



TRILUX
NEW LIGHT.

TRILUX LIGHTING LIMITED
TRILUX HOUSE, Winsford Way
Boreham Interchange
CHELMSFORD
Essex CM2 5PD
Telephone 01245 463463
Telefax 01245 462646
enquiries@trilux.co.uk

CREDIT APPLICATION FORM

Full Trading Name

Limited/Partnership/Sole Trader (please circle one)

Company Registration No.

Trading Address

Reg. Office

.....

.....

Postcode.....

Postcode.....

Telephone No.

Vat Registration.....

Fax

Trilux Representative:

Accounts Contact.....

Credit Limit Required. £

Accounts Email.....

This should be based on your average monthly spend, taking into consideration our settlement terms of 30 days from invoice date.

Industry Category

Please indicate the industry most relevant to your business

National Wholesaler / Independent Wholesaler / Installer / Planner / Architect / Light Designer / Medical Institution / Education / Other

Sole Trader or Partnership please complete the following: If a limited company, please supply a Director's name

Sole Trader/Partner No.1/Director

Partner No.2

Full Name

Full Name

Home Address

Home Address

..... Post Code

..... Post Code

Telephone No.

Telephone No.

Date Business Established

Bank Reference

Type of Business

Bank / Bs Address

Payments Contact

.....

Department.....

..... Post Code

Tel. No. (if different)

A/c Sort Code

2nd Contact Name

Name of Account

Trade Ref No. 1

Trade Ref No. 2

Name

Name

Address

Address

.....

.....

..... Post Code

..... Post Code

Tel No

Tel No

Fax No.....

Fax No.....

Accountants Details: Name Tel No

Contact Date of Year End

Please accept this form as my/our application for a credit account.

Signed Director/Partner/Owner

Print Name:.....

I/we have read and agree to the terms & conditions of Trilux UK as printed overleaf. I/we give my/our consent to a credit search being made on me/us as owner/partner or director of this organization both now & at any future date. I/we understand this search will be recorded by the agency & may be disclosed to subsequent enquirers. I/we also understand and accept that the offer of credit will be based on the information received from any such agencies.

TRILUX LIGHTING LTD

GENERAL CONDITIONS OF SALE

General Conditions of Sale

(hereinafter referred to as the Company)

1. General

All orders are accepted and executed on the understanding that the Purchaser is bound by these General Conditions of Sale. Where there is any inconsistency between these Conditions of Sale and any Conditions which the Purchaser seeks to impose these General Conditions of Sale shall prevail.

2. Validity of quotation

The Company reserves the right to refuse the Purchaser's purported acceptance of a quotation unless such quotation is stated to be open for a specific period and is not withdrawn in such period. In the event that no quotation is given by the Company and it has received an order from the Purchaser, all deliveries are made subject to these General Conditions of Sale.

3. Prices

Unless otherwise agreed in writing, all orders are executed subject to prices ruling at the date of dispatch and at price list of the Company whether published or not shall not affect the right of the Company to charge for goods in accordance with this clause. All prices are subject to the addition of Value Added Tax at the appropriate rate.

4. Payments

(a) Payment is due in full 30 days from date of invoice.
(b) Where the contract is to be or may be fulfilled in separate installments, deliveries or parts, payment for each such installment, delivery or part, shall be made as if the same constituted a separate contract.

5. Credit References

Any contract shall be subject to the Company being satisfied as to the Purchaser's credit references.

6. Carriage and Risk

(a) Unless otherwise specified, the prices exclude charges for carriage. The Company reserves the right to choose the method of transport.
(b) The risk in the goods forming the subject matter in this contract shall pass to the Purchaser when the Company delivers the goods in accordance with the terms hereof to the Purchaser or to any other person to whom the Company has been authorised by the Purchaser to deliver the goods whether expressly or by implication, thereafter the Company shall not be liable for the safety of the goods and the Purchaser should therefore insure the goods. This is also applicable in cases where carriage is borne by the Company. The Company takes all responsibility, care and precautions in packaging the goods and therefore cannot accept responsibility for damage or delay during transit unless it has failed to take such reasonable care.

7. Packing

Where is necessary to dispatch goods in crates, cases, pallets, stillages or skids or other such packing a charge will be made for this. Unless otherwise specified, this amount will be credited in full on the return, within one month, of such crates, cases, pallets, stillages and skids, etc, in good condition carriage paid. No charge is made for any other form of packaging and no credit will be allowed for its return.

8. Samples

Any samples submitted with the Company's quotation or at the Purchaser's request must be returned within ninety days of receipt and may be charged if not so returned.

9. Delivery and force majeure

(a) Any times quoted for dispatch, repair or replacement are to be treated as estimates only and the Company shall not be liable for failure to dispatch, repair or replace goods within such time unless the Purchaser has suffered loss thereby and the amount payable in

respect thereof shall have been agreed in writing prior to dispatch as liquidated damages, in which case the Company's liability shall be limited to the amount so agreed to be paid. In all cases, whether a time for dispatch be quoted or not, the time for dispatch shall be extended by reasonable period having regard to all the circumstances if delay in dispatch is caused by instructions or lack of instructions or other necessary particulars from the Purchaser.

(b) The Company shall be under no liability for any loss or injury suffered by the Purchaser where the Company is prevented from carrying out any provisions of the contract as a result of any cause beyond its reasonable control including (but not limited to) Acts of God, legislation, war, fire, drought, failure of plant or power supply or collapse of structure, lockout, strike or other actions taken by employees in contemplation or furtherance of a trade dispute, or owing to any inability to procure materials required for the performance of the contract. The contract shall be suspended during such delay but upon cessation of the cause of delay, the contract shall again become fully operative provided that if such delay shall exceed a period of twelve months, either party may give written notice of termination of this contract and thereupon the contract shall terminate.

10. Passing of Property

Property in and title to all goods supplied to the Purchaser under this contract shall remain vested in the Company until such goods have been paid for in full. Until such time as the Company has been so paid in full the Purchaser hereby grants to the Company the right to enter onto any premises owned or occupied by the Purchaser for the purpose of removing any goods the property of the Company which have not been paid for in full by the Purchaser.

11. Default

Should the Purchaser default in paying sums due for goods supplied, the Company reserves the right in its absolute discretion to suspend all further deliveries until the default is made good or cancel the balance of the order. In either case, the Company shall hold the Purchaser liable for costs incurred by the Company in producing goods already in course of manufacture or ready for dispatch. Should the Purchaser fail punctually to comply with the terms of payment, the Company shall be entitled to charge interest on any amount overdue at the rate of 8 percent per annum above the base rate for the time being of the Company's bankers plus any costs associated with the collection of the debt.

12. Warranty

(a) Nothing herein contained shall operate to exclude the liability of the Company to the Purchaser in contract or in tort except where it is reasonable in all the circumstances for the Company to rely upon any exclusion at liability contained herein and without prejudice to the generality of the foregoing, nothing herein contained shall operate to exclude any warranty or condition implied by Law as to the quality of goods in the event that the Purchaser "deals as a consumer" within the meaning of that expression as defined in section 12 of the Unfair Contract Terms Act 1977 provided always that any liability under such warranty or condition shall not arise from any act or omission by the Purchaser.

(b) Save as aforesaid the Company will make good by repair or at the Company's option, by the supply of a replacement, defects which under proper storage and use, appear in the goods within the period of twelve calendar months after the goods have been delivered and arise solely from faulty design (other than a design made, furnished or specified by the Purchaser for which we have disclaimed responsibility in writing), materials or workmanship. Provided further that in respect of parts or components not of the Company's manufacture, the Company will give the Purchaser a guarantee equivalent to the guarantee (if any) which the Company may have received from the

supplier of such parts or components in respect thereof, but not so as to impose the Company in respect of such parts or components a liability greater than that imposed on it by the aforesaid provision of this Clause. Save as aforesaid and as provided in Clause 9 the Company shall not be under any liability in respect of defects in goods delivered or for any injury, loss or damage resulting from such defect or from any work done in connection therewith and its liability under this Clause shall be in lieu of any warranty or condition implied by Law as to the quality of fitness for any particular purpose of such goods.

13. Product Liability

The Purchaser shall indemnify the Company against all costs, claims, damages or expenses which the Purchaser may incur in respect of any action brought under the provisions of the Consumer Protection Act 1987 in circumstances where the goods the subject of this contract were either:
(a) not the defective part of the products in respect of which such action was brought; or
(b) only rendered the defective part or became a defective product by reason of the actions or missions of the Purchaser; or
(c) only rendered the defective part or became a defective product by reason of instructions or information given or supplied by the Purchaser.

14. Return of Goods

In no circumstances may goods supplied against a firm order be returned without the Purchaser having first applied for and obtained the written consent of the Company. A handling charge may be deducted from any credit allowed where it is established that the reason for their return was not the subject of the provisions of Clause 12 hereof or through any error on the part of the Company.

15. Rejection

Unless otherwise agreed in writing or specifically provided for herein goods rejected by the Purchaser as not complying with the Contract must be rejected within 14 working days of delivery.

16. Storage

If the Company does not receive written forwarding instructions sufficient to enable it to dispatch within 14 days after the Company has notified the Purchaser in writing that the goods are ready for delivery, the Purchaser shall take delivery or arrange for storage. If the Purchaser does not so take delivery or arrange for storage, the Company shall be entitled to invoice and be paid for the goods as though the goods had been duly delivered in accordance with these conditions and the Company may arrange storage either at the Company's own works or elsewhere on the Purchaser's behalf and all charges for storage for insurance or for demurrage shall be payable by the Purchaser.

17. Descriptive Matter and Illustrations

All descriptive and technical specifications, drawings and particulars of weights and dimensions issued by the Company are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract.

18. Variations

In the event of variation or suspension of work undertaken by the Company in accordance with the Purchaser's instructions or lack of instructions, the contract price shall be adjusted to reflect costs involved. Where a price per unit has been quoted and the Purchaser requires a smaller number of units to be delivered than those quoted for, the Company reserves the right to adjust the rates of prices applicable thereto.

19. Bankruptcy and Winding-up

In the event of the Purchaser committing any breach of this contract, or if any distress or execution is levied upon the

goods of the Purchaser or if he offers to make any arrangement with or for the benefit of his creditors, or commits any act of bankruptcy or (being a limited company) has an administrator or administrative receiver appointed at its undertaking or assets or any part thereof, or (save for the purposes of a reconstruction or amalgamation without insolvency) goes into liquidation, the Company shall thereupon be entitled without prejudice to their other rights, forthwith to suspend all further deliveries until the default has been made good, or determine the contract or any unfulfilled part thereof, or at the Company's option to make partial deliveries.

20. Performance

Any performance figures given by the Company are based on its experience and are such as the Company expects to obtain on test in its works. The Company shall be under no liability for damages or failure to attain such figures unless the Company has specifically guaranteed performance figures subject to the recognized tolerances applicable to such figures. The Purchaser assumes responsibility that goods stipulated by it are sufficient and suitable for its purposes save insofar as the Purchaser may have relied on the Company's advice given in writing in connection therewith.

21. Copyright

All drawings, descriptions and other information submitted by the Company shall remain the property of the Company together with the copyright therein.

22. Arbitration

If at any time any question, dispute or difference whatsoever shall arise between the Purchaser and the Company upon, in relation to or in connection with the contract, either the Purchaser or the Company may give to the other notice in writing of the existence of such question, dispute or differences and the same shall be referred to the arbitration of a person to be mutually agreed upon of failing agreement within 30 days of receipt of such notice, of some person appointed by the President for the time being of the Law Society of England and Wales.

23. Legal Construction

These general conditions of sale shall be construed in accordance with the law of England in force for the time being and in the event of a dispute or difference arising between the parties, subject to the right to arbitration hereinbefore provided, the High Court of Justice shall be the competent Court of Jurisdiction.

I confirm I have read, understand and accept these terms and conditions.

Company :

Name:

Signature:

Date: