ROBINSON YOUNG LTD
IBSON HOUSE
EASTERN WAY
BURY ST EDMUNDS
SUFFOLK
IP32 7AB

Registered in England No. 1067101
VAT No. GB105774081
www.robinsonyoung.co.uk

APPLICATION FOR CREDIT FACILITIES

COMPANY DETAILS

Company Name (Full **Legal** Trading Title)

_____

Telephone Number: _____

Company Registration No. _____ VAT Registration No. _____

Company **Registered** Office (Including Post Code)

_____

_____

_____

Private Address of all Individuals if Sole Trader/Partnership

_____

_____

_____

Business Type (ie Wholesaler, Retailer, Online Etailer etc.):_____

Date Business Commenced Trading: _____

What buying group do you belong to if any? _____

What products are you interested in purchasing from us? _____

_____

ACCOUNTING DETAILS

Company Invoice & Statement Name & Address (Incl Post Code)

_____

_____

_____

Accounts Payable Contact Name: _____

Accounts Payable Email Address: _____

Please provide email address for invoices:

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PURCHASING & DELIVERY DETAILS

Company Delivery Name & Address (Incl Post Code)
THIS MUST BE A COMMERCIAL PREMISES WHICH ACCEPTS PALLET DELIVERIES FROM A SIDE CURTAINED LORRY

_____

_____

_____

Purchasing/Buyer Contact Name: _____

Purchasing/Buyer Email Address: _____

Purchasing/Buyer Direct Telephone Number: _____

OTHER INFORMATION

Is this application for a Proforma Cash Account only? (Delete as applicable) **YES or NO**
ETAILERS WILL BE PROFORMA UNTIL WE HAVE 6 MONTHS TRADING HISTORY

If applying for a credit facility please complete our Terms and Conditions. Failure to do so will delay your application for credit.

Please note our credit terms are strictly 30 days from date of invoice. If you believe you should have different terms please give details below and reasons for this request.

_____

_____

Robinson Young Ltd perform a credit check based on the details you provide, so please make sure you give accurate details above.

We certify the above information is correct and we give Robinson Young Ltd permission to obtain references to process our account application.

Signed: _____ Title: _____

Print Name: _____ Date: _____

Position: _____

No forms will be processed without a signatory

PLEASE RETURN YOUR COMPLETED FROM TO CREDIT CONTROL DEPT: credit.control@ry.tm

ROBINSON YOUNG LTD
TEL: 01284 766261 FAX: 01284 701105
Email: creditcontrol@ry.tm
www.robinsonyoung.co.uk

Ibson House
Eastern Way
Bury St Edmunds
Suffolk, IP32 7AB

STANDARD TERMS AND CONDITIONS
FOR SUPPLY OF GOODS AND SERVICES

OF

Robinson Young Ltd

1 DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;

1.2 "Customer" means the organisation or person who purchases goods and services from the Supplier;

1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.4 "Specification Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier;

1.5 "Supplier" means Robinson Young Ltd Ibson House Eastern Way Bury St Edmunds IP32 7AB

2 GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.

2.2 Before the commencement of the services the Supplier shall submit to the Customer a Specification Document which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.

2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

3 PRICE AND PAYMENT

3.1 The price for the supply of goods and services are as set out in the Specification Document. The Supplier shall invoice the Customer on shipment..

3.2 Invoiced amounts shall be due and payable within 30 days of date of invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

4 SPECIFICATION OF THE GOODS

All goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

5 DELIVERY

5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.

5.2 All risk in the goods shall pass to the Customer upon delivery.

6 TITLE

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

7 CUSTOMER`S OBLIGATIONS

7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

7.1.1 co-operate with the Supplier;

7.1.2 provide the Supplier with any information reasonably required by the Supplier;

7.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and

7.1.4 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.

7.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.

7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Specification Document, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the goods and services

contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this Clause.

7.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:

7.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;

7.4.2 if applicable, the timetable for the project will be modified accordingly;

7.4.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

8 ALTERATIONS TO THE SPECIFICATION DOCUMENT

8.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.

8.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.

8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.

8.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

9 WARRANTY

9.1 The Supplier warrants that at the date of delivery the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials.

9.2 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9.3 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.

10 INDEMNIFICATION

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Specification Document infringes a patent, copyright or trade secret or other similar right of a third party.

11 LIMITATION OF LIABILITY

11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.

11.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

11.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

12 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

12.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

12.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

12.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

12.4 the other party ceases to carry on its business or substantially the whole of its business; or

12.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

14 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

15 INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

16 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

17 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

18 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

19 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

20 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

21 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

22 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

We indicate by our signatures that we accept the Terms and Conditions of this Agreement.

Signed by	Signed by
Name:	Name:
Title:	Title:
Date:	Date:
For and on behalf of Robinson Young Ltd	For and on behalf of