

Flo-mix (UK) Ltd
Port Warrington
Birchwood Lane
Penketh
Warrington
WA4 6XE
NI625075

Head office.: 50 Stoneyford Road
Lisburn Co. Antrim BT28 3SP.

General enquiries ☎ 0161 244 8690
Orders ☎ 07900 236767
Accounts ☎ 02892 648600

CREDIT ACCOUNT APPLICATION

I / We request that you open a credit account in the name of: _____

Trading Name: _____

Registered Name (if different): _____

Registered Office: _____ Company Reg. No.: _____

Date business commenced: _____

Invoice / Statement Address (if different): _____

Postcode: _____

Tel. No.: _____ Fax No.: _____ Mobile No.: _____

Is the company a subsidiary? Yes / No If yes, the name and address of the ultimate holding company:

If not a limited company give details of owners / partners full name and private address(se):

Line of business:

Person dealing with payments:

I / We authorise you to approach our bank for reference. Account No.: _____

Branch Name: _____ Sort Code No.: _____

Branch Address: _____

Signature: _____ Date: _____

Name (please print): _____ Position: _____

TRADE REFERENCES

| | |
|--|------------------------|
| 1. Name: Address: Tel. No.: | <i>Office Use Only</i> |
|--|------------------------|

| | |
|--|------------------------|
| 2. Name: Address: Tel. No.: | <i>Office Use Only</i> |
|--|------------------------|

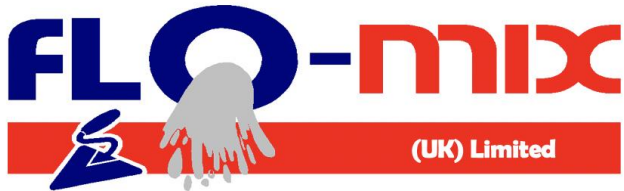
| | |
|--|------------------------|
| 3. Name: Address: Tel. No.: | <i>Office Use Only</i> |
|--|------------------------|

| | |
|--|------------------------|
| 4. Name: Address: Tel. No.: | <i>Office Use Only</i> |
|--|------------------------|

Please include telephone numbers to assist administration.

| | |
|---------------------------|---------------|
| For STONEYFORD use | |
| EMSV £ _____ per month | Signed: _____ |
| Date: _____ | |

Copies of our Trading Terms attached. Please confirm agreement to these by signing attached sheet and returning to us as soon as possible.

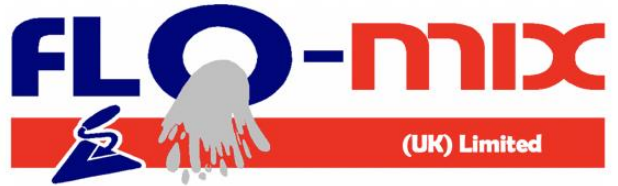


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CONDITIONS OF SALE

1. Acceptance of this Quotation of Acknowledge of order shall be deemed to constitute an acceptance of our Conditions of Sale.
2. Terms quoted are conditional upon acceptance in full and if any items are to be excluded or reduced an amended quotation may be necessary.
3. Acceptance of a quotation does not constitute a contract unless confirmed by us in writing.
4. Unless otherwise agreed by us in writing the above terms and conditions shall apply to all orders placed with us. Any stipulations or conditions in a customer's order which would conflict with any of these terms and conditions or in any qualify and negate the same shall be deemed to applicable to any order placed with us unless expressly agreed by us in writing when acknowledge the order in request.
- 4a. When an order is placed verbally, we cannot accept responsibility unless a confirming official order follows. This clause also applies to variation of original instructions.
5. The ownership of any goods shall remain vested in us until all monies due to us have been discharged and until such payment, the customer shall, if so requested by us, store the goods in such a way as to make them clearly identifiable as our property. Until we have been paid in full the goods shall be held by the customer in trust for us and all monies received by the customer from third parties in respect of the sale of the goods shall be likewise held in trust for us.
6. Terms of trading for charge accounts are on a strict monthly payment basis, i.e. payment terms are strictly 30 days from Invoice and should be paid in full. **Failure to complete payment will result in Account being put on stop and No deliveries will be made to site until completion of payment.** Interest on late payments will be a rate of 2% above the bank rate. Main contractors discount will only be given in the final valuation.
7. Whilst we will always endeavour to supply and/or deliver on an arranged date we cannot accept responsibility for non-delivery arising from strikes, lockouts, labour disputes, civil commotion, fire, accidents, mechanical break-down, weather conditions or other causes over which we have no control.
8. It is deemed that the buyer shall be required to count, inspect and examine the goods upon delivery. We shall not be liable for any shortage or defect in the quality or state of the goods unless the buyer shall have given us within 3 days after delivery of goods, a written notice specifying the complaint and shall then afford us a reasonable opportunity of inspecting the goods before they have been used or incorporated in any work or structure.
9. Where coloured mortar is involved, whilst we will manufacture using best quality pigments, we cannot guarantee continuity of colour or degree of fade.
10. Due to the variation in raw materials, we cannot guarantee to match exactly any samples given or sold.
11. As quarries develop there may be unavoidable variations from sample, in colour, shade, texture or veining, but we guarantee the material supplied to be of the particular quarry or trade variety specified.

12. All designs, illustrations, drawings etc., furnished with an estimate to remain our property. Such designs etc., shall not be binding as to details.
13. Goods delivered by us must be signed for at destination. Alleged shortage or damage should be noted on our delivery receipt docket and confirmed in writing within 48 hours of delivery. Otherwise no claims for alleged shortage or damage will be entertained by us.
14. Our liability to indemnify customers will be restricted to the indemnity provided in our current public liability policies of insurance which are available for inspection.
15. When goods are delivered by us, they shall be delivered to the nearest hard road to destination with customer to off-load without delay. In the case where we consider undue or excessive delay has occurred in off-loading, we reserve the right to make a charge for the vehicle and operative.
- 15a. When goods collected from our works are signed for in good condition, we cannot be responsible for subsequent damage.
16. Prices quoted or acknowledged against an order are present day prices and are subject to full fluctuations and will be charged at rates ruling at date of dispatch.
17. When the packaging cases or pallets are supplies and charges they cannot be credited unless returned by the customer in good condition to our works.
18. Quoted prices do not unless specifically stated include value added tax (VAT). VAT will be added at the current appropriate rate.
19. Goods for export do not unless specifically stated include for customers import duty or other government taxes and these charges would be for the customer's account.
20. Availability of goods at quotation stage is based on the current stock/order situation.
21. Goods made specifically to order cannot subsequently be cancelled and the customer is liable for payment in full.
22. If mixes / products have been ordered for specific purpose and are not required by customer in either quantity or specification, extra charges will be applied for cost recovery.
23. Standard products returned to us in good condition will be credited at ex-works price ruling at time of original purchase less a 10% reduction for handling and administration. A guarantee of credit cannot be given for goods returned in a damaged or sub-standard condition.



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AGREEMENT TO CONDITIONS OF SALE AND CREDIT TERMS

Dear Sir/s,

We are aware of and agree to your Conditions of Sale and Trading Terms.

We note that goods will be invoiced in £ sterling and undertake to make payments in sterling for goods received before the end of the month following the month in which goods are dispatched.

Signed: _____

Date: _____

Name (printed): _____

Position: _____

For and on behalf of:

PLEASE COMPLETE AND RETURN IMMEDIATELY