



oe2 Commercial Limited

New Customer Account Application Form

Customer: _____

When completed, please forward this form with a copy of your company letterhead to:

**Bryan Tickner
oe2 Commercial Limited
30 Freckleton Street
Lytham St Annes
Lancashire
FY8 5DY**

We will contact you to advise when your account has been opened

oe2 Commercial Limited
New Customer Account Application Form



Please complete all sections to avoid delays

Company Name

Trading Name (if different)

Trading Address (including postcode):

Telephone:
Fax:
Email:

Invoice Address (if different from above):

Telephone:
Fax:
Email:

Delivery Address (if different from above):

Telephone:
Fax:
Email:
Please provide any special delivery instructions:

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New Customer Account Application Form



Registered Office Address (if different from above):

Company Registration Number (if Limited Company or LLP):

Company VAT Number (if applicable):

Names of Directors or Names of Proprietors:

(Please provide home addresses and date of birth of proprietors if not a Limited Company; we may seek credit references)

Main Contact for Correspondence:

Name:

Position:

Telephone:

Fax:

Email:

Accounts Contact:

Name:

Position:

Telephone:

Fax:

Email:

Estimated Level of Purchases per month:

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New Customer Account Application Form



Trade References:

Please supply 2 trade references; they must be totally independent of the application

Name: Address: Postcode: Telephone: Fax: Email:
Name: Address: Postcode: Telephone: Fax: Email:

Authorised by:

I/We _____ Being authorised person(s) of the Company _____ formally apply for credit facilities with oe2 Commercial Limited of 30 Freckleton Street, Lytham St Annes, FY8 5DY and confirm that we have read and accept your Terms of Business. I/We have enclosed a copy of our Company Letterhead. I/We understand that non-compliance with these Terms of Business may result in withdrawal of credit facilities. Please note that we may use the information you provide to make a search with a credit reference agency, which may keep a record of that search. In the case of a limited company we may also make enquiries with a credit reference agency about the principal directors of that company. Signature(s) <i>(If a partnership, all partners should sign)</i> Position: Date:
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I INTRODUCTION

1. Unless otherwise specifically agreed in writing by oe2 Commercial Limited ("oe2"), all quotations and contracts for the supply of Goods ("Goods") by oe2 are made upon these Terms and Conditions of Sale ("the Conditions") which shall at all times override any terms and conditions which the purchaser of such Goods ("the Purchaser") imposes or seeks to impose.
2. Delivery of any Goods following a quotation for supply made by oe2 will be made only upon the Conditions. Orders are accepted subject to the Conditions.
3. Any variation must be approved by an authorised oe2 employee and be in writing.
4. Any quotation or estimate is given subject to the Conditions.
5. oe2's acceptance of an order placed with oe2 by the Purchaser for Goods, whether orally or in writing constitutes the formation of a Contract ("Contract") under and incorporating these Conditions.

II Supply

6. The quantity and description of Goods required under a Contract shall be agreed by oe2 with the Purchaser and shall be confirmed in writing in oe2's delivery note accompanying the Goods.
7. All samples, drawings, descriptive matter, specifications and advertising issued by oe2 and any descriptions or illustrations contained in catalogues or brochures provided by oe2 are issued or published for the sole purpose of identification and do not form part of any Contract none of which constitutes a sale by sample.
8. oe2 shall supply Goods of the type requested by the Purchaser unless such Goods are not available in which event oe2 may offer to the Purchaser alternative Goods. If the Purchaser accepts such offer, oe2 shall provide the alternative Goods at the price notified by oe2 to the Purchaser.
9. No order which has been accepted by oe2 may be cancelled by the Purchaser except with the agreement in writing of oe2 and on terms that the Purchaser shall indemnify oe2 in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by oe2 as a result of the cancellation.
10. As oe2's policy is one of constant improvement oe2 reserves the right to alter the specification of any product without notice.

III Delivery

11. Terms and conditions for delivery are only applicable in the U.K. For delivery outside the U.K. please contact oe2's export department.
12. Unless otherwise agreed delivery of the Goods shall take place at the Purchaser's place of business.
13. oe2 reserves the right to apply Carriage and Administration charge, including, without limitation transport costs, insurance and unloading.
14. Provided oe2 has Goods in stock or can obtain them within the timescale set out below oe2 will endeavor to deliver Goods to the Purchaser within 5 business days and time for delivery of Goods shall not be of the essence.
15. Subject to the other provisions of these Conditions oe2 shall not be liable for any direct, indirect or consequential loss or for any economic loss (including without limitation loss of profits, loss of business, depletion of goodwill and similar loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods even if caused by oe2's negligence), nor shall any delay entitle the Purchaser to terminate or rescind the Contract unless such delay exceeds the agreed date for delivery by 5 business days.
16. If for any reason the Purchaser fails to accept delivery of any of the Goods when they are ready for delivery, or oe2 is unable to deliver the Goods on time because the Purchaser has not provided appropriate instructions or information, then the Goods will be deemed to have been delivered, risk passing to the Purchaser (including without limitation for loss or damage) and oe2 may
 - a. Store the Goods until actual delivery whereupon the Purchaser will be liable for all related costs and expenses (including without limitation storage and insurance); or
 - b. Sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Purchaser for any shortfall below the Contract price.
17. oe2 reserves the right to deliver in instalments and any failure to deliver one instalment will not entitle the Purchaser to terminate the Contract. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the relevant Contract.
18. The quantity of any consignment of Goods as recorded by oe2 upon dispatch from oe's place of business shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary. Claims for shortages or damaged Goods must be made in writing to oe2 within 3 days of receipt of the Goods.
19. Claims for non-delivery must be made to oe2 within 10 days of date of dispatch shown on invoice.
20. Any liability of oe2 for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

IV Risk/Title

21. Goods are at the risk of the Purchaser from the time of their delivery or deemed delivery.
22. Ownership of Goods shall not pass to the Purchaser until oe2 has received in full (in cash or cleared funds) all sums due to it in respect of those Goods and all other sums which are or which become due to oe2 from the Purchaser on any account.
23. Until ownership of Goods has passed to the Purchaser, the Purchaser shall not destroy the Goods or deface or obscure any identifying mark or packaging on or relating to the Goods.
24. The Purchaser may resell the Goods before ownership has passed to it solely on the following conditions:
 - a. Any sale shall be affected in the ordinary course of the Purchaser's business at full market value; and

- b. Any such sale shall be a sale of oe2's property on the Purchaser's own behalf and the Purchaser shall deal as principal when making such a sale.
- 25. The Purchaser's right to possession of Goods shall cease forthwith (unless the Goods have already been resold to a third party) if any order is made or a resolution is passed for the winding up of the Purchaser or if an order is made for the appointment of an administrator to manage the affairs, business and property of the Purchaser or if a receiver is appointed over the whole or the material part of the Purchaser's assets or undertaking or if circumstances arise which entitle the court to make a winding up order or if the Purchaser takes or suffers any similar order or action in consequence of debt in which event oe2 shall be entitled to recover possession of such Goods on demand.
- 26. oe2 shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from oe2.
- 27. The Purchaser grants oe2, its agents and employees as irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Purchaser's right to possession has been terminated, to recover them.
- 28. On termination of a Contract, howsoever caused, oe2's (but not the Purchaser's) rights contained in this Condition IV shall remain in full force and effect.

V Returns

- 29. Notwithstanding any other provision in the Contract, oe2 may at its option allow the Purchaser to return the Goods upon the following conditions:
 - a. That the relevant Goods are non-faulty;
 - b. That the relevant Goods are Goods that are originally held in stock at one of oe2's locations;
 - c. That the Purchaser notifies oe2 within 10 days of delivery of its intention to return the Goods;
 - d. That the Goods are returned to oe2 within 15 days of delivery;
 - e. oe2 and the Purchaser shall agree whether the Goods shall be delivered by the Purchaser to oe2 or collected by oe2 from the Purchaser;
 - f. That the Goods are undamaged, in the original packaging, with all trademarks or other labeling intact and fully suitable for re-sale;
 - g. The Purchaser agrees to pay oe2 a 15% handling fee against the return of non-faulty standard Goods.
- 30. Notwithstanding any other provision in the contract, oe2 may from time to time at its sole option accept the return of non-standard, non-faulty Goods upon separate rates, terms and conditions, to be agreed with the Purchaser in advance of any such return. Non-standard Goods are Goods that are not ordinarily held in stock at one of oe2's locations.

VI Quality and Warranties

- 31. If oe2 establishes to its reasonable satisfaction that there is a defect in the Goods or there is some other failure by oe2 in relation to the conformity of the Goods with the Contract, then oe2 shall, at its option, at its sole discretion and within a reasonable time:
 - a. Replace such Goods with Goods which are in all respects in accordance with the Contract; or
 - b. Issue a credit note to the Purchaser in respect of the whole or part of the Contract price of such Goods as appropriate having taken back such Goods, subject, in every case, to the remaining provisions of this Condition provided that the liability of oe2 under this Condition shall in no event exceed the purchase price of such Goods and performance of any one of the above options shall constitute an entire discharge of oe2's liability under this warranty.
- 32. This Condition shall not apply unless the Purchaser:
 - a. Notifies oe2 of the alleged defect within 3 days of the time when the Purchaser discovers or ought to have discovered the defect;
 - b. Allows oe2 to collect the relevant Goods;
 - c. Complies with any reasonable request or instruction from oe2; and
 - d. Affords oe2 a reasonable opportunity to inspect the relevant Goods.
- 33. If oe2 elects to replace the Goods pursuant to this Condition, oe2 shall deliver the replacement Goods to the Purchaser at oe2's own expense at the address to which the defective Goods were delivered and the legal title to the defective Goods, which are being replaced, shall (if it has vested in the Purchaser) re vest in oe2.
- 34. oe2 shall be under no liability under the warranty in this Condition:
 - a. In respect of any defect arising from wilful damage, negligence, abnormal storage conditions, failure to follow oe2's or the manufacturers instructions whichever is appropriate (whether oral or in writing);
 - b. If the total price for the Goods has not been paid by the due date for payment;
 - c. In respect of any type of defect or damage specifically excluded by oe2 by notice in writing; or
 - d. If the Purchaser makes any further use of the Goods after giving notice in accordance with this Condition.
- 35. oe2 shall endeavor to transfer the Purchaser the benefit of any warranty or guarantee given in respect of Goods by the manufacturer or supplier thereof to oe2.
- 36. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

VII Insolvency of the Purchaser

- 37. Without limiting any other right or remedy available to oe2, oe2 may cancel a Contract or suspend any further deliveries under any Contracts without any liability to the Purchaser, and if Goods have been delivered but not paid for the Price in respect thereof shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:

- a. The Purchaser makes a composition or voluntary arrangement with its creditors or enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction), or a moratorium comes into force in respect of the Purchaser (within the meaning of the Insolvency Act 1986); or
- b. An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Purchaser; or
- c. The Purchaser ceases, or threatens to cease, to carry on business; or
- d. oe2 reasonably apprehends that any of the events mentioned above are about to occur in the relation to the Purchaser and notifies the Purchaser accordingly.

VIII Price

38. All prices displayed in both our printed and online publications are subject to VAT where applicable.
39. Prices are correct at time of issue and are subject to change without prior notice.
40. The price charged to the Purchaser will be the prevailing price at the time of ordering unless otherwise stated.
41. Estimates and quotations are not binding on oe2 until oe2 has accepted an order in writing or has delivered the Goods to the Purchaser and oe2 reserves the right to revise quoted prices and charges in the event of any changes in oe2's costs and/or prevailing conditions between the date of estimate/quotation and the date of dispatch and or/where oe2's quoted prices are inaccurate owing to accidental error or omission on oe2's behalf affecting the price or its calculation.

IX Payment Terms

42. oe2 shall render invoices in respect of Goods as delivered. Subject to the Purchaser having an account with oe2, payment of the invoiced price is due in cleared funds in pounds sterling within thirty (30) days of delivery or deemed delivery of the Goods.
43. If the Purchaser fails to make payment on the due date then, without limitation to any other right or remedy available to oe2, oe2 shall be entitled without notice to the Purchaser (even if the Purchaser has a contract with a third party) to:
 - a. Terminate any outstanding order or quotation;
 - b. Withhold and/or suspend supplies; or
 - c. Reduce the Purchaser's credit limit,
44. oe2 shall also be entitled, at its discretion, to receive payment of any and all monies in respect of Goods supplied whether these monies would ordinarily be due for payment at that time or not.
45. In addition, oe2 shall be entitled to charge the Purchaser interest on the amount unpaid at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 which interest shall be payable by the Purchaser on demand and the Purchaser will indemnify oe2 in respect of all costs incurred by oe2 in recovering payment, including the cost of instructing solicitors.
46. In the event that Condition III (Paragraph 14) becomes applicable, oe2 reserves the right to demand payment prior to the dispatch of any further Goods for future sums becoming due under any Contract.
47. In the event that the Purchaser tenders payment by cheque, and the cheque is subsequently returned by the Purchaser's Bankers unpaid, the Purchaser will also indemnify oe2 in respect of all resulting bank charges incurred by oe2.
48. The Purchaser shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by oe2 to the Purchaser.
49. oe2 reserves the right to set off, deduct or discount any amounts due from oe2 under any other arrangement with the Purchaser against any monies due to oe2 under this Contract.
50. In the event that the Purchaser does not have an account for payment with oe2, the Purchaser shall make payment of the Price on or before actual delivery of the Goods by way of cash, credit or debit card for the full amount owing and any failure to make such payment shall entitle oe2 to rescind the Contract in respect thereof, time for payment being of the essence.

X Limitation of Liability

51. The following provisions set out the entire liability of oe2 (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of:
 - a. Any breach of a Contract or these Conditions;
 - b. Any use made or resale by the Purchaser of any Goods, or of any product or services incorporating or utilizing any Goods; and
 - c. Any representation, statement or tortious act or omission including negligence arising under or in connection with a Contract.
52. Nothing in these Conditions excludes or limits the liability of oe2:
 - a. For death or personal injury caused by oe2's negligence; or
 - b. For any matter which it would be unlawful for oe2 to exclude or attempt to exclude its liability; or
 - c. For fraud or fraudulent misrepresentation.
53. Subject to Condition X (Paragraph 52):
 - a. oe2's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price in respect of the Contract under which such liability arises; and
 - b. Shall not be liable to the Purchaser for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for indirect special or consequential compensation whatsoever (howsoever caused) which arise out of or in connection with a Contract.

XI Safety and Product Recalls

54. The Purchaser shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the Goods concerning their storage and use and the Purchaser shall refer its employees and its customer's to such instructions and guidelines.
55. The Purchaser should satisfy itself that the persons responsible for the storage and use of any Goods supplied by oe2 have all the information required on health and safety and oe2 shall not be liable to the Purchaser in any civil proceedings brought by the Purchaser against oe2 in respect of a breach of the user instructions or any applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety where such exclusion of liability is permitted by law.
56. The Purchaser shall keep oe2 properly informed of all complaints concerning the Goods and shall comply with any directions of oe2 in any issues, proceedings or negotiations relating to such complaint.
57. In the event of any recall of the Goods by oe2 the Purchaser shall co-operate fully and promptly with any steps taken by oe2 under the Condition below.
58. oe2 may at its discretion recall any Goods already sold by oe2 to the Purchaser, (whether for a refund or credit or for replacement of the Goods which shall in each case be undertaken by oe2) and/or issue any written or other notification to the Purchaser about the manner of use of any Goods already sold by oe2 to the Purchaser. The Purchaser agrees to give all reasonable assistance to oe2 or the manufacturer in resisting any claim which may arise under any recall of product by oe2 or the manufacture of such product.

XII Force Majeure

59. oe2 reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of oe2 including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Purchaser shall be entitled to give notice in writing to oe2 to terminate the Contract.

XIII Product Information

60. Whilst oe2 has made every effort to ensure that details and information given in both our printed and online publications are accurate at the time of issue, oe2 gives no guarantee as to the accuracy or completeness of such information. Full technical specifications are not necessarily included and furthermore, oe2's policy is one of continuous improvement and the right is reserved to alter details and information at any time as the need arises.
61. Accordingly, the Purchaser should check any details and information they wish to rely on with oe2 at the time of purchase. oe2 accepts no liability in respect of any errors or omissions herein contained or for any loss of damage, malfunction or consequential loss arising from reliance upon our publications.

XIV oe2 Disclaimer

62. Any products shown in both our printed or online publications do not represent endorsement by oe2 of any other products, services or organisations.

XV Colour Reproduction

63. The colour reproductions of the garments featured in both our printed or online publications are as accurate as the printing or electronic process will allow.

XVI Data Protection

64. oe2 will at all times comply with its obligations under the Data Protection Act 1998.
65. oe2 may monitor and record telephone calls for the following purposes:
 - a. Training;
 - b. Quality and control; and
 - c. To confirm verbal instructions.
66. oe2 has and maintains privacy policies in respect of its website and its business activities generally. For details, please request a copy.

XVII Assignment

67. Neither party shall assign the benefit of a contract or delegate an obligation under it without the written prior consent of the other party, such consent not to be unreasonably withheld or delayed.

XVIII General

68. If any provision (or part of provision) of these terms and conditions is found by any court or administrative body with jurisdiction to be invalid, unenforceable or illegal, all remaining provisions will remain in full force and effect.
69. Failure or delay by oe2 in enforcing or partially enforcing any provision of a Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by oe2 of any breach of, or any default under, any provision of a Contract by the Purchaser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
70. Each party agrees to keep secret and confidential all information obtained or disclosed as a result of the relationship of the parties under the Contract.

oe2 Commercial Limited Terms and Conditions

71. These Conditions are not intended to confer any benefit upon any third party.
72. These Conditions shall be governed by and construed in accordance with English law.
73. Condition headings do not affect the interpretation of these Conditions.
74. Notices shall be delivered personally, or sent by pre-paid first class post to the address of the recipient notified to the other party at the time the relationship between them began, unless the recipient has notified the other party in writing of a change of address since that time in which event such notice shall be sent to such new address.
75. Notices shall be deemed received:
 - a. If sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting);
or
 - b. If delivered by hand, on the day of delivery.

XIX All Rights Reserved

76. No part of any oe2 publication may be reproduced or transmitted in any form or by any means including photocopying and recording, without the written permission of the copyright holder, application for which should be addressed to the publisher.
77. Such written permission must be obtained before any part of this publication is stored in a retrieval system of any nature.
78. All prices are subject to VAT. All prices are subject to alteration without notice. We reserve the right to amend the Conditions, which are subject to confirmation at the time of application.

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