

TRADE ACCOUNT APPLICATION



FULL TRADING NAME & BUSINESS ADDRESS

POSTCODE: _____

TEL No. _____

MOBILE: _____

EMAIL: _____ WEBSITE: _____

DATE: _____

PLEASE PRINT YOUR NAME: _____

REGISTERED OFFICE ADDRESS (Limited Company)
or PRIVATE ADDRESS (Non Limited Company)

WHAT IS YOUR COMPANY REGISTRATION NUMBER?

NAME & ADDRESS OF COMPANY DIRECTORS* OR PARTNERS* (*Delete as appropriate)		
A	B	C

IF YOU ARE PART OF A GROUP OF COMPANIES, A SUBSIDIARY OR ASSOCIATED WITH ANY OTHER COMPANY, PLEASE GIVE DETAILS:

HOW LONG ESTABLISHED _____

No. OF EMPLOYEES _____

ORDER FREQUENCY: DAILY* / WEEKLY* / MONTHLY*
(*Delete as appropriate)

ANTICIPATED ORDER VALUE: £ _____

DO YOU SELL CHILLED & FROZEN? YES* NO*
(*Delete as appropriate)

TRADE ENQUIRY - BUSINESS TYPE (Tick appropriate)

INDEPENDENT HEALTH FOOD RETAILER

INDEPENDENT PHARMACY

OTHER (Please specify) _____

ACCOUNT TYPE REQUIRED (Tick appropriate)

PRE-PAY (CARD PAYMENT)

CREDIT ACCOUNT (30 Days from date of invoice)

CURRENT SUPPLIER TRADE REFERENCE 1

NAME: _____ CONTACT NAME: _____

TEL: _____ EMAIL: _____

ADDRESS: _____

CURRENT SUPPLIER TRADE REFERENCE 2

NAME: _____ CONTACT NAME: _____

TEL: _____ EMAIL: _____

ADDRESS: _____

ALCOHOL

BUY FROM CLF YES NO* (*Delete as appropriate)

PERSONAL LICENCE HELD: YES* NO* (*Supply details)

SERVE ON PREMISES: YES* NO* (*Supply details)

MEDCINES

BUY FROM CLF YES* NO*

Confirm you are selling from:

Health Food Shop

Pharmacy

Private Practice (supply certificate)

Please provide two forms of proof of business such as an invoice from a current supplier and a company letterhead.

VAT No. _____

CONDITIONS OF SALE

In these conditions "the company" and "CLF" means CLF Distribution Ltd. "The agreement" means these conditions together with any contract in which they may be incorporated by reference or otherwise. "Goods" refers to all orders placed with CLF Distribution Ltd.

1 Ruling Conditions

Unless special terms are explicitly agreed in written correspondence, all contracts of sale made by the company are subject to those conditions. In particular the company accepts the customer's order of goods upon these terms to the exclusion of any printed terms or conditions of the customer, which shall not form part of the agreement. Acceptance of goods from the company shall be conclusive evidence before any court or arbiter that these conditions apply thereto.

2 Quotations and Prices

Quotations are not binding on us until we have accepted an order in writing and we reserve the right to revise quoted prices and charges in the event of any change in our costs and/or prevailing conditions between the date of quotation and the date of despatch. The acceptance of our quotation or price must be accompanied by sufficient information to enable us to proceed with the order forthwith otherwise our quotation or price shall be subject to amendment by us to cover any increase in cost which takes place after acceptance.

3 Payment

- a) Payment Ledger Accounts are opened subject to satisfactory references and credit checks.
- b) Unless specifically agreed in writing, payment terms are 30 days from date of invoice.
- c) If our terms of payment are not adhered to CLF shall be entitled to cancel the contract or suspend any further deliveries but we shall nevertheless be entitled to claim against the customer for any loss in consequence of non-completion of contract.
- d) If the customer is not a private individual, the signatories of this agreement hereby personally guarantee to pay on demand all money and liabilities of the customer arising under this agreement now or at any time in the future without limitation in amount. We may demand payment from you as guarantor without obtaining payment from the customer beforehand.
- e) We reserve the right to charge interest on any sums not paid by their due date in accordance with these terms. Interest will be applied at a rate of 8% above the Bank of England Base Rate per annum until the sums are paid in full. Alternatively, we may at our option apply the interest rate and charges under the Late Payment of Commercial Debts (Interest) Act 1998. You shall also indemnify us in relation to any other debt collection, legal costs or other expenses incurred the process of recovering such late or outstanding monies.
- f) Preferred methods of payment are debit card, BACS or cheque. Card payments will be charged at 1% of the payment value. This charge is subject to change without further notice.

4 Delivery and Shipping

- a) Unless otherwise specified in our quotation or contract, carriage will be charged on all orders.
- b) Goods are despatched on or before the date of invoice and no responsibility is accepted for delays in transit. Every effort will be made to keep to any dates specified but the company accepts no liability in case of failure to do so unless it has given an express undertaking in writing to affect delivery within a specified time. Delivery is deemed to have taken place once the buyer has signed for the goods.
- c) If you select the Royal Mail shipping option, please note this isn't a signed for service and we can't accept any claims with regards to delivery of the goods.
- d) Items in your order that are designated for shipment to countries outside of the UK may be subject to taxes, customs duties and fees levied by the destination country ("Import Fees"). The recipient of the shipment is the importer of record in the destination country and is responsible for all Import Fees.
- e) International Shipments which are returned to CLF undelivered - the customer will be charged for the cost of the original shipment, on top of the restocking fee.
- f) A restocking fee will be charged for all items returned to CLF by the customer. The restocking fee may vary between 15%-30% dependent on the weight and the value of the items being returned. All returns must be authorised by CLF and the customer will receive a returns authorisation code. Customers who have returned goods without a returns authorisation code will automatically incur a 30% restocking fee on items returned.

5 Non Delivery and shortages

- a) Customers are requested to examine all goods delivered upon arrival and to advise carriers representative concerned, at time of receipt, of any apparent damage, shortage or irregularity. Claims for incomplete, damaged or defective goods must be made to us, in writing, within 48 hours from date of delivery.
- b) If the goods are not delivered within 14 days of the company's invoice you must notify CLF in writing.

6 Export/Incoterm

CLF Distribution uses Incoterms. Ex Works is the Incoterm that CLF ship by Internationally. The buyer (or consignee) is responsible for: Loading goods onto transport, Transporting goods to a port or terminal, Shipping the goods, Unloading the goods at the buyer's port or terminal, Transporting the goods to the end destination or warehouse. CLF is not liable for any damages whilst in transit or upon delivery

7 Defects and Returns

- a) All sales are final.
- b) Our wholesale sales to you are non-returnable. Returns will only be accepted if there is a fault with the goods, in an event of a product recall or an error on our part.
- c) In the event of any article being defective in materials or workmanship when delivered we undertake or replace or at our option repair the article free of charge. Our liability is limited to such replacement or repair, which shall be deemed a complete fulfilment of our contract.
- d) We shall be under no liability whatsoever for any consequential damage, loss or other expenses whether arising out of contract, negligence or otherwise.
- e) In the event of any complaint or any other article being defective in materials or workmanship when delivered, notification must be made to us immediately and we are to be allowed a reasonable time to enable us to replace or repair any article, providing that all defective articles are returned to us in the state in which they were supplied by us. We shall be under no liability for defective parts damaged in transit whether due to unsatisfactory packaging or otherwise.
- f) No compensation will be given for any glass items.

8 Value Added Tax

All prices are exclusive of value added tax where applicable, which will be charged at the current rate.

9 Retention of Title

- a) Property, legal and beneficial in any goods supplied by the seller shall pass to the buyer only when the seller has received full payment for all sums then owed by the buyer to the seller.
- b) Goods in respect of which property has remained with the seller shall be identifiable as those of the seller, and the buyer shall at its own expense immediately return such goods to the seller, or permit the seller to enter into the buyers premises to collect such goods should the seller so request.
- c) Risk shall pass to the buyer with possession of the goods.

10 Sales Channels

- a) Our supply to you is intended for resale via your retail store and ecommerce site bearing the name of your retail store only. If you wish to sell via any other channel you must first obtain written permission from CLF Distribution Ltd.
- b) CLF House Brands: Balanced, Bruno Michel, Camino Alto, First Hand, Just Natural, Organic Kitchen, Prima Italia, Soakin, Rob's Best Mill are only to be sold in bricks and mortar retail stores and not online unless you have permission from CLF in writing.

11 Reservation Orders

- a) A reservation order is a commitment to purchasing stock
- b) The customer is responsible for all the stock reserved and must purchase every line
- c) Reserved stock must be taken by the customer within 4 weeks of it being available (unless agreed otherwise)

12 Telephone Calls

Our telephone calls may be monitored or recorded for quality assurance and training purposes.

13 Customer Services Enquiries

If you have a customer services enquiry regarding your order, please use the following methods of contact:

Telephone No. 02381277000 - Option 1 / Email: customerservices@clfdistribution.com

Customer service related matters should not be posted on social media or any other type of public forum.

14 Right to Offset

CLF Distribution Ltd may at any time, without any notice, combine, consolidate or merge all or any liabilities of you, and any associate of you and may set off or transfer any sums from time to time owed by you or any associate of you against any liability of CLF Distribution Ltd to you, whether such liability is present or future, liquidated or un-liquidated, and whether or not either liability arises under these terms of business. Any exercise by CLF Distribution Ltd of its rights under this clause shall not limit or affect any other rights or remedies available under these terms or otherwise.

15 Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this agreement. By ordering through CLF or using the CLF website/webshop, you are agreeing to these terms and conditions. A breach in any of these terms and conditions may result in a termination of supply.

By ordering through CLF or using the CLF website/webshop, you are agreeing to these terms and conditions.

Signed: _____ **Name of responsible party:** _____ **Date** _____

Signed: _____ **Name of responsible party:** _____ **Date** _____

Signed: _____ **Name of responsible party:** _____ **Date** _____