Blok 'N' Mesh Global Limited Credit Application Form Application for 30 days credit account facility

Please answer all the questions below and return to the following address: Accounts Department, Blok 'N' Mesh Global Limited, 36A, Great Baddow, Chelmsford, CM2 7HY



Or alternatively email: newaccounts@bloknmesh.com

COMPANY INFORMATION			
Trading Name		Reg. Name of Company (if Different)	
Registered Office Address		Trading Address if Different	
Telephone Number		Fax Number	
Accounts Email Address for Statements and Invoices		Buying Contact	
		Telephone Number	
		Email Address	
VAT Registration No.		Date Registered	
Maximum Credit Required		Company Registration Number	
Have you ever held an account with a Crownlea Group company?			

DIRECTOR INFORMATION

Please give full names, D.O.B and addresses of two directors. Please note the address cannot be the company registered office address. (We reserve the right to request proof of ID)			
Name		Date of Birth	
Address			
Name		Date of Birth	
Address			

BANK INFORMATION			
Bank Name and Address		Sort Code	
		Account Number	

TRADE REFERENCES

Please note that we require three years of accounts to be filed to process this application, should this not be available, please complete the trade references below. Please note that trade references that are linked to your registered office or have common directors with your company will not be accepted.			
Name			
Address			
Telephone/Fax Number		Email Address	
Name			
Address			
Telephone/Fax Number		Email Address	
Name			
Address			
Telephone/Fax Number		Email Address	

AGREEMENT TO THE COMPANY'S TERMS AND CONDITIONS

I/we give my/our consent to a credit search being performed on the both the company and owners/directors of this organisation both now and at any time in the future. I understand this search will be recorded with a credit reference agency and maybe disclosed to subsequent enquirers. I/We hereby acknowledge receipt of a copy of your standard terms and conditions of sale/hire which I/We have read and which I/We accept shall apply to every sale/hire contract entered into between us. In particular, I/We have noted and accept all the conditions relating to the granting of credit, terms of payment and retention of title and property in all goods supplied until all monies outstanding under any sale/hire contract have been received by the way of cleared funds.			
Signed		Position	
Print Name		Date	
Please enclose a copy of your company letter head with this application			

 CROWNLEA GROUP FINANCE INTERNAL USE ONLY

 Depot
 Sales Contact

 Credit Report Recommendation
 Credit Limit Assigned

 Authorised By
 Date

 BNM A/C No
 Date Opened

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INTERPRETATION

In these Conditions the following words have the following meanings: Affiliate' means any member of the Crownies Group of Companies which is not the Supplier. "Conditions" means the terms and conditions set out in this document; "Conditions" information" means the existence and terms of this Contract as well as all information relating to the Supplier's busines and products (including without limitation operations, plans, market opportunities, customers, know-how (including without limitation designs, processes of production and technology), trade secrets and software) disclosed to the Customer (whether in writing, orally by by any other medium): "Compared Terms Terms"

"Contract" means the agreement entered into between the Customer and the Supplier for the sale and/or hire of Hire Goods and Products as well as the provision of Services, incorporating (as applicable):

s well as the provision of Services, incorporating (as applicable): these conditions, as an enteroid from time to time: in my National Supply Agreement enteroid in time to time: the terms of any Order Acconveldgement. Source means in relation to a body corporate, the power of a person to secure that its affairs are conducted in accordant scheder of the terms of any order Acconveldgement. Source means of the holding of shares or the possession of voling power in or in relation to that or any other body corporate. L by means of the holding of shares or the possession of voling power in or in relation to that or any other body corporate. L by means of the holding of shares or the possession of voling power in or in relation to that or any other body corporate. J by means are not experiment on the power of a seccetation or any other document regulating that or any proporate.

coporate "Custome" means a person or organisation that has entered into a Contract with the Supplier for the sale of Products and/or hire of Hire Goods by signing and returning an Order Acknowledgement; "Delivery Address" has the meaning given in Condition 9.1; "Delivery Address" has the meaning given in Condition 9.1;2: "Hire Goods" means any temporary fencing panel, panel accessory, machine, article, tool, and/or device together with any accessories specified in the quotation or Order Acknowledgement which are hired to the Customer; "Hire Prode" has the meaning given in Condition 8.2; "Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities:

itabilities; "Limit of Indemnity" currently the maximum amount of £5,000,000 reduced by any one occurrence or all occurrences of a series consequent on or attributable to once source or original cause happening during any period of insurance for which the indemnifying party's

Lunt or incernary devices and the source or original cause happening during any period or insolution in insurers accept a premium; National Supply Agreement means an agreement entered into between the Supplier and the Customer on a national basis which incorporates terms which will form part of each Contract entered into between the Customer and Supplier within its term; "Order" means a nequest to purchase Products and/or thire Godds submitted to the Supplier; "Order Acknowledgement" means a confirmation sent by the Supplier to the Customer, confirming acceptance of an Order subject to the Customer's acceptance of the terms contained in such Order Acknowledgement and these Conditions in accordance with Condition "Order Acknowledgement" means a confirmation sent by the Supplier to the functions in accordance with Condition "Order" here the terms on the terms contained in such Order Acknowledgement and these Conditions in accordance with Condition "Order" here the terms on the terms contained in such Order Acknowledgement the time the order is accepted; eans the price for the Products and/or Services (as appropriate) current at the time the order is accepted;

"Products" means the products sold to the Customer by the Supplier pursuant to a Contract; "Rental Charges" means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire

1.2

In these Conditions: 1.2.1 All headings and references to them are for identification and indexing purposes only and they shall not affect the constru-

- or interpretation; References to conditions are to be construed as references to the clauses of these Conditions, except where expressly stated obscured. 1.2.2
- 1.2.3 any reference to any statute, law, statutory instrument, regulation or other similar instrument having the force of law shall be deemed to include any lawful amendment, re-enactment, extension, replacement, modification, consolidation and/or repeal
- 1.2.4
- 1.2.5
- thereot; Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender; any reference to a person shall, unless the context otherwise requires, include natural persons, firms, partnerships, corporate bodies, unincorporated bodies, corporations, associations and all other legal persons of whatever kind howsoever constituted; any reference to "include", "includes", "including" and "included" shall be construed without limitation, unless inconsistent with the context; and Any reference to a "party" shall mean either the Supplier or the Customer as the context requires and reference to "parties" shall mean both of them. 1.2.6

2

- PLCATION
 These Conditions alone shall govern and be incorporated in every Contract for the hire of Hire Goods, sale of Products and/or prov
 of Services made by or on behalf of the Supplier with a Customer. They shall apply in place of and prevail over any terms or cond
 (whether or not in conflict or inconsistent with these Conditions) contained or referred to in any documentation submitted by the Custo
 in correspondence or elsewhere or implied by thate custom, practice or crouse of desiling. In Services (as appropriate) shall (with
 end to a service or a service) or implied by thate custom, practice or course of desiling. In Services (as appropriate) shall (with
 end to any other maniform) in which acceptance of these Conditions may be evidenced) be deemed to cons
 a variation of these Conditions is valid only if it is in writing and signed by a director or duy authorised representative of the Supplier 2.2
- 2.3

ORDERS, QUOTATIONS AND ACCEPTANCE

- and/or hire Goods by submitting an Order to the Supplier in 3.1
- 3.2.2
- areon may request to purchase Products and/or hire Goods by submitting an Order to the Supplier in writing, owing receipt of an Order, the Supplier may: provide a Service Specification: provide a guardation for the estimated Price and/or Rental Charges; and/or where applicable, confirm the Price and/or Rental Charges in accordance with the pricing contained in the National Supply where applicable, confirm the Price and/or Rental Charges in accordance with the pricing contained in the National Supply ⁵ where applicable, confirm the Price and/or Rental Charges in accordance with the pricing contained in the National Supply Agreement.
 Following receipt of an Order, the provision of information pursuant to Condition 3.2 and any other negotiations between the parties, the Suppler may issue an Order Acknowledgement stills of the Products and/or Hire Goods, the Price, the Hire Period and other relevant terms of the Contract. This Order Acknowledgement constitutes an offer by the Supplier to enter into the Contract.
 Following provision of the Order Acknowledgement, lift the potential Customer withes to proceed with the Order, it must return a signed original to the Supplier by writing within 7 days.
 Upon receipt of a signed coxy of the Order Acknowledgement, a binding Contract will be formed between the parties.
 Where no Order Acknowledgement is issued and the parties otherwise agree the Supplier will supply Hire Goods, Products and/or Hire Goods specified on the relevant terms of any Contract entered into by the Customer will only apply in relation to the Products and/or Hire Goods specified on the relevant Order Acknowledgement. Any subsequent Order I Order I Acknowledgement and on advect and/or Hire Goods submitted on the relevant Order Acknowledgement. Any subsequent Order I Order Order Charlow in the terms of any Contract entered into by the Customer will only apply in relation to the Products and/or Hire Goods specified on the relevant Order Acknowledgement Cloref I Products and/or Hire Goods submitted by the Customer will, it confirmed and accepted in accordance with the terms of this Condition 3, be subject to a separate Contract. 3.3
- 3.4
- 3.5 3.6
- 3.7

DESCRIPTION

4.1

- SCRIPTION The quantity and description of the Hire Goods, Products and/or Services shall be as set out in the Order Acknowledgement. Any representations about the Hire Goods, Products and/or Services shall have no effect unless expressly agreed in writing and signed by a director or authorised representative of the Supplier and incorporated into the Contract. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. All samples, drawings, designs, descriptive matter, specifications, particulars of weight and dimensions and advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Hire Goods, Products and/or Services described in them. They shall not form part of the Contract and this is not a sale by sample. The Supplier coepts no responsibility for any errors, omissions or other deflects in any drawings, designs or specifications not prepared by the Supplier of labilities arising from or in connection with any fluctions. 4.3
- 4.4

- 5.2
- 5.3
- 5.4
- 5.5
- tosses, costs or liabilities arising from or in connection with any Customer Specifications.

 RENTAL CHARGES AND PRICES FOR PRODUCTS AND OTHER SERVICES

 Unless otherwise agreed by the Supplier in writing, any deposite payable, the Rental Charges payable for the Hire Goods and the Price
 payable for the Products and Services shall be the price set out in the Supplier's published list of prices as may apply from time to time
 or such other Rental Charges and/or Price specified in the Order Acknowledgement.
 The Supplier may any time prior to the Delivery of the Hire Goods, Products and/or provision of the Services:

 52.2 Withdraw any discourt from its normal prices; and/or
 price set out in the Services to the Including costs of any goods, materials,
 costs of any goods, materials, carriage, labour or overheads and the increase in costs including
 obts of any goods, materials, carriage, labour or overheads and the increase or imposition of any tax, dury or other levy,
 other factors the Supplier arial, be antitled to increase the Rental Charges to take account of Inflation, increases in costs including
 outs of any goods, materials, carriage, labour or overheads and the increase or imposition of any tax, dury or other levy.
 Where the Order Acknowledgement states that a depositi to be paid by the Customer, the Supplier shall be entited to increase the other levy.
 Where the Order Acknowledgement states that a depositi to be paid by the Customer.
 Where the Supplier shall be entialino to packaging, loading, uncloading, carriage and insurance, all of which the Customer
 shall pay in addition when it is due pay for the Hire Goods/Products and/or Services.
 The charges for Services and ble on a time and materials basis, loading, cloading, uncloading, acarriage and insurance, all of which the Customer
 shall pay in addition the customer for any tax, dury or duth the Customer shall additionally
 be Liable sort Charges in press reasonading, loading, uncloading and insurance, all of which the Customer
 shall pays in addition when it is 5.6

PAYMENT & TERMS

- 6.3 6.4 6.5
- 6.6
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- **WHENT & TERMS**less otherwise specified in the Contract:

 the Price for any Products will be paid in full by cleared funds by the Customer within [30] days of the date of the invoice.

 the Price for any Products will be paid in full by cleared funds by the Customer within [30] days of the date of the invoice;
 may charges for Hirs and Services will be paid in full by pleared funds by the Customer within [30] days of the date of the invoice;
 may charges for Hirs and Services will be paid in full by pleared funds by the Customer within [30] days of the date of the invoice;
 may charges for Hirs and Services will be paid in full by pleared funds monthly in advance throughout the Hirs
 price of the max of the customer within the paid in cleared funds monthly in advance throughout the Hirs
 price of such Products; the full Price of such Products; and
 in relation to Hirs Goods, any deposit and the first monthly instalment of the Rental Charges.
 The time for any payments by the Customer under a Contract shill be of the estence. Payment shall not be deemed to be made until the
 Supplier has received cleared funds in respect of the full amount outstanding.
 The Customer shall pay all surveil to the Supplier by the due date, the Supplier reserves the right to terminate or suspend the Contract in
 whole or in part allowing in to continue would result in the Customer exceeding its credit limit to the credit limit barged wasceded.
 The Supplier and any of its Allitiates may, angly any credit balance (whether or not then due) by which the Supplier or any of the Submer or any of the Submer or any of the Supplier view of the Customer or any of the Allitates and/angly any arc contract shall become (whether or not then due) by which the Supplier or any of the at any time
 beneficially entitled on any account of the Supplier or its Affiliates against any indebtedness of the Customer or any of the submer or any of the Submer or any of the Supplier or a Contract shall become due inmutatious cleaned and payable by the
 Customer of Allitate 6.8
- 6.10 Notwithstanding any other provision of this Agreement, II, in the opinion of the Supplier, the credit-worthiness of the Customer deteriorates before Delivery of the Hire Goods or Products or provision of the Services, the Supplier may require full or partial payment of the price prior to delivery or the provision of security for payment by the Customer in a form acceptable to the Supplier.
- pror to generaty or the provision of security for payment by the Customer in a form acceptable to the Supplier. If the Customer fails to make any apyment in full on the due date the Supplier may clarage the Customer interest & compensation (both before and after judgement/decree) on the amount unpaid at the rate implied by law under the Late Payment of Commercials Debts (Interest) Act 1996. 6.11

Company Registration Number: 12462123. Registered Address: Leytonstone House, Leytonstone, London E11 1GA.

- 6.12 6.13
- 6.14
- (Without projudice to any other right or remedy of the Company any payment by the Customer by cheque, which results in a cheque being referred to drawest for whatever reason, will incur a charge of £50 d0 plus. Var per cheque payable by the Customera] Any uppaid invoices from the Supplier to the Customer which are referred to the Legal Department for collection will incur a administration cost of £50 00 plus. The amount of any deposit, rental and/or charges for any services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire of goods it must be paid in advance of the Customer inting the Hire Goods. Exploring any been taken in advance for the hire a deposit has been taken in advance for the hire a deposit has been taken in advance for the hire a deposit has been taken in advance of the Customer inting the Hire Goods.
 6.13.2 Where a deposit has been taken in advance for the hire of goods, a refund will be issued within 7 days of a request being received once all here and additional costs have been calculated and any outstanding balance deducted from thereInd due. Customer hing the Hire Goods.
 Without provide to any output of the Customer. The Supplier in the supplier in the support on the support on withstanding any prior appropriation of the payment by the Customer. In the Supplier in the event of default of payment by the Sustomer I hills a Company. Limited Partnership inting verses on then the Supplier in any sustain of nicure or which may be brought or established to even which here sold of advance of all and any points appropriate of any payment the to the Supplier in a sustain of incur or which may be brought or established against the Supplier burners (as appropriate) of the Customer I is a Company. Limited Partnership pointy person which attes (or a) indention to by the sold of all and any points adpropriate advance of the Supplier under any contract for any reason then the Supplier may s 6.15

RISK, TITLE AND INSURANCE

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products if

- 7.1
- isk in the Hire Goods and/or Products will pass immediately to the Customer upon Dailvery. isk in the Hire Goods and/or Products will not pass back to the Supplier from the Customer until the Hire Goods and/or Products have en returned to the physical possession and control of the Supplier. This shall apply even If the Supplier has agreed to cease charging 7.3
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- - 7.8.2 7.8.3
 - 7.8.4 7.8.5
 - 7.8.6
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 - 7.9.1
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- 7.9.3 7.10 Notv 7.10.1
- Str. TICL AND INSURANCE
 Risk in the Hite Goods multiple Products will pass back to the Suppler from the Customer running the Hite Goods and/or Products will not pass back to the Suppler from the Customer running the Hite Goods and/or Products will not pass back to the Suppler. This shall apply even if the Suppler has agreed to cease charging any Rental Charges.
 The Inte Hite Goods remains at all times with the Suppler. The Customer has no right, title or interest in the Hite Goods except that they are hired to the Customer. Title in any Hite Goods remains at model thengo. The Customer may only re-hire the Hite Goods to a thirdpary with the suppler runni all monies payable to the Suppler by the Customer on any only re-hire the Hite Goods to a thirdpary with the suppler must not deal with the title or any interest in the Hite Goods. This includes but is not limited to selling, assigning, mortgaing, androg thire, averting all are hadfor tanding. The Customer may only re-hire the Hite Goods to a thirdpary with the suppler may provide insurance shall be held by the Customer the Customer. Harmadvey the Suppler may require the Customer that may provide insurance shall be held by the Customer and at all times with the Suppler any period in the suppler on advess pays require the Products has passed to the Customer and at the Hite Goods. The Customer must not compromise any claim in respect of the Hite Goods and and any associated insurance without the Suppler system of the Products in a flocustry capacity and shall.
 Inte tan the Products has assed to the Customer and at all times with the suppler may the previse in possession of the Products in a flocustry capacity and shall.
 Inte tan the Products has assed to the Customer and at all times with the suppler system of the Product shall as suppler any the termination events at the suppler system of the suppler system of the Products and the remains and the suppler any of the Product shall as the Suppler and the tinte Goods to th 7.10.2
- On te 7.11 ination of a Contract for any reason, the Supplier's (but not the Customer's) rights contained in this Condition 7 shall remain in
- 7.12 7.13
- 7.14
- effect. The Customer's right to possession of the Hire Godd/ Products shall terminate immediate it any of the matters set out in condition 13 occur; or (b) the Customer encumbers or in any way changes any the Hire Godd/Products. The Supplier shall be entitled to recover payment for the Hire Godd/Products notwithstanding that ownership of any of the Hire Godd/Products has not passed from the Supplier. Where the Supplier is unable to determine whether any Hire Godd/Products are the Hire Godd/Products in respect of which the Customer's right to possession has terminated, the Customer shall be determed to have sold all Hire Godd/Products of the kind hired/sold by the Supplier to the Customer in the order in which they were involced to the Customer.
 REPERIOD

 Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer.

 The 'Hire Period' may be for a fixed duration as specified on the quotation or order acknowledgement or continue on a daily or weekly basis (as agreed) until cancelled by either party by giving such period of notice as has been agreed between the parties or, if no notice period is agreed until:

 1
 The physical result of the Hire Goods by the Customer to the Supplier's possession; or

 2
 The physical result or collection of Hire Goods by the Supplier; or

 3
 The Supplier giving the Customer no less than 14 days' notice, it being acknowledged and accepted by the Customer that unless otherwise agreed in withing by the Supplier; it, the minimum Hire Period Shall be four weekly.

 Unless otherwise agreed in withing by the Supplier; it, the minimum Hire Period Shall be four weekly.

 Unless otherwise agreed in withing by the Supplier; it, the minimum Hire Period Shall be four weekly.

 Unless otherwise agreed in the Contract, where the hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the hire shall not exceed 3 months. Accordingly the hire of any Hire Goods is no tocovered by the Consumer Credit Act 1974.
 HIRE PERIOD

DELIVERY, NON-DELIVERY AND SERVICES "Delivery" shall be deemed to have been effected as follows: 9.1.1 When the Supplier makes the Hire Goods and/or the Products available at the Supplier's premises for the Customer to collect;

Toellwory' shall be deemed to have been effected as follows:
 When the Suppler makes the Hire Goods and/or the Products available at the Suppler's premises for the Customer to collect; or or suppler and the Suppler system and the Customer (the "Delivery Address) (at its standard delivery cost), when the Hire Goods are made available for unloading at the Delivery Address) (at its standard delivery cost), when the Hire Goods are made available for unloading at the Delivery Address) (at its standard delivery cost), when the Hire Goods are and/or Products is the Customer's premises or an alternative site named by the Customer (the "Delivery Address) (at its standard delivery cost), when the Hire Goods and or Products (as appropriate) unless expressly agreed otherwise. Where it is agreed that the Suppler to bale or unload at the Goods and or Products (as appropriate) unless expressly agreed otherwise. Where it is agreed that the Suppler to bale or unload at Hire Goods and or Products (as appropriate) unless expressly agreed otherwise. Where it is agreed that the Suppler to bale or unload the file Goods on Products (as appropriate) unless expressly agreed otherwise. Where it is agreed that the Suppler to bale or unload the file Goods on Products are made available to the courier making the delivery at the Suppler's premises.
 Vhere belivery at the Suppler to bale or unload the full of products are made available to the courier making the delivery at the Suppler's premises.
 Where the Suppler has agreed to provide Services:
 the employees, agents or sub-contractors of the Suppler ("Suppler's Personnel") engaged to provide the Services to the Customer will be liable for any costs of the Suppler's necessary for the Suppler's personnel and for any Campara events accurate at a result of the Suppler's Personnel and for any Campara events accurate and pregared before the Services are delivery of the Suppler's Personnel and cran control. The Customer shall be allow

such an event. Such an event. Such an event. Suppler warrants to the Customer that the Sarvices will be provided using reasonable care and skill. The Suppler may cancel Delivery of some or all of the Products and/or Hire Goods if the Suppler acting in its absolute discretion believes it would be unsafe, unlavily unnecessarily or difficult to deliver to the Delivery Address. In the event of the Suppler relaxing to make Delivery to the Delivery Address in accordance with this Condition 9.6 Delivery shall take place upon return of the Hire Goods/Products to the Suppler splace of business. Where applicable. If the Suppler delivers to the Customer of quantity of Hire Goods/Products of up to 10% more rises than the quantity of Hire Goods/Products or any of them by reason of the surplus or shortfall and shall pay for such goods at the por rate rate. The Suppler may deliver the Hire Goods/Products in separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Where Delivery is to be made to a Delivery Address, the Customer shall neurue it has authorised employees with the necessary skill, expertise and equipment to safely unload the Products and/or thire Goods. The quantity of any consignment of Hire Goods/Product as recorded on dispatch from the Supplier's place of business shall be conclusive evidence of the quantity received on Delivery. The Supplier shall not be lable for any falure to make Delivery of Hire Goods and/or Products if:

and of in the quality fedewal of between the subplet shall hit be labe to any failure to make belivery of med solute and of the sites if: spin was unable to gain safe and appropriate access to the Delivery Address to make the Delivery; the Delivery Address is maccurate; authorised endpoyees of the Customer were not present to receive Delivery in accordance with Condition 9.9, and/or the Customer fails to notify the Supplier in writing of a failure to make Delivery within 72 hours of the proposed died of Delivery, tibility of the Supplier for failure make Delivery to the line Goods/Products shall be limited to registing the Hire Goods/Products in a reasonable time or issuing a credit note at the pro rata Contract rate against any involce rated for such Hire Goods/Products in a reasonable time or issuing a credit note at the pro rata Contract rate against any involce rated for such Hire Goods/Products in a reasonable time or issuing a credit note at the pro rata Contract rate against any involce rated for such Hire Goods/Products en Hire Goods/Products are delivered by a third party courier, proof of delivery may be requested but will be supplied at the pillers discretion and if supplied shall be given in the form supplied by the courier to confirm Hire the Goods/Products have been veer (Any reacof of the rece)ent's signature/printed Name obtained by the Courier shall be conclusive evidence of the veey (including the quantity of such Consignments) comprised in the Consignment.

- CARE OF HIRE GOODS
 The Customer shall during the Hire Period:
 The Customer shall during the Hire Qeods, their working mechanisme, or any other parts of them:
 10.1 not interfere with the Hire Goods, their working mechanisme, or any other parts of them:
 10.1 not interfere with the Hire Goods, their working mechanisme, or any other parts of them:
 10.1 not interfere with the Hire Goods, their working mechanisme, or any other parts of them:
 10.1 not interfere with the Hire Goods, their working mechanisme, or any other parts of them:
 10.1 not interfere with the Hire Goods, their working mechanisme, or any other parts of them:
 10.1 not interfere with the Hire Goods subtraction of the Wire Goods.
 10.1 notify the Supplier (Including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Hire Goods are at all times safe and without risk to health when they are being set, used, cleaned or maintained by the Customer;
 10.1.5 keep the Supplier (Iuly informed of all material matters relating to the Hire Goods:
 10.1.6 not, without the prive written consent of the Supplier part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underfer or lend the Hire Goods or allow the creation of any mortgage, charge, lien or other security interestin

- 10.1.9
- 10.1.10
- He, threads a property and the Hire Goods or anow are created and the Hire Goods remain identifiable as being the Supplier's property and shall not remove or obscure any markings to that effect. The Goods for any unlawful purpose: ensure that all all times the Hire Goods remain identifiable as being the Supplier's property and shall not remove or obscure any markings to that effect. Take adequate and proper measures to protect the Hire Goods from theit, damage and/or other risks; upon the Supplier's request, provide details of the location of the Hire Goods and permit the Supplier at all reasonable times to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated; keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the United Kingdom without the prior written consent of the Supplier; be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Survices: 10.1.11 10.1.12
- 10.1.13 10.1.14
- 10.1.15
- 10.1.16 i The Hire 10.2
- legislation, best practice and/or operating instructions except to the extent that the Supplier mais agreeu to provide series of any Services: not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Hire Goods; not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and where the Hire Goods require fuel, oil and/or electricity ensure that the proper type is used and that, where appropriate, the Hire Goods are properly fitted by a qualified and competent person; and notify the Supplier of any change of its address and upon request provide details of the location of the Hire Goods. Hire Goods must be returned by the Customer in good working order and condition (fail wear and tear excepted) and in a clean filtion (weryday grine excepted) together with all insurance policies, licenses, registration, operation and/or salety instructions and drocks.

- DAMAGE TO PRODUCTS AND HIRE GODDS
 The Customer acknowledges and agrees the nature of the Products and Hire Goods and their use is likely to lead to fair wear and tear
 and cosmetic damage. The Supplier will not be liable for any damage to any Products or Hire Goods unless:
 11.1.1 the cause of such damage to excurred prior to Delivery;
 11.1.2 such damage is occurred prior to Delivery;
 11.1.3 the cause of such damage to caused by the clustomer, is demonstrating the supplier will not clustomer is prevented from suppliers.
 11.1.4 the damage reduces or removes the functionality of such hire Goods and/or Products.
 11.1.4 the damage reduces or removes the functionality of such hire Goods or Products.
 11.1.4 the damage reduces or removes the functionality of such hire Goods and to clustomer, its employees, gents, contractors, representatives, suppliers or customers; and
 11.1.4 the damage reduces or removes the functionality of such hire Goods and/or Products.
 11.1 the Supplier mean is prevented from using Product due to damage not excluded pursuant to Condition
 11.1, the Supplier may make an appropriate reduction to the Rental Charges provided that the Customer is forwards the reduction to the Rental Charges provided that the Customer informs the Supplierimmediately
 of the damage.
- 11.2
- 11.3
- 1.1.1. ure suppier may make an appropriate reduction to the Rental Charges provided that the Customer informs the Supplierimmediately of the damage. The Customer shall be Liable for all expenses, loss (including loss of Rental Charges) and/or damage suffered by the Supplier anising from any breakdown of the hile Goods due to the customer's negligence or insuse of the Hire Goods or as a result of or in connect with any other failure to comply with these Conditions. The Customer will be responsible for the cost of all maintenance and repair of Hire Goods deemed necessary by the Supplier during the Hire Fedid which arise otherwise than as a result of fair wear and tear and/or an inherent fault. The Customer wise thore is not estimate the time of the Hire Goods does on writing by the Supplier. The remedies specified in this Condition 11 shall be the Customer's sole remedies in respect of any damage to Hire Goods and/or Productis. 11.4
- 11.5 11.6 11.7

LOSS OR DAMAGE TO THE HIRE GOODS

- SS OR DAMAGE TO THE HIRE GOODS If the Hire Goods are returned damaged, unclean and/or in a defective state (excepting due fair wear and tear), the Customer shall be Lable to pay the Suppleir of the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for rehire and Rental Charges unfil such repairs and/or cleaning have been completed. The Customer will pay to the Suppleir the replacement tost on a new for old basis of Hire Goods which are lost, stolen and/or damaged beyond economic pair during the Hire Period less the amount paid to the Suppler under any policy of insurance taken out in accordance The Customer what alia also pay to the Suppler Rental Charges until the Supplier has been paid the amount representing the replacement cost of such Hire Goods in full. 12 12.1
- 12.2
- 12.3

13 13.1 QUALITY OF PRODUCTS

- 13.2
- ALTY OF PRODUCTS
 The Supplier warrants that (subject to the other provisions of these conditions) on delivery of Products shall: (a) be of satisfactory quality
 within the meaning of the Sale of Goods Act 1973; (b) be reasonably fit for any particular purpose for which the Products are being bought
 for if the Customer had made know that purpose to the Supplier in writing and the Supplier has confirmed in writing that it is reasonable
 for the Customer had made know that purpose to the Supplier in the statisfactory quality
 are given in lieu and shall acclude the operation of the implied terms as t satisfactory quality and fitness for the purpose in the Sale of
 Goods Act 1972, to the fullest activate permitted by lieu. In warranties in condition 1.1 1 unless: (a) the Customer pixes written notice of
 The defact shall not be allowed to the upplier is being delivered; and (b) the Supplier is given neasonable opportunity after
 receiving the notice of the defact for the two the Supplier's being delivered; and (b) the Supplier is given neasonable opportunity after
 receiving the notice of the defact for a breach of any of the warranties in condition 1.3.1 (ii) and the Customer rake any further use of such
 Products after giving such notice, or (b) the defect arises because the Customer failed to follow the Supplier's place driver deriver der any any of the warranties in condition 1.3.1 (ii) and the Customer make any further use of such
 Products after giving such notice, or (b) the defect arises because the Customer failed to follow the Supplier's place driver deriver deriverer deriver deriver derive 13.3
- 13.4 13.5
- If the suppler complete swith conduton 1.3.4 is shall have no further liability for a breach of any of the warranties in condition 1.3.1 in respect of such Products and any Products replaced shall belong to the Suppler. To the greatest extent permitted by applicable law, any warranty as to the nature or quality of any Products or Hire Goods not set out in this Condition 13 is expressly excluded. 13.6

14 14.1

TERMINATION 14.1.1

- 14.1.3 14.1.4 14.1.5 14.1.6
- TION event the Customer: fails to make any payment to the Supplier when due; breaches any term of the Contract and, where the breach is capable of remedy, has not remedied the breach within 7 days of recaving notice requiring the breach to be remedied; persistently breaches the terms of the Contract; pledges, charges or reates any form of security over any kine Goods; caeses or threatens to caese to carry on business, or proposes to composed with its creditors, applies for an interim monatorium or complexity illuvitation, has a receiver, administrator or administrative requires appointed over and vine of a security on the camposed or the contract; pledges, charges or reates any from of security over any kine Goods; caeses or threatens to caese to carry on business, or proposes to composed with its creditors, applies for an interim monatorium or compulsory illuvitation, has a receiver, administrator or administrative requires appointed over all or any of its assets, any attachment order made against the Customer or any distress, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers similar action in any jurisdiction; is unable to meet its debts as the fail due or otherwise appear to the supplier (due to the customer's terd trating) to be financially unable to meet its debts as the fail due or otherwise appear to the supplier (due to the customer's carelt rating) to be financially unable to meet its debts as the subject of a bankruptcy petition or order. If the events set out in Condition 11.4 above courses any or all of the clustomer there have, and reposes there. Without prior notice, any premises of the Customer (for premises of third parties with their consent) where Hire Goods (Products owned by the Supplier in which the las not passes to the Customer may be and reposes them; subject in that all mories owned by the Customer to Contract and/or any other contracts between the Supplier and the Customer states in transit. 14.1.7
- 14.1.8 14.1.9
- 14.2 14.2.1
- 14.2.2 14.2.3 14.2.4 14.2.5

- and the Customer; require that all monies owed by the Customer to the Supplier under the terms of the Contract shall immediately become due and payable (and the Customer shall pay such monies on demand); and/or where the Supplier is unable to repossess the Hire Goods or Products in accordance with Condition 14.2.1 for any reason including without limitation where access is denied, they cannot be located or collection may result in a health and safety issue, the Supplier may: 14.2.6 14.2.7
- 14.2.8 14.2.9
- 14.3

Including without limitation where access is demise, they cannot be located or unecutoring result in a new reserve the Supplier may: tearninate the Contrast immediately in writing; and it is Goods without notice. y repossession of Hire Goods and/or Products shall not affect the Supplier's right to recover from the Customer any monies due i. Contract and/or any damages in respect of any antecedent breach. on termination of a Contract the Customer shall immediately: Return the Hire Goods/Products to the Supplier or make the Hire Goods/products available for collection by the Supplier as requ by the Supplier, and Pay to the Supplier all arrears for Rentals Charges and any other sums payable under the Contract. 14.4

14.4.2

15 WARRANTY 15.1 The C

- 15.1.1
- 15.1.2
- 15.1.3
- Y pplier warrants that the Hire Goods. Products and/or the Services (as applicable) will correspond in all material respects with the cation set out in any quotation or order acceptance at the time of Delivery and in the case of Products and Services will be free aging detects in material and workmanship for a period of 12 months from the date of Delivery provided that: any detective Hire Goods or Products must be returned to the Supplier for inspection immediately upon request by the Supplier before the Supplier shall have no Liability for detective Hire Goods of Products; the Supplier shall have no Liability to the Customer if any monies due in respect of the Hire Goods/Products and/or the Services have not been particular built by the detace to aparement. Uses, liability claims, costs or expenses caused or contributed to by the Customer's continued use of defective Hire Goods. Products and/or Services after a defect has become aparent or suspected or should reasonably have become aparent to the Customer. The Supplier will have no Luability for fencing or associated products which blow over in severe weather conditions where erected on site by (i) the Customer is employees, agents or sub-contractors where the Supplier has carried out such installation in accordance with and/or in agreement with the Customer's specifications. 15.1.4
- 15.1.5
- 15.1.6
- 15.2
- contractor's where the Supplier has carried out such installation in accordance with and/or in agreement with the Customer's specifications;
 the Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is Liable before the Customer incurs any costs and/or expenses in remedying the matter fised. If the Customer does not do so the Supplier shall have no Labitity to the Customer and the Supplier shall have in Clabitity to the Customer to the extent that the Customer is covered by any policy of insurance arranged they may have against the Supplier shall have no Labitity to the Customer shall ensure that the Customer is covered by any policy of insurance arranged they may have against the Supplier to a control and the Supplier is against the Supplier has a subrogation.
 the warray in condition 15.1 deas not extend to parts, materials exercises the supplier shall have no tops are in the Supplier in aspect of which the Supplier in segred to theich the Supplier has equipment on the manufactured by the Supplier in respect of which the Supplier and which the Supplier shall have the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier is neglected to the Supplier and which the Supplier shall have and in questionor in the products for the part in question or reperform the Services free of charge or, at the Supplier's shall be entited to preair or replace the fue Customer shall charges or the Price (or a proportionate part, as appropriate) but the Supplier shall have no further Liability to the Customer fue Customer. 15.3

Company Registration Number: 12462123. Registered Address: Leytonstone House, Leytonstone, London E11 1GA.

16 LIMITATIONS OF LIABILITY

- warranties, representations, terms, conditions and duties implied by law (save for the conditions implied by Section 12 of the Sale of bods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982), are to the fullest extent permitted by law excluded from The Supplier shall have no Liability to the Customer for any: Loss of profits;
- 16.2
- 16.2.1
 source classify of the Classify of the Classify of the Classify of any classify of the Classify of Cl
- 16.3
- 164 16.5
- 3.2 liability in tort (including negligence); and 3.3 liability for breach of statutory duty; except Condition 16.3 above which shall apply once only in respect of all the said types of 1.ability. Nothing in this Contract shall exclude or limit the Liability of the Supplier for death or personal injury due to its negligence, for fraud or fraudulent misrepresentation or for any other Liability which it is not permitted to exclude or limit as a matter of law. Stratuter misrepresentation or for any other Liability of the Supplier for death or personal injury due to its negligence, for fraud or fraudulent misrepresentation or for any other Liability which it is not permitted to exclude or limit as a matter of law. Stratuce of any monies owed under the Contract plus 25%. In the event that the limitation are connection with the performance or contemplated performance of the Contract hall be limited to the full value of any monies owed under the Contract plus 25%. In the event that the limitation are obtained with any excert stratum or the subject to Condition 16.5 the Supplier's total liability in contract. Tort (including negligence or breach of stator duty), misrepresentation, contensive, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Limit of Indemnity menaining from time to time in accordance with the provide the Constance no requesion. In any statutory (rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation and/or onsistons on the subject to Liabilities provide the liability for missions of its employees, segnst, servants and/or subcontractors as though they were its own acts and/or omissions and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions and/or any breach of statutory (by by the Customer. The Supplier shall be Liability to the C
- 16.7
- 16.8
- 16.9
- 16.10

FORCE MAJEURE

- EURE polier is prevented, hindered or delayed from or in supplying the Hire Goods, Products and/or Services in accordance with these is by a Force Majeure Event the Supplier may, at its option: supend Delayery of any Hire Goods or Products or the provision of any Services while the Force Majeure Event continues; I the Supplier has insufficient stocks to meets its commitments, apportion available stocks between its customers as it decides;
- 17.1.3
- 17.2
- or construction of the second seco

18 18 1

- 18.2
- 18.3
- 18.4
- EVERAL By entering into a Contract, the Customer warrants and represents it is and will continue to remain acting in the course of trade and not as a consumer. The Supplier reserves the right to terminate or revoke any Contract in whole or in part if the Supplier reasonably believes the customer may be contracting as a consumer. The Customer may not assign or transfer or purport to assign or transfer any of its rights or obligations under a Contract without first having obtained the Supplier's written consent. The Supplier may assign a Contract or any part of it to any person a transfer or purport to assign or your out or administrative body of competent jurisdiction to be invalid, unenforceable or lilegal, the other Conditions shall remain in force. If any invalid, unenforceable or liegal Condition of a Contract would be valid, enforceable or legal if some part of a Konstelle the failure or delay by the Supplier to exercise any right, power or remedy provided by a Contract or by law des not constitute a waiver of such right, power or remedy or a waiver of any other rights, powers or remedy provided by a Contract or big and by a contract or by law des not constitute a waiver of such right. power or a maiver of any other rights, powers or remedy provided by the descripted or a right, power or remedy. 18.5 Any Affiliate of the Supplier shall be entitled to enforce the rights of the right, power or remedy or the supplier shall be entitled to enforce the rights exercise of the right, power or remedy or the Supplier shall be entitled to enforce the rights and remedies available to the Supplier pursuant to this Contract. Subject to Condition 186, nothing in a Contract is intended to confer on any person any right to enforce any Condition of a Contract. Subject to Condition 186, nothing in a Contract is intended to confer on any person any right to enforce any Condition of a Contract. Subject to Condition 186, nothing in a Contract is writenout prejudice to any other right or remedy of the Supplier under a Contract is writenout prejudice to any other right or remedy of the Supplier whether under the Contract or not. These Conditions and each Contract shall be covered by and intervented in Contract in Contract in the and intervented in Contract in
- 18.6 18.7
- 18.8 contract or not. e Conditions and each Contract shall be governed by and interpreted in accordance with English law and the parties agree to nit to the exclusive jurisdiction of the English courts. 18.9

- **19** 19.1 19.2
- 19.3 19.4
- VICE IN CONSECTION WITH HIRE GOODS, PRODUCTS AND SERVICES. An "Authorised Officer" shall be the officer employee contractor or agent of the Supplier whose details are notified to the Customer by the Supplier writing from time to time and in the absence of such notification shall be any of the Supplier's directors. Any advice or recommendation given by the Supplier or its employees contractors or agents to the Customer's own risk contractors or agents in connection with Goods notification, subtracting application use or suitability ("Advice"). Any advice not confirmed in writing by an Authorised Office is followed or acted on entriefy at the Customer's own risk togets to confirmed in writing by an Authorised Office is followed or acted on entriefy at the Customer's own risk togets to confirmed in writing by an Authorised Office is followed or acted on entriefy at the Customer's own risk togets to confirmed in writing by an Authorised Office is followed or acted on entriefy at the Customer's own risk togets to confirmed in writing by an Authorised Office of the Customer's own risk. In respect of any Advice confirmed in writing by an Authorised Officer ("Confirmed Advice") the Supplier warrants that the Authorised Officer has used reasonable care and skill in giving the Confirmed Advice and to a standard which conforms to generally accepted industry standards and practices. 195
- 19.6 19.7
- In respect of any Advice confirmed in writing by an Authorised Officer ("Confirmed Advice") the Supplier warrants that the Authorised Officer Ats used reasonable care and skill in giving the Confirmed Advice and to a standard which conforms to generally accepted industry standards and practices. Save as set out in conflict the Supplier to the Supplier warrants that the Authorised Save as set out in condition 15.4 the Supplier stantal lability in contract to the (including negligence or breach of statutory duty) misropresented restitution or otherwise in connection with Confirmed Advice and to a set out in conditions 15.5 and 15.6. Where the Customer requires Advice it is strongly advised to obtain independent advice and/or make a request in writing to the Supplier for Confirmed Advice to be given to the Customer. Any Contract price autor and custed or advice to take into account any Confirmed Advice to be given to the Customer. Any Contract price autored or prior to the Company providing Confirmed Advice is required advice advice make the Contract price to take into account any Confirmed Advice to be given to the Customer. Any Contract price autored or prior the Company providing Confirmed Advice is required by the Customer. 19.8

COMMUNICATIONS

- 20 20.1 20.2 MMUNICATIONS Al communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post: (a) (in case of communications to the Supplier) to its registered office or such changed address as shall be notified to the Customer by the Supplier or (b) (in the case of the communication to the Customer) to the registered office of the addressee (if it is a Company) or (in any other case) to any address of the Customer set out in any documentation which forms part of the Contract or such other address as shall be notified to the Supplier by the Customer. Communications shall be deemed to have been received: (a) I sent by pre-paid first class post, two days (socularing Saturdays, Sundays and holidays) after posting (exclusive of the days of posting); or (b) if delivered by hand, on the day of delivery. Communications addressed to the Supplier shall be marked for the attention of a director or the directors of the Supplier.
- 20.3 20.4

 21
 CHANGE OF STATUS

 21.1
 The Suppler must immediately be notified in writing of any material change of the Customer including, without limitation, change of name, change of registered or head office, change to a limited company or partnership and/or change of Control of the Customer and shall be entitled to its option to terminate the Contract by immediate notice to the Customer.

CONFIDENTIALITY 22 1

22.2.4 22.3

224

them

Signed

DECLARATION

Name (printed)

Director/Proprietor/Partner/LLP Member (delete as appropriate) - Purchasing Manager

- 22.1.1
- NTIALITY
 ustomer undertakes to:
 to keep confidential all Confidential Information:
 not without the Supplier's prior written consent to disclose the Confidential Information in whole or in part to any other person save
 those of its directors, employees, agents or professional advisers involved in the implementation of this Contract and provided in
 all cases that they have a need to know the same, and
 to use the Confidential Information solely in connection with the exercise or enjoyment of rights and/or the performance of
 disigations under this Contract and not otherwise of its own breaft or the benefit of any third party and shall not without the prior
 other as a result of discussions, negotialitors and other communications between them relating to the Goods and the Contract.
 The provisions of Condition 22.1 shall not apply to the whole or any part of the Confidential Information that can be shown by
 the Customer to be:
 condition 23.1 shall not apply to the whole or any regulatory body to whose rule either party is subject:
 known to the Customer prior to the date of the relevant Order otherwise than as a result of being obtained directly or indirectly
 from the Supplier;
 obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach
 of a dudy of conditione awd to the Supplier by any reason; or
 in the public domain in the form in which it is possessed by the Supplier other than as a result of a breach of a dudy of
 confidence owed to the Supplier by any reason; or
 in the public domain in the form in which its possessed by the Supplier other than as a result of a breach of a dudy of
 confidence owed to the Supplier by any preach.
 Without prejudice to the generality of this Condition 22 the Customer further undertakes to the other to make all relevant directors,
 employees, agents and professional advisers away or to ensure compliance by its directors, employees, agents and professional
 to use the Confidential Information pursuant to the provisions
 of this 22.1.3 22.2
- 22.2.1 22.2.2 22.2.3

read the terms and conditions as stated above and have understood them and consider them to be reasonable and agree to abide by