



Chester Road, Sandiway, Northwich, Cheshire CW8 2NH
Tel 01606 882101 office@definefoodandwine.com

CREDIT APPLICATION FORM

Full Name of
Applicant:

Trade Name:

Address:

Number of
Years Trading:

Company
Registration No:

Telephone:

AWRS No:

Bankers Name:

Bankers Address:

Account
Number:

Sort Code:

Trade Reference
Name 1:

Trade Reference
Name 2:

Address:

Address:

PAYMENT TERMS:

Strictly 30 days from invoice date.
I agree to the above payment
terms and declare that all details
given above are true and accurate:

Signed:

Position:

Date:



TERMS & CONDITIONS

Prices

All prices are quoted per bottle as indicated and are excluding VAT. They are subject to alterations in duty or increase in trade price without notice.

Title

All goods remain the property of Define Food & Wine Ltd, the seller, until payment in full has been obtained and until such payment the purchaser shall hold the goods and all items incorporating the goods as trustee for the seller and must not remove, alter or deface any identification mark placed on the goods or their packaging by the seller and shall clearly identify all items incorporating the goods as belonging to the seller. In the event of any sale of goods by the purchaser prior to payment in full of the price, the purchaser shall hold the proceeds of the sale as trustee for the seller and such proceeds of sale shall be placed in an account of the seller in such a way as to be identifiable as the property of the seller. In the event of non-payment the seller shall be entitled, in addition to all other rights, to enter any premises where the goods may be and recover possession of them. The risk of the goods sold passes to the purchaser at the time of the agreement to sell and is not dependant on whether the goods have been delivered. Any terms and conditions of purchase which the purchaser may purport to impose shall form no part of the contract between the purchaser and the seller.

Payment

In the case of the customer with a credit account, payment is due 30 days following invoice date. In all other cases payment will be made on or before delivery of order. Cheques returned or represented by our bank will incur a £25.00 charge to cover administration. Should the seller have to resort to a debt collection agency to obtain outstanding payment the purchaser will be responsible for all costs incurred.

Claims & Liability

Breakages and shortages will only be credited if signed for and if the seller is notified within 48 hours of delivery. To the maximum extent permitted by law, the seller shall have no liability to the purchaser for any indirect, special, incidental or consequential damages resulting from the seller's performance or non-performance of its obligations under this agreement or the purchaser's purchase, use, possession or disposal of goods provided under this agreement. The seller's liability in respect of the direct consequences and, in the event that the seller is not entitled (for any reason) to rely upon the provisions of the preceding sentence, the indirect consequences resulting from negligence or any breach or non-performance of this agreement or any misrepresentation (save for fraudulent misrepresentation) or any other tort on the part of the seller shall be limited to the price or to be paid by the purchaser for the goods in respect of which the liability arises together with the costs associated with re-delivery or re-supply of those goods by the seller, and all conditions, warranties or other terms, whether express or implied, statutory or otherwise, inconsistent with the provisions of this paragraph are to the maximum extent permitted by law expressly excluded. Nothing in this paragraph shall apply so as to exclude or limit the liability of the seller for death or personal injury caused by negligence.

Minimum Order Quantities

Our minimum order is £350 ex-vat within 10 miles. £500 ex-vat for further afield. Ask us about delivery days/times. Orders of less than this amount may be subject to a delivery surcharge.

I hereby agree to the above terms and conditions:

Company:

Position:

Signed:

Date: