

AROMATIZE

Application for Commercial Credit

(ALL sections MUST be filled in)

Company Details

Company Name: _____

Owner/Director's Name: _____

Company Address: _____

Delivery Address: _____

(if different) _____

Post Code: _____

Post Code: _____

Accounts Contact: _____

Buyers Contact: _____

Accounts Tel: _____

Buyers Tel: _____

Accounts Mobile: _____

Buyers Mobile: _____

Accounts Fax: _____

Buyers Fax: _____

Accounts Email: _____

Buyers Email: _____

Type of business: Ltd Sole Trader Partnership

Date Established: _____ Registration No: _____ VAT No: _____
(if Ltd)

Subscribe to our newsletter:

If Sole Trader

Please provide FULL NAMES, HOME ADDRESS and TEL No. of all parties
(This section must be completed in full to enable Aromatize Ltd to grant credit)

Name: _____

Name: _____

Home Address 1: _____

Home Address 1: _____

Post Code: _____

Post Code: _____

Tel No: _____

Tel No: _____

References

TWO TRADE REFERENCES

Name: _____

Name: _____

Tel No: _____

Tel No: _____

Fax No: _____

Fax No: _____

Please state the amount of credit you would like to be considered for £

References may be taken from the credit agency. This information will be held for the duration of the trading period. Should the account be inactive for a period of six months then your details will be required again to update our records. I consent to these terms and those of Aromatize Ltd (printed overleaf)

Signed

Print: _____ Date: _____

(MUST be signed by authorised personnel only)

TERMS AND CONDITIONS OF SUPPLY

1. Definitions and Interpretation

- 1.1 In these Conditions, the following definitions apply:
Conditions: these terms and conditions as amended from time to time.
Contract: the Order, the Order confirmation and these Conditions.
Customer: the person, firm or company who purchases the Goods from the Supplier.
Delivery: Delivery of the Goods in accordance with clause 4.
Goods: the goods (or any part of them) set out in the Order.
International Delivery Destination: means any country outside of the United Kingdom which the Supplier notifies the Customer that the Supplier is prepared to deliver the Goods to.
Minimum Order Value: £250 for Delivery to UK mainland, £300 to Northern & Southern Ireland, £750 to the British Islands and £1000 plus for other export.
Order: the Customer's order for the supply of Goods including the Specification (if any) as set out in the Customer's [written] acceptance of the Supplier's quotation or on the order form overleaf.
Specification: the description or specification for the Goods provided in writing by the Customer.
Supplier: Aromatize Limited registered in England and Wales with company number 08290656 whose registered office is at East Way Offices, Junction 7 Business Park, Clayton le Moors, Accrington, Lancashire BB5 5JW or any of its subsidiaries or associated companies.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods in accordance with these Conditions.
2.2 The Order shall only be deemed to be accepted when the Supplier confirms acceptance [in writing] at which point the Contract shall come into existence, and the Supplier may reject the Order for any reason including but not limited to the value of the Order being less than the Minimum Order Value and/or the lack of availability of the Goods.
2.3 The Contract constitutes the entire agreement between the parties. 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, and these Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Cancellation

- 3.1 The Supplier is entitled to cancel any Order with a value of less than £50 provided that the Customer is reimbursed for any payments made in advance in respect of the cancelled Order. The Customer shall be entitled to cancel any Order (in whole or in part) provided that the Customer obtains the prior written consent of the Supplier and pays all costs incurred by the Supplier relating to the cancelled Order up to the date of cancellation..

4. Delivery of Goods

- 4.1 The Customer shall collect the Goods from the Suppliers' premises or the Supplier shall deliver the Goods to the location set out in the Order (Delivery Location) whichever is agreed between the parties. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location or collection of the Goods from the Supplier's premises, as the case may be.
4.2 Any dates quoted for Delivery are approximate only, and the time of Delivery is not of the essence.
4.3 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in Delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
4.4 The Customer must inspect the Goods upon Delivery, and notify the Supplier within 8 days of Delivery of any non conformity with the Contract, in accordance with clause 5 or any deficiency in the quantity of Good ordered. In the event that the Supplier delivers more or less than the quantity ordered, the Supplier may elect to make a pro rata adjustment to the Order invoice or deliver the shortfall in quantity of Goods to the Customer on these Conditions.
4.5 Until title to the Goods passes to the Customer in accordance with clause 7 the Customer shall store the Goods in such a way as to make them easily identifiable as the property of the Supplier and shall keep the Goods in good condition and properly insured.

5. Warranty

- 5.1 The Supplier warrants that on Delivery, the Goods shall:
(a) conform in all material respects with their description;
(b) be free from material defects in design, material and workmanship;
(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
5.2 Subject to clause 5.3, if:
(a) the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
(b) the Supplier is given a reasonable opportunity of examining such Goods, the Supplier shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full.
5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
(a) the Customer fails to comply with its obligations as set out in clause 4.4;
(b) the Customer makes any further use of, or continues to sell such Goods after giving notice in accordance with clause 5.2;
(c) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, use or maintenance of the Goods or fails to comply with good trade practice;
2 the defect arises as a result of wilful damage, negligence, or inappropriate storage.
5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
5.5 The Supplier shall endeavour to transfer the Customer the benefit of any warranty or guarantee given to the Supplier by the manufacturer of the Goods.

6. Price and payment

- 6.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's price list in force as at the date of Delivery.
6.2 Unless otherwise stated on the Order and agreed by the Supplier, the price of the Goods is exclusive of VAT, the costs and charges of packaging, insurance and transport of the Goods and any import duties and taxes and associated costs payable upon Delivery to any International Delivery Destination.
6.3 The Supplier may, by giving notice in writing to the Customer, at any time up to 7 days before Delivery, increase the cost of the Goods that is due to any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials and other manufacturing costs, any request by the Customer to change the Delivery date, quantities or types of Goods ordered, or the Specification.
6.4 The Customer shall pay all invoices in full to the Supplier within 30 days of the date of such invoice. Time for payment is of the essence.
6.5 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to:
(a) charge interest on the overdue amount at the rate of 4% over the Barclays Bank base rate in force at the date of the invoice on any payment not received by the

Due Date until such sum is received irrespective of any other action taken in order to obtain satisfactory settlement of sums due;

- (b) terminate the Contract or suspend further orders or deliveries under the Contract or any other contract in force between the Supplier and the Customer; and
(c) repossess the Goods under the Contract or under any other contract between the Customer and the Supplier up to value of the monies outstanding.

7. Title and risk

- 7.1 The risk in the Goods shall pass to the Customer on completion of Delivery, whilst title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Goods.
7.2 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. Limitation of liability

- 8.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
(b) fraud or fraudulent misrepresentation;
(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 and section 12 of the Sale of Goods Act 1979.
8.2 Subject to clause 8.1:
(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Order to which the liability relates; and
(c) the Supplier shall not be liable for any costs, expenses, loss or damage (whether direct, indirect or consequential and whether economic or other) incurred by the Customer arising from or in connection with any third party claim for infringement of intellectual property rights by the sale or distribution of goods purchased from the Supplier; or any misrepresentation which causes, or might be likely to cause, confusion as to the source or origin of the goods purchased from the Supplier.

- 8.3 As a separate and independent obligation from those given by the Customer under the Contract, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any third party claim for infringement of intellectual property rights by virtue of the sale or distribution of goods purchased from the Supplier or any misrepresentation which causes, or might be likely to cause, confusion as to the source or origin of the goods purchased from the Supplier.

- 8.4 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9. Termination

- 9.1 The Supplier may, by giving written notice to the Customer, terminate the Contract with immediate effect if the Customer has failed to pay any invoice(s) by the Due Date.
9.2 The Supplier may, by giving written notice to the Customer, terminate the Contract with immediate effect if the Customer, being an individual, is declared bankrupt or has entered into any composition or arrangement with its creditors, or being a company, has a receiver, administrator, manager or administrative receiver appointed over any of its assets, undertakings or income or passes a resolution for the winding up of the company or if the Customer has committed a material breach of the Conditions, or there has been a material change in the management or control of the Customer.

10. General

- 10.1 **Force majeure**
Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event beyond its reasonable control (including without limit the default of suppliers and/or subcontractors) (**Force Majeure Event**). If the Force Majeure Event continues for more than 2 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

10.2 Assignment

The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier. The Supplier may assign the Contract or any part of it to any person, firm or company.

10.3 Notices

All communications between the parties must be in writing and delivered by hand, or sent by pre-paid first class post or email.

10.4 Severance

The invalidity, illegality or unreasonableness in whole or in part of any of these Conditions shall not affect the validity of the remainder of such Conditions.

10.5 Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

10.6 Third party rights

A person who is not a party to the Contract shall not have any rights under or in connection with it.

10.7 Variation

The Supplier may vary these Conditions by giving notice in writing to the Customer.

10.8 Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

10.9 Governing law and jurisdiction.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.