

Eurox is a Trading Division of Future Garments LTD

Future Garments Limited

FG FUTURE GARMENTS

Aqua House, Buttress Way, Smethwick, West Midlands B66 3DL

Tel - Sales 0121-555-7167 - Accounts 0121 555 1023

Fax - Sales 0121-555-7168 - Accounts 0121 555 8485

APPLICATION FOR CREDIT ACCOUNT

PLEASE COMPLETE THIS FORM IN FULL AND IN BLOCK CAPITALS TO ENABLE US TO PROCESS YOUR APPLICATION WITHOUT UNDUE DELAY USE

the "Tab" Key to move through each section

COMPANY NAME

TRADING AS				
(IF APPLICABLE)				
INVOICE TO ADDRESS	<u> </u>	STATEMENT A	DDRESS (If D	<u> Different)</u>
Post Code			Post Code	
COMPANY REGISTRATION. NO.		VAT REGISTRATION NO.*	(see VAT status	<u>below)</u>
Trading Style (Plc Limited Company	Joint Venture	Other		
If other please specify				
NAMES OF EXECUTIVES				
MANAGING DIRECTOR				
FINANCE DIRECTOR				
COMPANY SECRETARY				
NAME & ADDRESS OF PARENT COMPANY (IF APPLICA	(BLE)			
NAME				
ADDRESS				
	Post Code			
arent Body Guarantee Can you provide a parent body guara	antee if required ? (Tic	k Box)		
EARS IN BUSINESS		BUSINESS SE	CTOR	
CURRENCY				
Note :- All UK Customers accounts will be conducted in £ Stg.			€	
Non UK Customers - In the event you wish to conduct your Creditor US \$, please tick the box of your choice	it Account with Future	Garments Ltd. in either €	US \$	
VAT EXEMPT STATUS * Please tick the box below	w if this applies			
	xempt from VAT in the	UK, a copy of your VAT Exer	mption Certificat	e must be enclosed

	Futı	ure Ga	armen	ts Limited	
EUROX				, West Midlands B66 3DL	FG FUTURE GARMENTS
Eurox is a Trading Division of Future Garments LTD	Tel - Fax -			Accounts 0121 555 1023 Accounts 0121 555 8485	
				OUNT (Continued)	
CONTACT INFORMATION	AFFLICATIO		REDIT ACC	CONT (Continued)	
PURCHASIN	<u>1G</u>			ACCOUNTS ((PURCHASE LEDGER)
NAME			NAME		
EMAIL ADDRESS:			_	EMAIL ADDRESS:	
TELEPHONE No.	FAX N	No.	_	TELEPHONE No.	FAX No.
Co WebSite Address			Electronic In E mail Address f electronic Invoic		
YOUR BANK DETAILS					
NAME				ACCOUNT NA	ME
ADDRESS			_	SORT CODE	
			_		
	Post Code		_	ACCOUNT NUMBER	
TRADE REFERENCES					
REFERENCE 1				RE	FERENCE 2
NAME				NAME	
ADDRESS			_	ADDRESS	
			_		
Post Code					Post Code
CONTACT NAME				CONTACT NAME	
			_	TELEPHONE	
					CAA revised July 11



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Future UK is a Trading Division of Future Garments Ltd.

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APPLICATION FOR CREDIT ACCOUNT (Continued)

STIMATED MONTLY PEND (Exc VAT) £	Υ	AMOUNT OF CREDIT APPLIED FOR £	
PAYMENT (Please tick box) PLEASE CHECK THIS BOX TO	IGER ACCEPTS CHEQUES AS METHOD OF INDICATE YOU AGREE TO BACS PAYMENT . ded to your Accounts Payable contact on	DISCUSSED YOUR FC	HIS BOX IF YOU HAVE ALREADY RECASTED AND HISTORICAL USAGE OUR BUSINESS DEVELOPMENT TEAM
TERMS AND CON	<u>IDITIONS</u>		
Terms & Conditions	of Sale are included on page 4 . Please re	etain these for your reference	
PAYMENT TERMS	30 DAYS NETT (UNLE	ESS OTHERWISE AGREED IN WRITING)	
	nts Terms and Conditions of Sale on Page of the applicant.****	4 are hereby acknowledged and I have read	and confirm acceptance of
NAME (IN	BLOCK CAPITALS)	<u>SIGNATURE</u>	
POS	SITION HELD		
LEASE RETURN THIS AC	COUNT APPLICATION FORM TO : -	<u>DATE</u>	
CREDIT CONTROL, FU	JTURE GARMENTS LTD , AQUA HOUSE, BUT 0121 555 8485	TRESS WAY, SMETHWICK , WEST MIDLANDS, or email to <u>creditco</u>	B66 3DL ontrol@future-gmts.com
CREDIT CONTROL, FU	JTURE GARMENTS LTD , AQUA HOUSE, BUT 0121 555 8485 This section is to be com	TRESS WAY, SMETHWICK , WEST MIDLANDS,	
CREDIT CONTROL , FU FAX No:-	JTURE GARMENTS LTD , AQUA HOUSE, BUT 0121 555 8485 This section is to be com	TRESS WAY, SMETHWICK, WEST MIDLANDS, or email to <u>creditco</u> apleted by Future Garments Ltd	
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FAX No:-	JTURE GARMENTS LTD , AQUA HOUSE, BUT 0121 555 8485 This section is to be com Financ UTHORISATION / APPROVAL	TRESS WAY, SMETHWICK, WEST MIDLANDS, or email to <u>creditor</u> opleted by Future Garments Ltd <u>e Department</u>	ontrol@future-gmts.com
CREDIT CONTROL, FU	JTURE GARMENTS LTD , AQUA HOUSE, BUT 0121 555 8485 This section is to be com Financ UTHORISATION / APPROVAL	TRESS WAY, SMETHWICK, WEST MIDLANDS, or email to <u>creditor</u> opleted by Future Garments Ltd <u>e Department</u> APPROVED CREDIT LIMIT POSITION	ontrol@future-gmts.com

Allocated Area/BDM :_____

Future Garments Limited

Terms & Conditions of Sale

1	Application
1.1	These conditions apply to all contracts between the Seller and the Buyer referred to in the order and overrides all conditions stipulated by the Buyer (even if submitted in a later document); any other agreements between the parties relating to the subject matter of this order are terminated (except an agreement into which these conditions can be incorporated)
1.2	No variation of these conditions is permitted unless agreed in writing by an authorized employee of the seller.
2 2.1	Price The price to be paid for the goods will be the Seller's price at the date when the goods were dispatched or the services provided. Carriage if applicable will be charged at the prevailing rate.
3 3.1 3.2 3.3	Payment Payment for the goods or services must be 30 days following invoice, unless otherwise stated on the invoice or agreed in writing. The Seller reserves the right to charge interest on overdue sums at the rate of 4% per annum above the Bank of England Base rate calculated on a daily basis from the due date of payment in Clause 3.1 until the date upon which payment is made. The Seller may at any time require the Buyer to make payment in advance of delivery or require security for payment.
3.4	If the Buyer fails to make payment by the due date or when required, the seller may (without prejudice to any other remedy which it may have) cancel this contract and/or any other contract between the Buyer and the Seller and/or suspend delivery under this or any other contract until payment is made.
4 4.1	Delivery Delivery dates are approximate only and the Seller shall not be responsible for any loss or damage arising from any delay in delivering all or part of, any goods ordered or delay in the provision of any services.
4.2 5	Without prejudice to Clause 4.1, the Seller will not be liable for any delay in delivery or non-delivery of goods or services or any other breach of these conditions caused by any circumstances beyond the sellers control including without limitation, any act of God, explosion, fire, flood, war, hostilities, accident, delay in delivery or non-delivery by the Seller's suppliers, breakdowns or accidents to machinery, labour strike or dispute, order or decree of any court or action of any governmental authority, or any other circumstances beyond the Seller's control: on the occurrence of any of the above events the Seller reserves the right to cancel or suspend the whole or part of the delivery.
5.1 5.2 5.2:1 5.2:2	Risk, Property & Retention of Title Goods supplied to the Buyer will remain the property of the Seller until the full payment in cash or cleared funds has been received by the Seller for those goods and for all other goods delivered or services supplied by the Seller to the buyer in respect of which payment is outstanding. Until the title to the goods pass to the Buyer by the way of payment: The Buyer will hold those goods as the Seller's bailee.
5.2:3 5.2:4	The Buyer will protect, store and identify the goods by reasonable means so they can be recognized as the property of the Seller. The Buyer may use the goods or sell them in the ordinary course of its business.
5.3	If the Buyer is in the breach of any of its obligations to the seller, or the order of the contract for the supply of goods is cancelled or capable of being cancelled under Clause 8 below, and provided the goods are still in existence and have not yet been resold, the Seller may (a) by notice to the Buyer require redelivery to it of the goods; and/or (b) with or without previous notice, retake possession of the goods and sell the goods. For the purpose of this Clause the Buyer Irrevocably authorizes the Seller's representatives to enter the premises on which the goods are situated and remove the goods at the Buyers expense.
6	Risk in all goods supplied to the Buyer will pass to the Buyer upon delivery.
6.1	Shortages / Damages
6.2 6.2:1	If the goods or any of them are damaged on receipt or lost whilst in the custody of a carrier, the Seller will (at its option) either replace such goods or refund to the Buyer at invoice price. The Seller's liability in connection with any such goods will not exceed the cost of replacement. The Seller will not be under any liability under 6.1 above unless the following conditions are strictly complied with:
6.2:2	In the event of non-delivery of a whole consignment of goods the Buyer must inform the Seller in writing within seven days of the date of the invoice.
6.2:3 7	In the case of damage to goods or loss of part of a consignment, the consignment must be inspected in the presence of the carrier. If any goods are damaged or lost the consignment note must be endorsed accordingly and the Buyer must notify the Seller within forty-eight hours of delivery, such notification to be confirmed in writing within the following 5 days. In the event of the Buyer requiring a signed Proof of Delivery for goods delivered by the Seller, such request must be made in writing within 30days from the end of the month in which the invoice is raised.
7.1	Liabilities and Warranties
7.2 7.3	Nothing in this clause will be deemed to exclude or restrict the Seller's liability for death or personal injury resulting from the Seller's negligence. If any of the goods supplied or processed or any services supplied or provided by or on behalf of the Seller prove on inspection to be defective in material or
	workmanship, the Seller will (at its option) replace the same or refund to the Buyer the price of the goods or services. The Buyer will determine the suitability of the goods for its intended use and will not rely upon any representations, not made by or on behalf of the Seller.
7.4	The Seller will not be liable for any consequential or indirect loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever suffered by the Buyer whether this loss or damage arises from a breach of duty, in contract or in tort or in any other
	way (including loss or damage arising from the Seller's negligence). The Seller reserves the right not to accept back goods that have been specially made or personalized in anyway, or altered in any way by the Buyer following
7.6	delivery.
8	Except as set out in these conditions, all warranties and conditions, whether express or implied, statutory or otherwise are excluded to the fullest extent permissible at law.
	Termination
9 9.1	If the event of the appointment of a Receiver. Administrative or Administrative Receiver of the Buyer's property or assets or any part of them, or a court order is made or a resolution is passed for the winding-up of the Buyer (except for the purpose of amalgamation of reconstruction) or if the Buyer commits any act of bankruptcy petition is presented against the Buyer (or any analogous proceedings under the law of any country outside the United Kingdom are commenced), the Seller may by notice in writing to the buyer cancel all orders and contracts between the Seller and the Buyer or any part of the remaining unfulfilled.

Jurisdiction

9.2

All contracts between the Seller and the Buyer where the goods are shipped to or services are provided in the Republic of Ireland shall be governed and construed in accordance with the laws of the Republic of Ireland. And the Buyer agrees to submit to the jurisdiction of the courts of Law in the Republic of Ireland in respect of them.

Except as provided above, all contracts, between the Seller and the Buyer shall be governed and construed in accordance with the Laws of England. And the Buyer agrees to submit to jurisdiction of the Courts of Law in respect of them.