe and proper use of the goods without risk to health. The Buyer shall indemnify the Supplier in respect of any liability, monetary penalty or fine or in respect of or in connection with the goods incurred by the Supplier under the Health and Safety at Work etc Act 1974 or any statutory modification or re-enactment thereof or any regulations, orders or directions made thereunder.

13. **DRAWING AND DESCRIPTIONS.** All drawings, photographs, illustration, specifications, performance data, dimensions, weights and the like, whether contained in the contract or made by the way of representation or otherwise, are provided by the Supplier in the belief that they are as accurate as reasonably possible, but they do not constitute a description of the goods and shall not be taken to be representations made by the Supplier and are not warranted to be accurate.

14. **ALTERATIONS AND MODIFICATIONS.** (a) The Supplier may without notice to the Buyer carry out alterations or improvements in design, materials or methods of manufacture from time to time and may substitute other reasonably similar parts for any proprietary or special parts ordered by the Buyer and which the Supplier considers to be unprocurable, or unprocurable in sufficient quantities or in sufficient time or procurable only with difficulty or at excessive cost. (b) Further the Supplier may supersede, materially alter or abandon the design or type of goods contracted for any may substitute another type or design. In exercising this right, the Supplier shall give written notice to the Buyer who may within fourteen days after such notice is given terminate the contract by giving notice to the Supplier. If the contract so terminated the deposit, if any, shall be returned to the Buyer but no claim for loss or damage may be made. (c) If, in the opinion of the Supplier, there is no design or type which could reasonably be substituted under sub-clause 16(b) the Supplier's obligation to complete performance of the contract shall be suspended until such time as a substitute therefore can be found and becomes available.

15. **FORCE MAJEURE.** The Supplier shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever beyond the Supplier's control including, but not limited to : any act of God; war; civil disturbance; requisitioning; governmental or parliamentary restrictions; prohibitions or enactments of any kind; import or export regulations; strike; lockout or trade disputes ( whether involving the Supplier's employees or those of any other person); difficulties in obtaining labour or materials; breakdown of machinery; fire; or accident. Should any such event occur the Supplier might cancel or suspend this contract without incurring any liability for any loss or damage thereby occasioned.

16. **CANCELLATION.** If the Buyer cancels any contract, the Supplier will be entitled to be paid for all goods supplied and for all expenditure incurred up to the days of receipt of the written notice of cancellation, together with loss of anticipated profit on the contract.

17. **GOVERNING LAW.** The contract shall be construed in accordance with and governed by the Law of England, which shall be the proper law of the contract.

18. **ERRORS AND OMISSIONS.** The Supplier reserves the right to amend any error or omission in its quotation.

Customer Signature \_\_\_\_\_ Name \_\_\_\_\_

Position \_\_\_\_\_ Company Name \_\_\_\_\_ Date \_\_\_\_\_