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M17 1PP

BEHRENS

TEXTILES WITH HERITAGE

Please be kind enough to complete the following customer account form so that we have the correct particulars concerning your business and return it to us by email to accountsreceivable@behrens.co.uk with a copy of your Business Letterhead and Invoice.

1. Full Business Title: _____

2. Full Registered Address _____ Full Trading Address: _____

3. Telephone Number: _____

4. Fax Number: _____

5. Accounts E-mail Address _____

6. Sales E-mail Address _____

7. Please state contact names for:
(a) Order Queries: _____
(b) Payments: _____

8. Is your Business a Limited Company? **Yes** **No**
If the answer to question 8 was YES please provide your Company registration _____

9. On what date was it registered? _____

10. Date business was established? _____

11. If answer to question 8 was NO, please list below the names, including forenames, and private addresses of all the Proprietors/Partners.

Mr/Miss/Mrs _____

Mr/Miss/Mrs _____

12. What is the nature of your business?

13. How long has it been under the present ownership?

14. The Name and Address of your Bankers

15. Sort code

16. Account Number

17. Vat registration number?

18. Details please of two of your existing U.K. product/fabric suppliers whom we can approach for trade references.

If we grant you credit facilities, and our terms of payment as detailed overleaf (30 days nett) are not met or we consider your circumstances have changed we reserve the right to remove your credit facilities without notice.

I hereby confirm that the above particulars given on this form are correct and complete and we agree that all goods supplied by you will be in accordance with your terms of trading as detailed overleaf and on your despatch notes and other documentation.

Company Name _____
Date _____
Print Name _____
Signature _____
Position in Company _____

SIR JACOB BEHRENS & SONS LTD - CONDITIONS OF SALE

1. "The Company" means Sir Jacob Behrens & Sons Ltd. Registered No 454323 England.
2. "Goods" means the articles or things or any of them described in the Contract.
3. "The Buyer" means the person, firm or company with whom the Contract is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such person, firm or company.
4. "The Contract" means the Company's quotation for the sale or supply of the Goods and any document referred to therein, these Conditions of Sale, the Buyer's order for the Goods and the Company acknowledgement thereof and if there shall be any inconsistency between the documents comprising the contract they shall have precedence in the order herein listed
5. These conditions shall be deemed to be incorporated in all contracts of the Company to sell goods and in the case of any inconsistency with any order letter or form of contract sent by the Buyer to the Company or any other communication between the Buyer and the Company whatever may be their respective dates the provisions of these conditions shall prevail unless expressly varied in writing and signed by a director on behalf of the Company. Any concession made or latitude allowed by the Company to the Buyer shall not affect the strict rights of the Company under the contract. If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the Contract the other Conditions shall continue in full force and effect.
6. The buyer shall indemnify the Company against all costs claims and damages incurred or threatened arising out of any alleged infringement of patents trademarks copyright or registered design occasioned by the manufacture or sale of goods made to the specification or special requirements of the Buyer.
7. No statement description information warranty condition or recommendation contained in any catalogue price list advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to enlarge vary or override in any way any of these conditions.
8. Except as shall be expressly included by the Company in each Contract for Goods any conditions or warranties (whether express or implied by statute common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of Goods of their fitness for any particular purpose (even if that purpose is made known expressly or by implication to the Company) or as to the correspondence of Goods with any description or sample are hereby expressly negated.
9. Notwithstanding that the Company may have given a detailed quotation no order shall be binding on the Company unless and until it has been accepted in writing by the Company.
10. Where the Goods are handed to a carrier for carriage to the Buyer or to United Kingdom port for export any such carrier shall be deemed to be an agent of the Company and not of the buyer for the purposes of Sections 44,45 and 46 of the Sale of Goods Act 1979. The Buyer agrees that section 32 (3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.
11. If for any reason the Buyer is unable to accept delivery of the Goods at the time when Goods are due and ready for delivery the Company may at its sole discretion without prejudice to its other rights invoice the Goods and store the Goods at the risk of the Buyer and take all reasonable steps to safeguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof.
12. The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering Goods through any circumstances beyond its control including but not limited to industrial action or unavailability of materials from normal source or supply.
13. The Company if prevented or hindered from making delivery on the due date by any cause whatever beyond its control may defer or suspend delivery during the currency of such cause and delivery made as soon as practicable after such cause shall have ceased to have effect shall be accepted by the Buyer as conforming to the contract. The Company shall not be liable for loss arising from any such cause.
14. Failure to take delivery of any Goods on the due date shall give the Company the right to cancel any outstanding balance to be delivered under this or any other contract between the Company and the Buyer.
15.
 1. All times or dates given for delivery of Goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of any contract nor shall the Company be under any liability for any delay beyond the Company's control. Unless expressly stated to the contrary it is a condition of this Contract that the Company may require the Buyer to accept delivery within 6 months of the date of contract.
 2. The Company shall have right to make delivery by instalments of such quantities and at such intervals as it may decide and to invoice each instalment as and when delivery thereof has been made.
 3. The Buyer agrees to pay for any loss or extra cost incurred by the Company through the Buyer's instructions or hick of instructions or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants, agents or employees.
 4. No liability for loss due to non-delivery, shortage in delivery, or damage to the Goods, occurring prior to delivery or for any claim that the Goods are not in accordance with the Contract will attach to the Company unless claims to that effect are notified in writing by the Buyer to the Company, (and in the case of claims for shortage in delivery or damage to goods during transit, the Company accepts no responsibility unless the consignment note has been signed with a statement (floss or damage at the time of delivery):- a) Within two days of delivery for shortage in delivery or damage in transit, together with a copy of the consignment note similar notice must also be given to the carrier if the Company's own vehicles have not been used to deliver goods. b) Within three days for non-compliance with the Contract; or c) Within seven days of the date of the invoice for non-delivery.
 5. In the event of a valid claim by the buyer under 15 (4) above the Company undertakes at its option to refund the purchase price of the Goods or to reprocess or replace the Goods at its expense but shall not be under further or other liability (to any person) in connection therewith
 6. If the Buyer shall fail to give notice in accordance with condition 15 (4) above the goods shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by the Buyer it shall be bound to accept and pay for the same accordingly.
16. Goods supplied in accordance with the Contract cannot be returned without the Company's prior written authorisation. Duly authorised returns shall be sent to the Company's address at the Buyer's expense.
17. The Company shall not be liable for any costs claims or damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits income production or accruals or loss of such profits income production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis.
18. The liability of the Company to the Buyer for any loss or damage of whatsoever caused shall be limited to and in no circumstances shall exceed the price of the Goods.
19.
 1. All claims and complaints must other than those referred to in 15 (4) be made in writing within fourteen days from the date of delivery of the Goods after the expiry of which period the Buyer shall be deemed to have accepted the Goods as being in conformity with the contract and the Company shall cease to be under any liability. If a valid claim is made the Company will have the option to refund the purchase price of the Goods returned or repair or replace the defective Goods.
 2. In substitution for all rights which the Buyer would or might have but for these Conditions the Company undertakes in the case of Goods manufactured by the Company that if within fourteen days of delivery of any item of the Goods a serious defect in materials or workmanship appears therein it will at its own discretion either credit to Buyer in full the price paid by the Buyer to the Company for such item or repair it or supply a replacement thereof free of charge at the place of delivery specified by the Buyer for the original Goods provided that in any case they have been accepted and paid for. In order to exercise its rights under this Condition the Buyer shall inform the Company within seven days of the date when such defect appeared or ought reasonably to have been discoverable and shall at the Company's written request return the defective Goods carriage paid to the Company's premises. Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts omissions negligence or default of the Buyer its servants or agents including in particular but without prejudice to the generality of the foregoing any failure by the Buyer to comply with any recommendations of the Company as to storage and handling of the Goods.

Where the goods are for delivery by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept delivery thereof.

3. Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom statute.
20. The Company shall not in any case be liable for any claim or complaint whatsoever by the Buyer if cloth has been cut partly or wholly made into garments or undergone any process whatsoever.
21. Claims in respect of faulty Goods shall not entitle the Buyer to withhold payment of any amount due to the Company and shall not give the Buyer any right of setoff against payment due to the Company.
22. We shall have the right to suspend deliveries under this and/or any other Contract we may have with you without giving us rise to any claims whatsoever by you if we consider the amount outstanding on your account (whether actually due for payment or not) to be the limit to which we are willing to give credit. The exercise of this right shall be without prejudice to any other rights we may have.
23.
 1. Unless stated to the contrary payment in respect of invoices shall be due in cash not later than 30 days after the date of invoice but payment shall become due in any event forthwith upon the occurrence of any of the events referred to in Condition 26 hereof.
 2. The time of payment shall be of the essence of the Contract.
 3. Without prejudice to any other rights it may have the Company shall be entitled to receive interest of 8% per annum above the then Current Base Lending Rate of the National Westminster Bank PLC on any payment received after due date.
 4. All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.
 5. If the Goods are delivered in instalments the Company shall be entitled to invoice each instalment as and when delivery thereof has been made and payment shall be due in respect of each instalment whereof delivery has been made notwithstanding non-delivery of other instalments or other default on the part of the Company. If upon the same terms applicable to any order the price shall be payable by instalments or if the Buyer has agreed to take specified quantities of Goods at specified times a default by the Buyer of the payment of any due instalment or the failure to give delivery instructions in respect of any quantity of Goods outstanding shall cause the whole of the balance of the price to become due forthwith. The price of the Goods shall be due in full to the Company in accordance with the terms of the Contract and the Buyer shall not be entitled to exercise any set-off lien or any other similar right of claim.
24. From the time of delivery the Goods shall be at risk of the Buyer who shall be solely responsible for their custody and maintenance but unless otherwise expressly agreed in writing, the Goods shall remain the property of the Company until all payments under the Contract and any other Contract between the Seller and the Buyer have been made in full and unconditionally. Whilst the ownership of the Company continues the buyer shall keep the Goods separate and identifiable from all other goods in its possession as bailee for the Company. In the event of any resale by the buyer of the Goods the beneficial entitlement of the Company shall attach to the proceeds of sale or other disposition thereof so that such proceeds or any claim therefore shall be assigned to the Company and until such assignment shall be held on trust in a separate identified account for the Company by the Buyer and such proceeds shall not be mingled with other moneys or paid into any overdrawn bank account and shall at all times be identifiable as the Company's moneys. In the event of failure to pay the price in accordance with the Contract the Company shall have power to re-sell the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Company and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer to remove the Goods.
25. Failure to pay for any Goods on the due date shall give the Company the right to withhold further deliveries under this or any other Contract between the Company and the Buyer or at the Company's option to cancel this or any other such Contract.
26. If the Buyer shall be in breach of any of its obligations under the Contract or if any distress or execution shall be levied on the Buyer's property or assets or if the Buyer shall make or offer to make any arrangements or composition with his creditors or commit any acts of bankruptcy petition be presented against him or (if the Buyer is a company) if any Resolution or Petition to wind up such company shall be passed or presented or if a Receiver of the whole or any part of such company's undertaking property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may determine wholly or in part any and every contract between the Company and the Buyer or may (without prejudice to the Company's right subsequently to determine the Contract for the same cause should it so decide) suspend further deliveries of Goods until any defaults by the Buyer be remedied.
27. Nothing in these Conditions is to be deemed to affect the Customer's rights under Section 12 of the Sale of Goods Act, 1979 (as may be amended from time to time).
28. This Contract will be governed by English Law.
29. Approx. quantity to be interpreted as plus or minus 10 per cent.
30. The Company may assign the Contract with the Buyer or sub-contract the whole or any part thereof to any person, firm or company.
31. Any dispute under or arising out of this Contract shall be referred to the Bradford Chamber of Commerce for arbitration under the provisions of the Arbitration Act 1950 or any amendment or re-enactment thereof by a sole arbitrator to be appointed (in default of agreement) at the request of either party by the President for the time being of the Bradford Chamber of Commerce and Industry.

Company Name _____

Date _____

Print Name _____

Signature _____

Position in Company _____