

BELAZU

COMMERCIAL ACCOUNT CREDIT *Application Form*



1. APPLICANTS DETAILS

FULL LEGAL TITLE			
TRADING AS			
OUTLET		MAIN CONTACT NAME	
		POSITION	
		TELEPHONE NUMBER	
		MOBILE	
POSTCODE		EMAIL	

If there is more than one outlet/ invoice address please attach details on a separate sheet

STATEMENT / INVOICE ADDRESS		MAIN CONTACT NAME	
		POSITION	
		TELEPHONE NUMBER	
		MOBILE	
POSTCODE		EMAIL	
CO. WEB ADDRESS	WWW .		

1B. LEGAL STATUS OF APPLICANT

(Please tick appropriate box)

SOLE TRADER	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	CLUB/ ASSOCIATION	<input type="checkbox"/>
LIMITED COMPANY	<input type="checkbox"/>	LIMITED CO. REG NO.		
LIMITED LIABILITY PARTNERSHIP	<input type="checkbox"/>	LIMITED LIABILITY PTNR. REG NO.		
CHARITY	<input type="checkbox"/>	CHARITY REG NO.		

If Sole Trader or Partnership please state full Name(s) and Home Address(es)

FORENAME		SURNAME	
DATE OF BIRTH		NO. OF YEARS AT ADDRESS	
HOME ADDRESS		<i>(If less than 3 years please provide details of previous address)</i>	
POSTCODE		RESIDENTIAL STATUS <i>(please tick)</i>	OWNER <input type="checkbox"/> TENANT <input type="checkbox"/>

FORENAME	<input type="text"/>	SURNAME	<input type="text"/>
DATE OF BIRTH	<input type="text"/>	NO. OF YEARS AT ADDRESS	<input type="text"/>
HOME ADDRESS	<input type="text"/>	<i>(If less than 3 years please provide details of previous address)</i>	<input type="text"/>
POSTCODE	<input type="text"/>	RESIDENTIAL STATUS <i>(please tick)</i>	OWNER <input type="checkbox"/> TENANT <input type="checkbox"/>

1C. ADDITIONAL INFORMATION

HAVE YOU EVER TRADED WITH THE FRESH OLIVE COMPANY LTD BEFORE? YES NO

IF YES PLEASE QUOTE THE ACCOUNT NUMBER AND ANY OTHER ADDITIONAL INFORMATION

2. TRADE REFERENCES *(Please supply 2 references)*

TRADE REFERENCE 1:

NAME	<input type="text"/>	MAIN CONTACT NAME	<input type="text"/>
ADDRESS	<input type="text"/>	POSITION	<input type="text"/>
		TELEPHONE NUMBER	<input type="text"/>
		MOBILE	<input type="text"/>
POSTCODE	<input type="text"/>		

TRADE REFERENCE 2:

NAME	<input type="text"/>	MAIN CONTACT NAME	<input type="text"/>
ADDRESS	<input type="text"/>	POSITION	<input type="text"/>
		TELEPHONE NUMBER	<input type="text"/>
		MOBILE	<input type="text"/>
POSTCODE	<input type="text"/>		

3. ADDITIONAL CUSTOMER INFORMATION *(must be completed for this to be processed)*

CREDIT LIMIT REQUIRED (£) *(our standard terms are 30 days net so this will likely be twice your estimated monthly spend)*

DELIVERY INSTRUCTIONS - LOCATION/ DROP OFF

EARLIEST & LATEST DELIVERY TIMES *(both must be included to open account)*

EARLIEST : LATEST :

TYPE OF BUSINESS

4. ADDITIONAL CUSTOMER INFORMATION

I/We acknowledge receipt of a copy of the current Terms of Sale of Fresh Olive Company Ltd T/A Belazu and agree to abide by those terms and any alteration or amendment thereto.

I/ We are duly authorised to sign this application

AUTHORISED SIGNATURE	<input type="text"/>	AUTHORISED SIGNATURE	<input type="text"/>
PRINT NAME	<input type="text"/>	PRINT NAME	<input type="text"/>
POSITION	<input type="text"/>	POSITION	<input type="text"/>
DATE	<input type="text"/>	DATE	<input type="text"/>
AUTHORISED SIGNATURE	<input type="text"/>	AUTHORISED SIGNATURE	<input type="text"/>
PRINT NAME	<input type="text"/>	PRINT NAME	<input type="text"/>
POSITION	<input type="text"/>	POSITION	<input type="text"/>
DATE	<input type="text"/>	DATE	<input type="text"/>

I/WE AUTHORISE FRESH OLIVE COMPANY LTD TO MAKE ENQUIRES OR TAKE UP REFERENCES AND CARRY OUT SEARCHES ABOUT ME/US AT CREDIT REFERENCE AGENCIES FROM TIME TO TIME AND WILL USE THE CREDIT INFORMATION PROVIDED BY SUCH AGENCIES FOR THE PURPOSE OF ACCOUNT OPENING AND ADMINISTRATION CREDIT CHECKING DEBT TRACING AND FRAUD PREVENTION I/WE IRREVOCABLY AUTHORISE FRESH OLIVE COMPANY LTD TO PASS ON INFORMATION TO CREDIT REFERENCE AGENCIES REGARDING THE CONDUCT OF THE ACCOUNT.



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CHEF-GRADE INGREDIENTS

TERMS AND CONDITIONS OF SALE

YOUR ATTENTION IS DRAWN IN PARTICULAR TO CONDITION 5 (QUALITY) AND CONDITION 6 (LIABILITY)

In these terms and conditions: “we/us/our” means the Fresh Olive Company Limited t/a Belazu; “you/your” means you the person, firm or company purchasing Goods from us ; “Conditions” means these terms and conditions of sale ; “Contract” means the contract between us and you for the supply of Goods ; and “Goods” means the goods that you order from us and which we agree to supply to you.

1. Application. These Conditions apply to all Contracts for the sale of Goods by us to the exclusion of all other terms and conditions including any which you may purport to apply under any purchase order, confirmation of order or similar document. All orders for Goods placed by you shall be deemed to be an offer to purchase Goods according to these Conditions and shall only be deemed to have been accepted by us when we either issue an order confirmation or deliver Goods to you. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding on us only if agreed in writing.

2. Prices and Payment. The price of the Goods shall be the price set out in our published price list in force at the date of delivery or otherwise agreed with you in writing. All prices are exclusive of VAT and delivery charges. We may, by giving you notice at any time before delivery, increase the price of the Goods to reflect cost increases due to exchange rate fluctuations, increases in ingredient costs, or other factors beyond our reasonable control. Payment is due within 30 days from the end of the month in which our invoice is dated, and time for payment is of the essence. If you are late in making payment, we may charge interest which will accrue daily from the date payment was due until the date of actual payment at a rate of 3% above Barclays Bank plc's base rate from time to time in force.

3. Returns. No Goods can be returned without prior agreement. We will not accept returns of opened Goods, Goods that are already price marked Goods which have been stored inappropriately or Goods which have passed their “use by” or “best before” date. Unless otherwise agreed in advance you will be liable for all freight or other transport costs in respect of returned Goods.

4. Deliveries. Any dates given for delivery are approximate and late delivery will not entitle you to reject the Goods. Deliveries may be made by instalments in which case each instalment shall be treated as a separate Contract.

5. Quality. We warrant that the Goods (which are perishable) will be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and will conform in all material respects with their description (subject to our right to modify our recipes from time to time without notice) at the time of delivery to you and will remain so until the applicable “best before” or “use by” date provided that they are stored in appropriate conditions. We will not be liable for breach of this warranty if you fail to notify us within 24 hours of the time of delivery of any damage, defect or short delivery which is discoverable on reasonable inspection or if you continue to use such Goods following discovery of a defect. Our sole liability to you in respect of defective Goods is, at our option, to replace such Goods or refund the price paid for such. Except as expressly set out in these Condition! all other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted, excluded from the Contract.

6. Liability. We shall not be liable to you, whether in contract, tort, breach of statutory duty or otherwise, for any loss of profit, loss of business, loss of or damage to goodwill or any damage, costs, or expenses of an indirect or consequential nature. Our total liability to you in respect of all other losses arising under or in connection with the Contract shall not exceed the price paid by you for the Goods. Nothing in these Conditions shall however exclude or limit our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, for defective products under the Consumer Protection Act 1987 or for any other matter in respect of which it would be unlawful to limit or exclude liability.

7. Insolvency. If you are subject an Insolvency Events as set out below, or we reasonably believe that you are about to become subject to an Insolvency Event and notify you accordingly, then all sums outstanding in respect of Goods already delivered to you shall become immediately due, an (without limiting any other right or remedy

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we may have) we may cancel or suspend all further deliveries under the Contract and any other contract that we have with you without liability to you.

An "Insolvency Event" will have occurred if: (i) you suspend, or threaten to suspend payment of your debts or are unable to pay your debts as they fall due; or (ii) you commence negotiations with all or any class of your creditors with a view to rescheduling your debts or make a proposal for or enter into any compromise or arrangement with your creditors; (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up; or (iv) you are the subject of a bankruptcy petition; or (v) an order is made for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed in relation to you; or (vi) a receiver or administrative receiver is appointed, or an encumbrancer takes possession, of all or any of your assets; or (vii) any proceeding is taken in respect of you in any jurisdiction that has an effect equivalent or similar to any of the aforementioned events.

8. Title. The risk of loss or damage to the Goods shall pass to you on delivery. Title to the Goods shall not pass to you until we have received payment in full (in cash or cleared funds) for: (i) the Goods; and (ii) any other goods that we have supplied to you.

Until title to the Goods has passed to you, you must hold the Goods on a fiduciary basis as our bailee, store the Goods in such a way that they remain readily identifiable as our property, not remove or alter any identifying mark or packaging on or relating to the Goods, maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery. Notwithstanding your obligations in this condition, you may resell or use the Goods in the ordinary course of your business.

If, before title to the Goods passes to you, you become subject to an Insolvency Event, or we reasonably believe that any such event is about to happen and notify you accordingly, then, provided that the Goods have not been resold or irrevocably incorporated into another product, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods and, if you fail to do so promptly, enter your premises or those of any third party where the Goods are stored in order to recover them.

9. Export. Where you are buying the Goods for export from the United Kingdom, delivery of the Goods will unless otherwise agreed be EXW (as defined in the International Chamber of Commerce's Incoterms 2000) our warehouse. All our Goods are packaged and labelled for the United Kingdom market. Where you export the Goods from the United Kingdom, no warranty is given that the Goods meet any regulatory or labelling requirements applicable in the territory of intended use or sale and you are responsible for obtaining, at your own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by us, you shall make those licences and consents available to us prior to the relevant shipment.

6.General. Neither us nor you shall be liable to the other for any failure or delay in performing its obligations under the Contract to the extent that such delay or failure results from circumstances beyond that party's reasonable control. If any provision of these Conditions is found to be unlawful, void or unenforceable, that provision shall, to the extent required, be severed from these Conditions, but the validity and enforceability of the other provisions shall not be affected. No waiver or forbearance by us (whether express or implied) in enforcing any of our rights under the Contract shall prejudice our right to do so in the future.

7.Law and Jurisdiction. These Conditions and the Contract are subject to English law, and both we and you irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute.

