

NON-LIMITED COMPANIES MUST PROVIDE TWO FORMS OF IDENTIFICATION

Due to money laundering regulations we must ask for and keep on file two forms of identification, one of which must be a photo ID i.e Passport or Drivers Licence and one official proof of address i.e Utility Bill or Council Tax dated within the last three months.

Proof of ID (Tick One & Attach)Passport Driving Licence Other Please Specify: **Proof of Address (Tick One & Attach)**Bank Statement Utility Bill Other Please Specify:

Without copies of these we are unable to offer any credit facilities. Thank you for your co-operation.

Account Type (Tick One)

Credit Cash

Credit Limit Required

£

Please note under normal circumstances we will not increase an initial credit limit until at least three prompt payments are received by BACS only. The credit limit requested may not be the limit we initially set. Limits are set using personal knowledge, references and company accounts.

PLEASE SELECT A HOME BRANCH*(Simply tick inside one of the relevant boxes below)*Eastleigh Romsey How did you hear about us?
Hedge End Chandlers Ford Showroom Segensworth

I / We hereby request you open a credit account in the name of the applicant as defined on page one of this application. I / We have read Unique Plumbing Supplies Limited terms and conditions of sale and I / We unconditionally accept these as the basis of trading and in consideration of Unique Plumbing Supplies Limited agreeing to grant the above applicant credit facilities, I Am / We are aware that the risk in the goods shall pass to the purchaser on delivery. Property in the goods however remains with Unique Plumbing Supplies Limited, the suppliers, until such time as all sums due to Unique Plumbing Supplies Limited in respect of those goods has been received by BACS and Unique Plumbing Supplies Limited reserve the right, without prejudice to any other remedies, to recover the goods or any part of them during which period of time any sum due to Unique Plumbing Supplies Limited is outstanding in respect of these goods. Where I / We provide you with personal data, I / We understand that the data will be held securely in confidence and processed for the purpose of carrying out your Plumbing and Heating supplies business and associated activities.

Please note that the information provided by You in this account opening application may be disclosed to our licensed credit reference agency and for credit circle consortium that may retain of a search. It may be used by members of a credit circle in assessing any application form You and for occasional debtor tracing and fraud prevention.

Guarantee Agreement (Ltd, Plc & CIC only): I / We, jointly and severally guarantee to fulfil all its obligations to Unique Plumbing Supplies Limited. This is a legally binding guarantee; it should only be signed by a director / owner / proprietor / trustee of the organisation or a third party who is prepared to personally guarantee performance of the Company's obligations. Your signature confirms that you have read and understood the guarantee; otherwise you should seek further legal advice before signing this document.

In consideration of Unique Plumbing Supplies Limited agreeing to supply goods and to grant an account to the customer (me), I guarantee the performance of all of the Customer's (my) obligations to Unique Plumbing Supplies Limited and agree to indemnify Unique Plumbing Supplies Limited and keep it indemnified against all losses and expenses it may incur through any failure by the Customer (me) to perform or discharge such obligations. This guarantee is not limited by any initial credit limit applied.

MUST BE SIGNED BY AT LEAST ONE CONTROLLING DIRECTOR / PARTNER PLEASESignature Date Name Position Signature Date Name Position Signature Date Name Position **OFFICE USE ONLY:**Account Opened Account Reference Credit Limit £ Terms Branch Colour Checked By Monitored

Unit 4 Tower Industrial Estate, Tower Lane, Eastleigh, Hampshire, SO50 6NZ

Telephone: +44 (0) 023 8067 3637

Email: accounts@uniqueplumbingsupplies.co.uk

Registered Office: Tower Industrial Estate, Tower Lane, Eastleigh, Hampshire, SO50 6NZ

Company Number 4892184 England

PLEASE RETAIN THE FOLLOWING 'TERMS AND CONDITIONS' FOR FUTURE REFERENCE

TERMS & CONDITIONS - v0320

1) Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

"the Buyer" means the person, firm or Company who purchases the Goods from the Company;

"the Company" means Unique Plumbing Supplies;

"Contract" means the Contract between the Buyer and the Company which shall be deemed to incorporate these Terms.

"Goods" means any Goods agreed in the Contract to be supplied by the Company to the Buyer;

"Place of Delivery" means the place to which the Goods are to be delivered.

In these terms, reference to any statute or statutory provision shall be construed as a reference to such a statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

2) The Contract

The Contract shall be on the Terms to the exclusion of all other Terms and Conditions, including any such items and conditions that are purported to be included or applied by the Buyer.

No Terms and Conditions contained in the confirmation of order, purchase order or any other document of the Buyer will form part of the contract.

3) Delivery

Unless otherwise agreed in writing, the Place of Delivery shall be the Company premises and the Buyer shall take delivery within 7 days of the Company notifying the Buyer that the Goods are ready for delivery.

The Company reserves the right to invoice the Buyer for any Goods that have formed a contract not collected or delivered within 7 days.

Any dates specified by the Company for delivery of the Goods are intended to be an estimate only. If no date is specified for delivery of the Goods, delivery shall be within a reasonable time.

Subject to the other provisions of these terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 28 days.

4) Risk and Owners

Risk of ownership shall pass to the Buyer on delivery.

Ownership in the Goods shall not pass on to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account.

Until ownership has passed to the Buyer, the Buyer shall: hold the Goods on a fiduciary basis as the Company's bailee; store the Goods separately from all other Goods of the Buyer or any third party in such a way that they remain indefeasible as the Company's property;

not destroy or deface any identity mark on the Goods or their packaging;

maintain the Goods in satisfactory condition insured with the Company's interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.

5) Price

The price for the Goods shall, unless otherwise agreed, be the price set out on the date of delivery in the Company's price list. The list for the Goods shall be exclusive of all costs of carriage and insurance and applicable VAT which the Buyer shall pay in addition.

The Buyer shall pay such deposit as the Company shall direct.

6) Payment

Subject to paragraph 5, payment of the price of the Goods shall be due 30 days from the date of the invoice for the Goods. At the Company's discretion the Buyer may pay by the end of the following month to the invoice date. If payment exceeds 30 days then the Company may charge interest at 8% above the prevailing Bank of England base rate to the outstanding balance. This is effective under The Late Payment of Commercial Debts (Interest) Act of 1987. Payment shall not be deemed to have taken effect until the receipt by the Company of cleared funds. In respect of 'cash' payments, it is the Buyer's responsibility to obtain a signed receipt for payments made. The Company shall not be held responsible for the receipt of payments made in cash unless the Buyer has a dated receipt and signed for by an authorised person in the Company. The Buyer should make all invoice queries or disputes within 14 days of the invoice date otherwise the full amount owing shall be due with no recompense to the Buyer.

7) Warranties

The Company warrants that the Goods are of satisfactory quality.

If the Buyer wishes to make a claim under this warranty, the Buyer shall give written notice to the Company with 30 days of the defect and give the Company (or the Company's representative) a reasonable opportunity to inspect the Goods in question.

The Company shall not be liable for any breach of warranty if the Buyer makes any further use of the Goods after giving such notice or alters or repairs the Goods without the agreement of the Company or its nominated representative.

The Company's liability under such warranties shall be limited to repairing or replacing the Goods in question or refunding the price of such Goods.

8) Data Protection

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic

communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Data subject, controller, processor, personal data, personal data breach, processing and appropriate technical and organisational measures shall bear the meanings given to those terms respectively in the Data Protection Legislation.

Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

The parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the controller and the Company is the processor.

Without prejudice to the generality of this clause, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under the Contract:

(A) Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Buyer, to protect

against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(B) Ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(C) Notify the Customer without undue delay on becoming aware of a personal data breach.

9) Limitation of Liability

The Company under no circumstances shall be liable to the Buyer for any consequential, indirect or economic loss or damages.

10) Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside of its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and its first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force majeure.

11) General

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force.

These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.