

Credit Account Application

Trading Name: -----
Trading Address: -----
Telephone No: -----
Fax No: -----
E mail: -----
Post Code: -----
Are you a sole trader, partnership or limited company? (Circle as appropriate)
Company Registration Number: _____
Name of
owners/Partners/Directors _____

Email address of accounts _____
Address accounts to be rendered: -----
Name of person responsible for payment: -----
No of years trading: ----- Credit limit required covering business: -----
PAYMENT TERMS REQUIRED _____
Has your company or any directors of your company/partners or proprietors ever
been taken to court for non payment of debts or gone into liquidation? YES/NO (Give
details on separate sheet)

Your Bankers: -----
Bankers Address: -----

Name of three referees

1. Name: ----- Address: -----

Tele No: ----- Fax No: -----
2. Name: ----- Address: -----

Tele No: ----- Fax No: -----
3. Name: ----- Address: -----

Tele No: ----- Fax No: -----

Declaration

I declare that the information given above is true and complete and that I have read and understood your terms and conditions as stated overleaf, which apply to each and every supply of goods and services supplied by BROOK DESIGN HARDWARE LTD (T/A ELKAY). I declare that I am a duly authorised officer permitted to accept and sign on behalf of the company applying for a credit account.

Signed: ----- Position: -----
Name in Capitals: ----- Date: -----

T. +44 (0) 28 90 616505 F. +44 (0) 28 90 616518 www.elkay.co.uk

TERMS AND CONDITIONS OF SALE

All orders are subject to these terms and conditions of sale and the placing of an order by the buyer shall be considered as acceptance of these terms and conditions. These terms and conditions may not be modified or varied unless BROOK DESIGN HARDWARE LIMITED (T/A ELKAY) (hereinafter referred to as 'the company') agrees in writing, and the company shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or any other communication from the buyer.

No person has authority on behalf of the company to vary any condition except a Director or company secretary, and then only in writing signed by a director or company secretary.

1 TRADING TERMS

Account Holders

- Credit terms will be offered subject to satisfactory credit checks. Should you wish to apply for an account please contact our Head Office.
- Standard terms are 30 days nett unless otherwise stated on this form

Non Account Holders

- Invoices must be paid in advance of product

We reserve the right to charge interest at comparable rate for any period in excess of 60 days, and to withdraw credit facilities and supplies if accounts become overdue.

2 OVERDUE ACCOUNTS

Upon any invoice exceeding our trading terms the total indebtedness becomes due for immediate payment. All accounts that are overdue by 60 days may be transferred to our debt recovery and enforcement dept. for collection and may be referred for legal action and credit facilities will be suspended. Furthermore, this will result in additional costs.

3 QUANTITY DISCOUNTS

Quantity discount will be given where stated in our current literature or in writing from a company director or company secretary.

4 CARRIAGE CHARGES

All goods ordered for delivery are subject to charges at current rates. All overseas deliveries will be charged the full cost of carriage. Split carton deliveries will be charged carriage at the special rates set. Elkay offers carriage free on all order above £150 nett. Below that charges will apply and are non-negotiable. All orders must go to orders@elkay.co.uk

5 PRICES

Unless otherwise agreed in writing all orders are executed subject to prices and relevant discounts ruling at the date of despatch and any price list of the company, whether published or not, shall not affect the right of the company to charge for goods in accordance with this clause. All prices are subject to VAT at the appropriate rate.

6 DAMAGE IN TRANSIT

The company will replace free of charge goods damaged in transit provided that the carriers and the company receive written notification of such damage within 3 days of delivery. Goods received in a damaged or unsatisfactory condition must be signed for as such, failing which no liability will be admitted.

7 ORDERS

Orders sent in confirmation of telephone instructions should be clearly marked as such, otherwise any additional expense incurred by the company as a result of duplication of the order will be charged to the buyer. The company does not accept any responsibility for errors in non-written orders.

T. +44 (0) 28 90 616505 F. +44 (0) 28 90 616518 www.elkay.co.uk

Elkay is the trading name of Brook Design Hardware Ltd, a limited company registered in Northern Ireland, Reg. NI 19735.

Registered office: Brook House, Dunmurry Industrial Estate, Dunmurry, Belfast BT17 9HU

TERMS AND CONDITIONS OF SALE

8 RETURNS

Goods correctly supplied can only be returned with the company's written agreement.

- All product return requests are subject to review and prior to approval, at the sole discretion of Elkay. In particular, bespoke/ tailored/ non-standard products are likely not be accepted.
- Credits due will only be issued upon receipt and inspection of goods as above. Where a return is agreed to be accepted, the charge for re-handling/ packaging/ stocking is 20% of net goods value. Minimum charge of £40 net.
- If the reason for return is damaged on delivery by us this must be requested in writing to Elkay within 3 days of goods being received and the POD must be marked as RECEIVED DAMAGED at the time of delivery.
- If the reason for return is faulty goods then the product must be authorised, and collection arranged by the Customer Service Team. All faulty items returned for testing will go to the Technical Manager in Birmingham and if found faulty will be credited. If found not to be faulty then goods must either be collected at from us at your own cost within 30 days or you can request that we dispose of these items in accordance with the WEEE directive.
- Should Elkay be required to arrange collection then carriage charges can be applied at our discretion

9 TITLE OF GOODS

The company and the buyer expressly agree that until the company has been paid in full for the goods and services supplied;

- a. The goods remain the property of the company although the risk therein passes to the buyer at the point when delivery is made
- b. The company may recover those goods at any time from the buyer if the company judges that the amount outstanding from the on the general statement of account between the parties is in excess of the credit limit the company is willing to accord the buyer: and for that purpose the company's servants may enter upon land or buildings which the goods are situated.
- c. The buyer has the right to dispose of the goods in the course of his business for the account of the company and to pass good title of the goods to his customers being a bona fide purchaser for value without notice of the company's rights. In the event of such disposal the buyer has the fiduciary duty to the company to account to the company for the proceeds but may retain therefrom an excess of such proceeds over the amount outstanding and due to the company, the company has the additional right to recover the buyers customer to the extent unpaid, if the company avails itself of this right, it will account to the buyer for any excess less any expenses incurred by effecting recovery.

10 PAYMENTS

Electronic payments can be made to the following bank account :

Sort Code: 98-00-60

Account Number: 16640427

Account Name: Brook Design Hardware Limited

Account Type: Sterling

Bank Name & Address:

Ulster Bank
Belfast City office
Donegall Square East

Remittance advices should be emailed to

accounts@brookvent.co.uk

and

grantd@brookvent.co.uk

Unless otherwise agreed by the company in writing these conditions shall in all respects be constructed and operate as a Northern Ireland Contract, in conformity with the Northern Ireland Law.

ELKAY BDH Ltd

VAT registration No: 390874713

EORI Number: GB 390874713000

Please pass completed forms to your Elkay sales team member by email or send to

orders@elkay.co.uk

Sales team members are listed on our Contacts page at elkay.co.uk

T. +44 (0) 28 90 616505 F. +44 (0) 28 90 616518 www.elkay.co.uk

Elkay is the trading name of Brook Design Hardware Ltd, a limited company registered in Northern Ireland, Reg. NI 19735.

Registered office: Brook House, Dunmurry Industrial Estate, Dunmurry, Belfast BT17 9HU