



NEW CUSTOMER FORM

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| COMPANY NAME: | |
| TRADING ADDRESS: | |
| TOWN: | |
| COUNTY: | |
| POST CODE: | |
| TELEPHONE NO: | |
| FAX NO: | |
| TRADING FORM: (SOLE PROPRIETOR, LTD COMPANY, PARTNERSHIP, PLC) | |
| TYPE OF BUSINESS: (CATERING WHOLESALER, RETAIL WHOLESALER, MANUFACTURER) | |
| DATE ESTABLISHED: | |
| REGISTERED OFFICE ADDRESS: | |
| COMPANY REGISTRATION NO: | |
| V.A.T NO: | |

CONTACT NAMES

| | |
|--------------------|----------------|
| DELIVERIES: | TEL NO: |
| ACCOUNTS: | TEL NO: |
| PURCHASING: | TEL NO: |

BANK REFERENCES

| | |
|---------------------------------|--|
| BANK NAME & ADDRESS: | |
| ACCOUNT NO: | |
| SORT CODE: | |
| CONTACT NAME & TEL: | |

TRADE REFERENCES

| NAME | ADDRESS | TELEPHONE NO |
|-------------|----------------|---------------------|
| 1. | | |
| 2. | | |

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE. I UNDERSTAND THAT ALL TRANSACTIONS ARE SUBJECT TO IVORY & LEDOUX LTD'S STANDARD CONDITIONS OF SALE (ON 2 PAGE).

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

IVORY & LEDOUX LTD
REGISTERED OFFICE: 201 HAVERSTOCK HILL, LONDON, NW3 4QG
TEL: 020 7887 0770 FAX: 020 7436 4877 EMAIL: enquiries@ivory-ledoux.co.uk

PLEASE FAX BACK TO THE SALES OFFICE: 020 7436 4877

CONDITIONS OF SALE

1 These conditions shall apply and govern all contracts for the supply of goods concluded by IVORY & LEDOUX ("the Seller"). The conditions supersede and exclude all terms and/or conditions imposed or sought to be imposed by the Buyer whether referred to in the Buyer's order or otherwise and the Seller's failure to object to any such terms or conditions of the Buyer shall not be deemed a waiver of the provisions of this contract.

2 Prices shown overleaf and the rate of all or any import/export taxes, duties, levies, deposits, surcharges, port charges, freight, haulage, insurance charges, bunker surcharges and currency adjustments imposed by carriers, are those prevailing at the time of contract, and any variation therein shall be for the Buyer's account, and shall debited or credited accordingly.

3 Deliveries may be suspended in the event of strikes, lockouts, fire, accidents, war, force majeure or any other happening or contingency of any kind whatsoever preventing or hindering the manufacture, supply or delivery of the goods. In such event the period for delivery by the Seller shall be extended by a period corresponding to the period of such suspension. However the Buyer shall be entitled after a period of suspension longer than 21 days to cancel in writing (by telex or facsimile transmission) the delivery so suspended.

4 This contract is subject to any restriction, requirements or regulations which may be made by the Government or any authority in the country from which the goods are to be dispatched, and the Government or any other authority in the country in which the goods are to be delivered. In the event of such matters delaying or preventing the manufacture, supply or transport of the goods the Seller shall not be responsible to the Buyer or to any other person for any consequences arising there from or for any additional costs or charges incurred thereby. The imposition or increase of any tax or duty in the country in which the goods are to be delivered effected after the date of this contract but before delivery of the goods shall be for the Buyer's account. The Buyer will be entitled to any benefit arising should any such tax or duty is repealed or decreased during the period.

5 If this contract specifies deliveries in instalments then such delivery shall be considered as a separate contract and the failure of any such delivery shall not vitiate this contract.

6 The labelling, design or manufacture of goods to the Buyer's order, design or specification shall not make the Sellers liable to any claim for the infringement of any third party rights or of any governmental or other regulations of the country of origin or destination of the goods or of any country which may have jurisdiction in respect of the goods in the performance of this contract and the Buyer shall indemnify and keep indemnified the Seller against all claims, costs, expenses, liabilities and demands arising from or incurred by reason of any such infringement or alleged infringement of any third party right or any such aforementioned regulation(s).

7 The responsibility for and the risk of loss in the goods shall pass from the Seller to the Buyer upon delivery. The property in the goods shall not pass from the Seller to the Buyer and the Seller shall have an absolute title thereto until payment in full in respect of such goods has been received by the Seller. The property in all products and/or materials into which such goods may be converted or processed or added shall vest in the Seller. The Buyer shall hold such goods and/or products and/or materials as bailee for the Seller and owe to the Seller a fiduciary duty in relation there to. For as long as any such goods and/or products and/or materials remain in the Seller's ownership the Buyer shall store them carefully and adequately as to their kind separate and clearly identified as the Seller's property. The Buyer shall upon the Seller's demand at any time forthwith deliver the same to the Seller. In default of such delivery the Seller may enter the premises where the said goods and/or products are stored and retake possession thereof. The Buyer shall be entitled to sell the goods and/or products and/or materials and any such sale shall be deemed to have been made by the Buyer as agent for the Seller. The Buyer shall keep a separate account of the proceeds of the sale and shall hold such proceeds and/or claims in thereof in trust for the Seller to the extent that the price of the goods that the Seller has delivered to the Buyer remains unpaid. Provided however that the Buyer shall have no authority to give any warranty on the Seller's behalf in respect of any such sale and shall fully indemnify and keep the Seller harmless in respect of any warranty purported to be given by the Buyer on the Seller's behalf on any such sale.

8 The Buyer undertakes to receive the goods immediately upon arrival and immediately to insure the goods for full value and keep the insurance until full payment for the goods has been effected. The Buyer shall not withhold, delay or otherwise refrain from making any payment there under on the due date thereof. The receipt of the goods by the Buyer or on its behalf shall constitute by itself an obligation to effect payment according to the terms of this contract.

9 If the Buyer makes any default in any payment or refuses to accept delivery of any goods tendered in terms of this contract the Seller may at its option without deliveries cancel this contract or any unfilled portion thereof, or any other order under a separate contract without prejudice to the Seller's rights to recover damages from the Buyer or to any other rights which may accrue to the Seller by reason thereof.

10 The Seller shall not be liable for any errors in transmission in any form of communication including cable, telegram, telex, facsimile transmission or telephone arising from this contract.

11 This document forms the entire contract between the parties and no change, modification or variation of the terms hereof shall have effect unless expressly agreed in writing by the Seller.

12 This contract shall be governed by and interpreted according to the Laws of England and the Buyer hereby expressly submits to the jurisdiction of the English Courts.

13 SPECIAL CONDITIONS: The special conditions (if any) hereto annexed shall be construed as if they had been specifically inserted herein and should they be in conflict with any of the terms and conditions set out above then the terms of the special conditions shall be deemed to prevail.