# **BB DESIGNS EUROPE LIMITED**

MVD HOUSE, 14-16 WADSWORTH ROAD, PERIVALE, MIDDLESEX, UB6 7JD TEL: 020 8998 7711 FAX: 020 8810 5403 e-mail: info@bbdesignsonline.com www.bbdesignsonline.com

TRADING NAME:					
INVOICE ADDRESS:					
				POSTCODE:	
STATEMENT ADDRESS:					
				POSTCODE:	
TELEPHONE No:	EPHONE No:		FAX No:		
NAME OF CONTACTS:	BUYER:		ACCOUNTS:		
REGISTERED OFFICE ADDRESS OR NAME & ADDRESS OF PROPRIETORS					
		POSTCOD	E:		POSTCODE:
IS YOUR COMPANY A MEMBER OF A LARGER GROUP?	YES / NO GROUP NAME: TURNOVER:				
TRADING STYLE:	LIMITED COMPANY / SOLE PROPRIETOR / PARTNERSHIP / GOVERNMENT				
COMPANY INFORMATION:	LIMITED CO. REG. NO.			VAT REG. NO.	
	ESTABLISHED SINCE:			NO. OF EMPLOYEES:	
	NATURE OF BUSINESS:			ANNUAL TURNOVER:	
BANKERS NAME & ADDRESS					
				POSTCODE:	
BANK ACCOUNT NAME & NO.	NAME:			NO.	
TRADE REFERENCES:	(1) NAME & ADDRESS:				
	POSTCODE:			TELEPHONE:	
	(2) NAME & ADDRESS:				
	POSTCODE:			TELEPHONE:	
I / WE HEREBY REQUEST THAT AN A ORDERS GIVEN TO YOU WILL WE SU					E CONFIRM THAT ALL THE
TOTAL CREDIT REQUIRED:					
NAME:			POSITION:		
SIGNATURE:		DATE:			

# CONTINUING SPECIFIC AUTHORITY TO REPLY TO STATUS ENQUIRIES

USE OF THIS FORM OF AUTHORITY	THIS FORM OF AUTHORITY SHOULD BE USED WHERE A CUSTOMER WISHES HIS BANK TO REPLY TO STATUS ENQUIRIES FROM A SPECIFIED ORIGINATOR WITHOUT FURTHER REFERENCE TO HIM.			
TO BE COMPLETED BY THE CUSTOMER	AUTHORITY			
CUSTOMER FULL NAME:	I/WE			
CUSTOMER BANK	AUTHORISE (BANK NAME):			
BANK ADDRESS:				
Brutter Britain		POSTCODE:		
ACCOUNT DETAILS:	SORT CODE:	ACCOUNT NO.		
FULL NAME OF ORIGINATOR:	BB DESIGNS EUROPE LIMITED			
	AT ANY OF ITS BRANCHES OR OFFICES, SUBJECT TO THE PAYMENT OF ANY RELATED FEE BY THE ORIGINATOR, WITHOUT REFERENCE TO ME / US. THIS AUTHORITY SHALL REMAIN IN FORCE UNLESS AND UNTIL CANCELLED BY ME / US IN WRITING.			
INSERT NAME(S) OF COMPANY, FIRM JOINT ACCOUNT HOLDERS OR OTHER ENTRY ON WHOSE BEHALF THIS AUTHORITY IS BEING GIVEN, IF APPROPRIATE.	SIGNATURE: DATE:			
FOR AND ON BEHALF OF:				
TO BE COMPLETED BY ORIGINATOR:	WE CONFIRM THAT THIS FORM OF AUTHORITY IS IN RESPECT OF AN EXISTING OR PROSPECTIVE CONTINUING TRADING OR BUSINESS RELATIONSHIP BETWEEN US AND THE ABOVE NAMED CUSTOMER. WE ALSO CONFIRM THAT THERE IS OR WILL BE A CONTINUING NEED FOR US TO MAKE STATUS ENQUIRIES ABOUT THE ABOVE NAMED CUSTOMER.			
NAME AND ADDRESS OF THE ORIGINATORS BANK:	NATIONAL WESTMINSTER BANK PLC 139 HIGH STREET, ACTON, LONDON, W3 6LZ			
	CAN CONFIRM THE ABOVE  FOR EASE OF REFERENCE, WE SHALL SUBMIT A PI EACH STATUS ENQUIRY WE MAY MAKE.	HOTOCOPY OF THIS FORM OF AUTHORITY WITH		

#### Terms and Conditions of Trade

- 1) Definitions
- a) The "Company" means BB Designs Limited.
- b) The "Purchaser" means a purchasing firm or customer whose Order is accepted by The Company.
- c) The "Goods" means the goods which are the subject of the Order whatever their description.

#### 2) HANDLING / CARRIAGE CHARGES

All prices are exclusive of VAT.

Our minimum carriage paid order is £ 300 nett goods value. A charge of £ 10.95 will be made in respect of carriage and handling on all orders of less than £ 300 to the UK mainland. Orders to the Channel Islands, Isle of Man, Northern Ireland and all Scottish Highlands will be charged at cost. All export orders are sold "ex-works". These handling / carriage charges are reviewed on a regular basis.

#### 3) COLLECTIONS

May be made from The Company's Warehouse at: Unit 11, Fleetway Park West Wadsworth Road, Perivale, Greenford, Middlesex UB6 7JL.

At least 48 Hours notice is required.

# 4) PAYMENT TERMS

Strictly 30 Days from date of Invoice.

Where the Purchaser has an outstanding account the Company reserves the right not to process its Order until such, the account is settled in full. Settlement discount is not allowed. All cheques should be made payable to BB Designs Limited., and sent to the Accounts Department at: MVD House, 14-16 Wadsworth Road, Perivale, Greenford, Middlesex UB6 7JD. The Company will exercise its statuary right to claim interest and compensation for debt recovery costs under the late payment legislation if The Company is not paid according to the agreed credit terms.

### 5) NEW ACCOUNTS

Please supply 2 Trade and 1Bank references and allow 21 days for clearance. Prompt despatch can be expedited by Pro-forma Payment whilst references are obtained. Credit Accounts are opened at The Company's discretion. Payment in respect of the first order on a new account must be made on a Pro-forma invoice before The Goods can be despatched. Thereafter, payment must be within 30 days of the date of invoice.

#### 6) RETURNS

All orders are supplied on a Firm Sale basis only. Goods cannot be returned without prior written authorisation from BB Designs Europe Limited. All agreed returns should be sent to The Warehouse Unit 11, Fleetway Park West, Wadsworth Road, Perivale, Greenford, Middlesex UB6 7JL. and marked clearly with the Returns Authorised Number. Any parcels / packages not displaying this number will be returned to sender. To qualify for Credit, all goods must be adequately packed and protected and received by The Company in a re-saleable condition.

# 7) DAMAGED OR LOST GOODS

Any damaged or faulty goods must be notified in writing to us within three days of receipt, otherwise no liability will be accepted. Non delivery of goods must be reported in writing within 14 days of receipt of the invoice. Please always quote our Invoice / Delivery Note number and your account number. The Company reserves the right to charge for handling / repackaging as and when applicable.

# 8) CANCELLATION

No order or outstanding will be considered cancelled unless written notification is received from the Purchaser prior to despatch from The Company's Warehouse.

# 9) PRICES AND SPECIFICATION

Whilst endeavouring to maintain prices, The Company reserves the right to alter prices and / or specifications without notice. The Company also reserves the right to add a surcharge when necessary, and to vary order quantities to comply with pack quantities. All sizes and capacities quoted are approximate.

#### 10) OWNERSHIP

The ownership and title of The Goods, shall not pass to The Purchaser until payment in full has been received.

#### 11) PROPERTY

- a) The property of The Goods shall remain with The Company until The Purchaser has paid The Company in full for The Goods supplied.
- b) The Purchaser shall, until such time as the property in The Goods has passed to him under paragraph (a) above, hold The Goods as bailie for The Company and shall ensure that The Goods may be readily identified as the property of The Company.
- c) The Purchaser may sell or use The Goods in the ordinary course of its business not withstanding that the property in The Goods may not have been passed to it. The Company may terminate The Purchasers powers of sale and use and may repossess the goods if:
- i) Any sums due to The Company in respect of TG supplied under these terms becomes due, or
- ii) Any sums due to TC in respect of any goods supplied under any other terms becomes overdue, or
- iii) If TP has an administrator, administrative receiver or liquidator appointed or such appears likely in the reasonable opinion of TC. TC, its employees and authorised agents shall be entitled to enter any of TP premises for such purpose.

#### 12) PART SHIPMENT

Every effort is made to send complete orders. However, TC reserves the right to make part shipment.

### 13) LIABILITY

Except in respect of death or personal injury caused by the TC's negligence TC shall not be liable to TP by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, under the express terms of this agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of TC, its servants or agents or otherwise) which arise out of or in connection with the provision of TG or their use by TP, and the entire liability of TC under or in connection with this agreement shall not exceed the amount paid for TG by TP.

# 14) LAW

These conditions and all other express terms shall be governed and construed in accordance with the Laws of England.

- 15) TC may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the goods without any liability to TP.
- 16) These conditions (together with The Order) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statue or otherwise are excluded to the fullest extent permitted by law.
- 17) No failure or delay by either party in exercising any of its rights under this agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 18) If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.