

APPLICATION

For a 30 Day Credit Account

1. How to apply

Please fill out the required information below in BLACK INK and in BLOCK CAPITALS. You may email or fax your completed application to:

Email: credit.control@thermosphere.com
Fax: 08700 41 21 40

Please also post a copy of your completed form with a copy of your company letterhead to:

Thermogroup Ltd T/A ThermoSphere, Bridge House,
Pattenden Lane, Marden, Kent, TN12 9QJ.

2. Company Name & Invoice Address

..Company Name.....
..Address.....
.....
.....
..Post Code.....
Please list additional addresses on a separate sheet.

3. Contacts(s)

PURCHASING

..Contact.....
..Main Tel.....
..Main Fax.....
..Email.....
..Direct Tel.....
..Direct Fax.....

ACCOUNTS

..Contact.....
..Main Tel.....
..Main Fax.....
..Email.....
..Direct Tel.....
..Direct Fax.....

9. Director's signature and declaration

I have read and accept the Terms and Conditions of Thermogroup Ltd as set out overleaf, without exception, and agree to settle all accounts accordingly.

..Print Name
..Position.....
..Email.....

4. Company Details

..Registered No.....
..VAT Reg No.....
..Company Type (e.g Ltd, PLC, Partnership).....
.....

If the company is a Sole Trader or Partnership please specify name(s) and addresses of proprietor(s) / partner(s) on a separate sheet.

5. Bank Account Details

..Bank Name.....
..Address.....
.....
.....
..Account No.....
..Sort Code.....

6. Trade Reference 1

..Company Name & Address.....
.....
.....
..Contact.....
..Tel.....
..Email.....

7. Trade Reference 2

..Company Name & Address.....
.....
.....
..Contact.....
..Tel.....
..Email.....

8. Anticipated Monthly Spend

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Signed

1. Definitions

- (a) The "Supplier" means Thermogroup Ltd t/a ThermoSphere its agents and assigns;
 (b) The "Purchaser" means the individual, individuals, firm or company purchasing goods from or otherwise dealing with the Supplier;
 (c) The "Goods" means any and all items supplied by the Company to the Purchaser.
 (d) An application for the opening of a credit account with the supplier shall include an undertaking by the purchaser that he/she has read and agreed to the supplier's Terms & Conditions herein.

2. Application of Terms

- (a) All quotations and price lists are given and all orders are accepted on these terms, which supersede any other terms in the Supplier's catalogue or elsewhere, and shall override and exclude any other terms stipulated or referred to by the Purchaser whether in his order or in any negotiations, and any course of dealing established between the Supplier and the Purchaser. All orders hereafter made by the Purchaser shall be deemed to be made subject to these terms.
 (b) No modification of these terms shall be effective unless specifically accepted in writing and signed by one of the partners in the Supplier.

3. Representations

The Supplier shall be under no liability whatsoever resulting from or arising out of or in connection with or in relation to any statement report or other representation made by any of its partners servants or agents before the contract between the Supplier and the Purchaser was entered into, unless the Purchaser shall give notice in writing to the Supplier before the contract is entered into that it intends to rely on any such statement report or other representation.

4. Refusal of orders

The Supplier reserves the right to accept or refuse any order given on the basis of its quotation or otherwise and in the event of the refusal of any order the Supplier shall not be liable for any loss or damage arising therefrom or with connection therewith or in relation thereto.

5. Items sold by the Supplier

- (a) Some items sold by the Supplier are sold by weight based upon the Supplier's experience and knowledge that those items when sold by weight will equal a certain quantity. In cases where a Purchaser orders a quantity of such items which are sold by weight the Supplier gives no guarantee or warranty that the precise number of items will be supplied.
 (b) Many products are supplied to the Supplier by manufacturers in boxed quantities. The Supplier gives no guarantee or warranty that the such quantities are accurate and accepts no responsibility for any discrepancies.

6. The Goods

- (a) The Supplier undertakes to replace or repair free of charge any Goods supplied which are defective in material or workmanship always provided that:
 (i) Whether or not Goods are defective in material or workmanship shall be for the sole decision of the supplier;
 (ii) The Supplier's undertaking shall only apply in respect of Goods in respect of which a complaint is received by the Supplier within three days of delivery to the Purchaser. Any goods in respect of which this condition applies shall be returned to the Supplier in its original packaging within fourteen days of delivery to the Purchaser.
 (b) The Supplier shall be under no liability to the Purchaser whatsoever other than that set out in (a) above. Without prejudice to the generality of the foregoing the Supplier shall be under no liability for any consequential losses howsoever arising.
 (c) All conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise (including without prejudice to the generality of the foregoing, any implied condition, warranty or undertaking as to correspondence of the Goods with any contract description given, merchantable quality or fitness for any particular purpose) are hereby wholly excluded.
 (d) Without prejudice to the generality of the foregoing, the Supplier shall have no responsibility for providing any guard or protection necessary to comply with any statutory requirements in connection with any of the Goods.
 (e) Changes may occur to sizes and specification of Goods and in this event the Supplier may provide an approximate equivalent.
 (f) It is the responsibility of the Purchaser to prove suitability of product for their application.

7. Prices and payment

- (a) Goods will be invoiced and shall be paid for at the prices ruling at the time of despatch. The price list provided by the Supplier is for guidance only and all prices and quotations are subject to variation at any time without notice to the Purchaser. Unless otherwise stated all prices are exclusive of V.A.T.
 (b) Payment is due at end of month following date of invoice. If payment in full is not received by such date the Supplier reserves the right to charge interest on the outstanding balance at 3% above NatWest Bank base rate, or the statutory rate of interest if higher. Interest may be charged from invoice date.
 (c) The Supplier reserves the right to demand payment of the price at any time. Bespoke orders, orders over £20,000 or those needing design layouts and site-surveys will require a non-refundable 50% upfront payment.

8. Indemnity

The Purchaser hereby undertakes to indemnify and keep indemnified the Supplier its servants and agents against all costs, damages, expenses, penalties, losses and other liabilities whatsoever, including, but without prejudice to the generality of the foregoing, liability for personal injury and death, damage to property and consequential losses, incurred as a result of or arising from or in connection with or in relation to any act, omission, word, or deed, whether or not negligent, of the Supplier its servants or agents in pursuance of the supply of Goods hereunder.

The Directors of the contracting Purchaser agree they are and will be jointly and severally liable for the cost of the goods and/or services ordered and any consequential losses arising in that way including but not limited to damages and such Directors further jointly and severally guarantee to pay any amounts deemed to be due to the Supplier forthwith on demand personally.

9. Reservation of Title

- (a) The property of the Goods shall not pass to the Purchaser until all sums owed to the Supplier on any account whatsoever have been paid notwithstanding that delivery has already taken place.
 (b) In the event of non-payment of sums due to the supplier from the buyer, the supplier shall be entitled, without notice, to enter the buyer's premises and to physically repossess and remove therefrom goods supplied by the supplier for which payment has not been received. It will be assumed that where the buyer purchases similar goods from the supplier on a regular basis that a stock rotation system has operated and goods still held relate to invoices still outstanding for which full payment and VAT has not been made.
 (c) The Purchaser undertakes to co-operate with the company or their agents to facilitate this.

10. Delivery and Risk

- (a) Unless otherwise stipulated and subject to clause 2 above all Goods for delivery will be despatched by the conveyance of the Supplier's choice. Where the Purchaser requires a different means of conveyance any cost must be paid by the Purchaser.
 (b) Whilst every effort will be made to avoid delay no responsibility is undertaken for meeting any specific delivery dates. Accordingly no liability will be accepted for any direct or indirect loss which may be caused by delayed delivery.
 (c) Risk in the Goods shall pass to the Purchaser on delivery.
 (d) The Supplier reserves the right to charge carriage for destinations outside mainland England and Wales.
 (e) Claims for damaged or missing goods may only be accepted if signed as such on receipt, confirmed in writing enclosing a copy of the delivery note within 3 working days of receipt of delivery.

11. Guarantee

Guarantees shall not be applicable outside the United Kingdom unless expressly stated otherwise by the supplier in writing. Any guarantee given will be invalidated if the goods supplied by the supplier are subjected to misuse or accidental damage after the buyer has taken delivery of them.

12. Returned Goods

- (a) Subject to (d) below, Goods may be returned to the Supplier for credit or exchange for up to fourteen days after the date of delivery provided that the delivery note or invoice number is quoted.
 (b) Save for goods returned under clause 6 above, returned Goods will only be accepted by the Supplier if they are in a sound and resalable condition. Whether Goods are sound and resalable shall be for the sole decision of the Supplier. Any goods which the Supplier deems to be not resalable will only be returned to the Purchaser at the specific request of the Purchaser and at the Purchaser's expense. Notwithstanding the discretion of the Supplier in deciding whether goods are sound and resalable, goods will not be deemed resalable if they are returned in anything but their original packaging or the quantities of the goods returned are different from those originally supplied. It is the responsibility of the Purchaser to ensure returned goods are well packed as credit may be refused for goods damaged on the return journey.
 (c) Where the goods returned for credit or exchange are goods which have been supplied in boxes or in quantities credit notes or exchange of goods will only be given if the goods are returned in their boxes and/or in the same quantities supplied to the Purchaser. Credit notes will normally only be issued if the Suppliers Collection Note has been issued to the Purchaser.
 (d) Save for goods returned under clause 6 above, the Supplier reserves the right to make a charge for handling and restocking equal to 20% of the sale price of the goods returned, plus the return carriage charge.
 (e) Collection for return is chargeable at £15 - this is for the first 2 packages. A charge of £7.50 per box thereafter, in addition there is also a 20% admin fee. We cannot collect bespoke items.
 (f) Goods especially obtained for the Purchaser may not be returned for credit or exchange.
 (g) When making a request to return products to us it should be made within the following timescales:
 Shortage & damaged goods
 If signed such on receipt - 24 hours
 Picking errors (i.e. wrong goods) - 3 working days
 Faulty goods - 3 working days
 Goods no longer required - 10 working days
 You should always obtain a signature (i.e. proof of collection) from the person collecting goods for return.

13. Quotations & proposals

A quotation or proposal does not constitute a binding contract between the Supplier and the Purchaser. Unless otherwise stated or withdrawn, a quotation or proposal is valid for a period of 90 days from the date of issue. The Purchaser acknowledges that a quotation is based on information provided by the Purchaser, for which the Purchaser is solely responsible. If the Purchaser notifies the Supplier of any change to its information or to the goods or services required by the Purchaser after the date of the quotation or proposal, the Supplier may withdraw and replace the quotation or proposal.

14. Project Orders

- (a) Where the Supplier shall notify the Purchaser before or on order that the order shall be treated as a "Project", the Purchaser shall provide the Supplier with a delivery date for full or part delivery of the Project ("call off") and acknowledges that the Supplier may not be able to fulfil the call-off in full if such notice shall not be given. Each call-off shall be treated as a separate delivery. In the instance a delivery date is not provided by the Purchaser, the Supplier will dispatch the order in full, governed by the lead time provided on the quotation.
 (b) If the Purchaser anticipates that he will be unable to accept delivery of the Products at the agreed date of delivery, he shall forthwith notify the Supplier in writing thereof, stating the reasons and, if possible, the time when he will be able to take delivery.
 (c) A new delivery date may be agreed to conditional on the Supplier's acceptance and advance payment of any storage charges. If a shipment is delayed by the Purchaser, the Purchaser shall be liable for any costs arising from such delay, including the Supplier's costs relating to storage, insurance and handling of the Products. If not otherwise agreed the cost of storage shall be £25 per pallet per week.

15. This contract is governed by English Law.