



Tekfloor Limited, 1 & 2 Hope Street, Thornhill Industrial Park,
 Rotherham, S60 1LH
 T: 01709 261007 F: 0114 261010
 Email: AR@Tekfloor.co.uk

Account Application

Company details

Please complete in as much detail as possible

Full Trading Name					
Registered Office Address		Telephone N ^o			
		Fax N ^o			
		E-Mail			
		Website			
Trading style (e.g. LTD, partnership)					
Nature of Business					
Part of subsidiary (Y/N)				Parent company name	
Company Reg N ^o				VAT N ^o	
Date Incorporated		/ /		Date of Birth (if sole trader) / /	

Account information

Trading/Invoicing address (if different from above)		Accounts contact			
		E-mail			
		Telephone N ^o			
		Fax N ^o			
Amount of Credit Requested		£		Terms: Will be confirmed after review of form	
Payment Method		BACS		Cheque	
		Cash		Credit Card	
		Purchase Order Numbers Required?		Y / N	

Bank Details

Bank name					
Account N ^o		Sort code /SWIFT			
Address		Other Information:			

Trade references (*must be completed to proceed with application)

	Trade Reference 1	Trade Reference 2	Trade Reference 3
Name:*			
Address:*			
Postcode:*			
Telephone:*			
Fax:			
Contact:*			
E-Mail:*			
Website:			
Current Credit Limit:*			

Names & Home Addresses of Directors/Proprietors/Partners

Name:*			
Date of Birth*			
Address:*			
Postcode			
Telephone:*			

Important - Please complete this form, initial pages 2, and sign page 3.

Return all 3 Pages

E-mail back to: AR@Tekfloor.co.uk or Fax to +44 (0)1709 261010

TEKFLOOR LIMITED TERMS AND CONDITIONS OF BUSINESS

1. Interpretation

- 1.1 **Definitions. In these Conditions, the following definitions apply:**
Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
Conditions: these terms and conditions as amended from time to time in accordance with clause 11.6.
Contract: the contract between the Supplier and the Customer for the sale and purchase of Goods in accordance with these Conditions.
Customer: the person or firm who purchases the Goods from the Supplier.
Force Majeure Event: has the meaning given to it in clause 10.1(a).
Goods: the Goods (or any part of them) as set out in the purchase order.
Order: the Customer's order for the Goods, as set out in the Customers purchase order form OR overleaf OR in the Customer's written acceptance of the Supplier's quotation, or overleaf as the case maybe.
Supplier: Tekfloor Limited a company registered in England and Wales at companies House with company number 08285070, whose registered office address is Unit 1 & 2 Hope Street, Thornhill Industrial Park, Rotherham, South Yorkshire S60 1LH.
- 1.2 Construction. In these Conditions, the following rules apply:
 - (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - (b) a reference to a party includes its personal representatives, successors or permitted assigns;
 - (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - (e) a reference to writing or written includes faxes and e-mails.
- 2. BASIS OF CONTRACT
- 2.1 These conditions shall apply to all agreements between the Customer and the Supplier.
- 2.2 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of Ten Business Days from the date of issue.
- 2.3 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.4 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order or if earlier we start to process the Order, at which point and on which date the Contract shall come into existence.
- 2.5 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.
- 2.6 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any illustrations or descriptions contained in the Supplier's catalogues or brochures are produced or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.7 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. GOODS
- 3.1 The Goods are described in the Suppliers quote.
- 3.2 The Supplier reserves the right to amend the specification of the goods if required by any applicable statutory or regulatory requirement.
- 4. DELIVERY
- 4.1 The Supplier shall ensure that:
 - (a) Each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers and the type and quantity of the Goods (including the code number of the Goods where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) If the Supplier requires the Customer to return any packaging materials to the Supplier, that fact will be clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Suppliers expense.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location agreed between the parties (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods will be deemed complete once the Goods arrive at the Delivery Location.
- 4.4 Any dates quoted for delivery are approximate only and the time of delivery is not of the essence. The supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customers failure to provide the supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Supplier fails to deliver the Goods as agreed, then its liability shall be limited as per clauses 9.1 to 9.4 (inclusive).
- 4.6 The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customers failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7 If the Customer fails to accept delivery of the Goods within Three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Suppliers failure to comply with its obligations under the Contract:
 - (a) delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance)
 - (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly as a result of the Customers default.
 - (d) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly as a result of the storage of such Goods
- 4.8 If Ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery, the Customer has still not accepted delivery of them; the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.9 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered.
- 4.10 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract.
- 4.11 The price agreed includes delivery charges but the Supplier may make an additional charge if it incurs further costs or expenses such as (but not limited to):
 - i) Those caused by delivery of less than a full load

- ii) Complying with the Customer's request for delivery outside the Suppliers normal delivery pattern or by trading by instalments
- iii) Orders of small value which are not economical for the Supplier to deliver free
- 4.12 The Customer must provide the necessary labour for unloading the Goods and unloading is to be completed at a reasonable speed. If the delivery vehicle is kept waiting for an unreasonable length of time or is obliged to return without completing delivery, or if staff are provided by the Supplier to unload the Goods, then an additional charge will be made to the Customer in respect of those costs.
- 4.13 The Customer may collect the Goods from the Supplier during all trading hours. If they are not collected within Ten Business Days from when the Customer has been notified of the Goods availability, then clause 4.8 will become effective and the Supplier reserves the right to apply a storage charge which will be payable by the Customer before the goods are released.
- 4.14 If the Customer collects the Goods from the Supplier, the customer is responsible for the size, weight and positioning of the load on the vehicle and shall indemnify the Supplier in respect of all costs, claims, losses or expenses it may incur as a result of the collection of the Goods.
- 4.15 If the Goods are to be deposited other than on the Customer's premises, the Customer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection at all times of persons and property.
- 4.16 The Supplier shall make a charge for packaging, including crate cases and pallets, which shall be credited if the crate cases or pallets are returned, at the Customers cost, in good condition and within Seven days of delivery. Polythene sacks are not returnable.
- 5. INSPECTION
- 5.1 The Customer shall inspect the Goods at the place and time of unloading or collection but nothing in these Terms shall require the Customer to break packaging and/or unpack Goods which are intended to be stored for use.
- 5.2 The Customer must advise the Supplier by telephone immediately and also provide written notice within Three Business Days of unloading of any claim for short delivery.
- 5.3 If the Customer does not give the notice in the time limits set out in 5.2 above, the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.
- 5.4 The Customer shall not be entitled, and shall irrevocably and unconditionally waive any rights to reject the Goods or claim any damages whatsoever, for short delivery howsoever caused in not complying with clauses 5.2 and 5.3 above.
- 5.5 The Suppliers liability for short delivery is limited to making good the shortage.
- 5.6 Where it is or would have been, apparent on a reasonable inspection that the Goods are not in conformity with the Contract or (where the Contract is a contract for sale by sample) that the bulk does not compare with the sample, the Customer must advise the Supplier by telephone immediately and also provide written notice within Three Business Days of inspection.
- 5.7 If the Customer fails to give the notice within the timeframe time set out in clause 5.6, the Goods will be deemed to have been accepted and the Customer shall not be entitled and shall irrevocably and unconditionally waive any rights to reject the Goods and clauses 9.1 to 9.4 (inclusive) shall have effect.
- 6. TITLE AND RISK
- 6.1 The risk in the Goods shall pass to the Customer upon completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
 - a) The Goods
 - b) Any other goods that the Supplier has supplied to the Customer.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - a) Hold the Goods on a fiduciary basis as the Suppliers Bailee;
 - b) Store the Goods separately from all other goods held by the Customer so that the remain readily identifiable as the suppliers property;
 - c) Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - d) Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - e) Notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2; and
 - f) Give the Supplier such information relating to the Goods as the Supplier may require from time to time,
- 6.4 But the Customer may resell or use the Goods in the ordinary course of its business. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2 (a) to (l) (inclusive) 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.
- 7. PRICE AND PAYMENT
- 7.1 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 Suppliers published price list in force at the date of delivery.
- 7.2 The Supplier may, by giving notice to the Customer, whether written or oral, at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the goods that is due to:
 - a) Any factor beyond the Suppliers control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - b) Any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - c) Any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 7.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of Goods at the same time as payment is due for the Goods.
- 7.5 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 7.6 The Customer shall pay the invoice in full and in cleared funds within Twenty Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 7.7 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), then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the then current Bank of England's base rate. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay interest together with the overdue amount.
- 7.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 8. CUSTOMERS INSOLVENCY OR INCAPACITY
- 8.1 If the Customer becomes subject to any of the events listed in clause 8.2(a) to (l) (inclusive) or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the

8.2	Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.		
8.3	For the purposes of clause 8.1, the relevant events are:		
a)	The Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of Section 123 Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of Section 268 Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;	9.4	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.
b)	The Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;	10.10.1	FORCE MAJEURE Force majeure: (a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. (b) Neither party shall be liable to the other party as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
c)	(being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;	11.11.1	GENERAL Assignment and subcontracting: (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. (b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract, without the prior written consent of the Supplier.
d)	(being an individual) the Customer is the subject of a bankruptcy petition or order;	11.2	Notices: (a) Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if a company) or its principal place of business or residence (in any other case) or such address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by prepaid first class post, recorded delivery, commercial courier or fax. (b) Any notice or other communication shall be deemed to have been received if delivered personally, when left at such address referred to in clause 11.2(a) above, if sent by prepaid first-class post or recorded delivery, at 9.00am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission. (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
e)	A creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;	11.3	Waiver and cumulative remedies: (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
f)	(being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;	11.4	Severance: (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
g)	(being a company) a floating charge holder over the Customers assets has become entitled to appoint or has appointed an administrative receiver;	11.5	Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
h)	A person becomes entitled to appoint a receiver over the Customers assets or a receiver is appointed over the Customers asset;	11.6	Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.
i)	Any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to (l) (inclusive);	11.7	Governing law and jurisdiction: This 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 and Wales.
j)	The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;		
k)	The Customers financial position deteriorates to such an extent that in the Suppliers opinion the Customers capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and		
l)	(being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.		
8.4	Termination of the Contract however arising shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.		
9.	LIMITATION OF LIABILITY		
9.1	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;	11.4	
b)	fraud or fraudulent misrepresentation		
c)	breach of the terms implied by Section 12 Sale of Goods Act 1979;		
d)	defective products under the Consumer Protection Act 1987; or		
e)	any matter in respect of which it would be unlawful for the supplier to exclude or restrict liability.		
9.2	Subject to clause 9.1:		
(a)	the Supplier shall under no circumstances whatsoever 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; and	11.5	
(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 price of the Goods.	11.6	
9.3	The Supplier shall not be liable:	11.7	
a)	If any problem with the Goods arises from wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods, failure to follow British Standard or industry instructions relevant to the Goods, or storage of the Goods in unsuitable conditions (but this sub clause shall not apply to any act or omission on the Suppliers part).		
b)	Unless after discovery of the problem with the Goods the Supplier is given a reasonable opportunity to inspect the goods before they are used, or in any way interfered with. The supplier acknowledges that the costs of suspending works are relevant to the determination of what is reasonable opportunity and this sub clause shall not apply to any works affecting the Goods, which it may be reasonably necessary to carry out in the interests of safety and/or as emergency measures.		
c)	If problems with the Goods would have been apparent on a reasonable inspection in accordance with these Terms at the time of unloading, unless the Customers notification were made in accordance with these Terms.		
d)	If the problem with the Goods is discovered within 28 days from the date of delivery, unless the Customer sends written notice of the problem to the Supplier within Three Business Days of the problem(s) being discovered.		
e)	If in any case the problem with the Goods is discovered more than 28 days from the date of delivery; the Suppliers liability for any problems with the Goods will be further limited to such rights against the manufacturer or the third party, who manufactured the Goods as the Supplier may have.		
f)	The Customer unconditionally, fully and effectively, indemnifies the Supplier against all		

I / We formally request to open a credit account with Tekfloor Ltd.
I / We have read the terms and conditions of Tekfloor Ltd and accept that all terms therein will form the entire basis of trading. We accept that risk in the goods shall pass to the purchaser on delivery and that title remains with Tekfloor Ltd until payment has been made in full.
I / We agree that you may pass information to and seek information from any credit referencing agency.
1 / We agree to pay all invoices presented by Tekfloor Ltd within 30 days of receipt unless agreement has been made specifically and in writing for a different period.

Authorised Signature *(Must be a Director/Partner/Sole Trader/Company Secretary)	Print name
Date	Position