

# ALLIGATOR BOOKS LIMITED

(incorporating Kenleys & Pinwheel)

Gadd House, Arcadia Avenue, London N3 2JU TEL: +44 (0) 20 8371 6622 FAX: + 44 (0) 20 8371 6633 (+ 44 (0) 20 8371 6664)

## APPLICATION FOR CREDIT ACCOUNT PLEASE COMPLETE IN BLOCK CAPITALS

TRADINGNAME..... REGISTERED OFFICE ADDRESS.....  
ADDRESS.....  
.....  
TOWN.....POSTCODE..... PARENT/HOLDINGCOMPANY.....  
TELEPHONE..... COMPANY REG. NUMBER.....  
FAX..... VAT NUMBER .....

PROPRIETERS/DIRECTORS..... PAYMENT CONTACT.....  
..... SALES CONTACT.....  
CREDITLIMIT..... YEARS ESTABLISHED.....

### BANK DETAILS

BANK..... ADDRESS.....  
A/C NUMBER.....  
SORT CODE..... HOW LONG WITH THIS BANK .....

### INVOICING & DELIVERY DETAILS

INVOICES/STATEMENTS TO BE SENT TO: DELIVERIES TO BE SENT TO:  
.....  
.....  
.....

ARE BACK ORDERS ALLOWED?.....

IF EXPORT ACCOUNT, DETAILS OF NOMINATED CONSOLIDATOR:-

NAME OF CONSOLIDATOR..... ADDRESS.....  
ACCOUNT NUMBER.....

### TWO TRADE REFERENCES

NAME..... NAME.....  
ADDRESS..... ADDRESS.....  
.....  
.....  
Tel.:..... Tel.:.....  
Fax.:..... Fax.:.....

# Alligator Books Limited

## TERMS AND CONDITIONS OF TRADE

1. In these Conditions: "the Seller" means Alligator Books Limited; "the Buyer" means the customer of the seller for the goods; "the Goods" means the items contracted to be sold by the Seller; "the Price" means the price of the Goods.
  2. Save as hereinafter appears in this Clause the Seller is only prepared to contract with the Buyer for the sale of the Goods to the Buyer upon the terms contained in these Conditions. Accordingly these Conditions shall prevail over any and all conditions stipulated by the Buyer save to the extent that these Conditions are modified by agreement in writing signed by both parties.
  3. The Buyer shall pay the price to the Seller within 28 days after delivery or within 35 days of the date of any invoice submitted by the Seller to the Buyer asking for payment of the price whichever shall be the later. The Seller shall be entitled to payment of interest at a rate of 5% per annum above Bank of England minimum lending rate from time to time on all sums which may be due from the Buyer and unpaid.
  4. (1) The Seller shall not be bound to deliver the Goods or any part thereof to the Buyer during any period during which any sum of money is presently due and payable by the Buyer to the Seller under any contract whatever, and, if the Seller is entitled to and does exercise his right under this sub-clause not to deliver the goods or some part thereof for a period of one month, at the expiration of such period of one month the contract between the Seller and the Buyer concerning the Goods or the undelivered part thereof shall be deemed to be cancelled, and the Buyer shall have no claim against the Seller in respect of such cancellation.  
(2) While, subject to the terms of sub-clause (1) hereof, the Seller will use its best endeavours to deliver the goods to the Buyer as soon as possible or at the time or times requested by the Buyer, as the case might be, time is not and shall not be made of the essence in relation to delivery of the Goods by the Seller to the Buyer and the Seller shall be under no liability for any loss, damage or expense, whether direct or consequential, and whether or not resulting from negligence on the part of the Seller, its servants or agents, caused to the Buyer by any failure on the part of the Seller to deliver the Goods to the Buyer as soon as possible or at the time or times requested by the Buyer, as the case might be.
  5. (1) Without prejudice to the provisions of Clause 4 hereof in making delivery of the Goods to the Buyer the Seller shall use its best endeavours to deliver all of the Goods to the Buyer at one time and the Seller shall in any event deliver to the Buyer at the time of making delivery of the Goods or any part thereof an advice note listing the product delivered.  
(2) It shall be conclusively presumed for all purposes of any agreement between the Seller and the Buyer which is governed by these Conditions that the products listed upon any such advice note delivered by the Seller to the Buyer as is referred to in sub-clause (1) hereof have been delivered by the Seller to the Buyer on the date shown upon such advice note unless within 3 days of the date of such advice note the Buyer gives notice in writing to the Seller that some specified product or products have not been so delivered. In the event that such notice in writing as aforesaid is given the presumption herein before set out shall apply only to such products listed upon such advice note as aforesaid as are not listed in such notice in writing as aforesaid given by the Buyer to the Seller.  
(3) Without prejudice to the provisions of sub-clause (2) hereof it shall be conclusively presumed for all purposes of any agreement between the Seller and the Buyer which is governed by these Conditions that the products listed in any invoice rendered by the Seller to the Buyer have been delivered by the Seller to the Buyer unless within 10 days of the date of such invoice the Buyer gives notice in writing to the Seller that some specified product or products have not been so delivered. In the event that such notice in writing as aforesaid is given the presumption herein before set out shall apply only to such products listed upon such invoice as aforesaid as are not listed in such notice in writing as aforesaid given by the Buyer to the Seller.
  6. The following provisions of this clause apply in respect of the passing of the title to and the risk in the Goods.  
(1) Until the Buyer has paid in full all sums due to the Seller from the Buyer pursuant to any contract whatever:-
    - (a) title to the Goods remains with the Seller;
    - (b) if the Buyer incorporates the Goods or any part thereof into other products (whether with the addition of his own goods or those of others) or uses the Goods or any part thereof as materials for other products (whether with or without such addition as aforesaid) the property in such other products is upon such incorporation or use ipso facto transferred to the Seller, and the Buyer as bailee of the same for the Seller will store the same for the Seller in a proper manner without charge to the Seller;
    - (c) the Buyer has the right to dispose of the Goods or of other products incorporating or using the Goods or any part thereof in the manner aforesaid in the course of his business for the account of the Seller and to pass good title to the Goods or other products as aforesaid to any customer of the Buyer who is a bona fide purchaser of the Goods or other products as aforesaid for full value without notice of the Seller's rights;
    - (d) in the event of a disposal by the Buyer of the Goods or other products as aforesaid pursuant to (c) hereof:-
      - (i) the Buyer shall be under a fiduciary duty to the Seller to account to the Seller for the proceeds of such disposal but may deduct from such proceeds in accounting therefore to the Seller any excess of such proceeds over the total amount due from the Buyer to the Seller under any contract whatever;
      - (ii) in addition the Seller shall have the right to recover from the Buyer's customer any sum due pursuant to any contract between the Buyer and such customer for disposal by the Buyer to such customer of the Goods or other products as aforesaid, and if the Seller avails itself of such right the Seller shall account to the Buyer for any excess of such sum over the total amount at that time due from the Buyer to the Seller under any contract whatever, less any expenses incurred by the Seller in or about recovery of the said sum.
    - (e) risk to pass to the buyer on delivery and the buyer is to maintain the Goods in a satisfactory condition and to keep it insured on the Sellers behalf for its full price against all risks.
    - (f) the buyer shall store the goods separately from goods bought from other suppliers so that the Seller can identify its own particular goods.
  - (2) If the Buyer shall make default in payment of any sum due and owing to the Seller, or shall have a receiving order made against him, or if (being a company) any petition is presented or resolution passed for the winding up of the company, or if a receiver shall be appointed of any part of the assets of the Buyer, then the Seller shall be entitled, without prejudice to any other right or remedy available to it:-
    - (a) forthwith to recover possession of any goods the property of the Seller, and for such purpose to enter upon any land or premises of the Buyer where the goods are, or are believed by the Seller to be: and/or
    - (b) to suspend delivery of the goods under the contract or any other contract with the Buyer, and/or
    - (c) to cancel in whole or in part the contract or any other contract with the Buyer.
  - (3) Risk of loss of or damage to the Goods shall pass to the Buyer at the point when delivery begins.
7. (1) The warranty hereinafter set out does not apply to consumer transactions. In relation to such transactions the rights and obligations of the Seller and the Buyer in respect of defects in the Goods, the fitness for any purpose of the Goods, and the correspondence of the Goods with any description or sample shall be determined by the terms and conditions implied by statute.  
(2) Save as is provided in sub-clause (1) hereof, the Goods are warranted for a period of 3 months from the date of delivery of the same by the Seller to the Buyer against defects in materials, workmanship and design.  
(3) The liability of the Seller for any breach of the warranty given in sub-clause (2) hereof shall be limited to crediting the Buyer with the price of or, at its option replacing, any product which shall prove to be defective within the aforesaid period of 3 months from the date of delivery of the same by the Seller to the Buyer.  
(4) Nothing in this clause is to be construed as affecting the statutory rights of a consumer. Subject to such proviso and to the provisions of sub-clauses (1) and (5) hereof the warranty given and the liability assumed in this clause are in lieu of all and any other warranties conditions and liabilities implied or arising by statute or at common law and in no case to which the warranty given in sub-clause (2) hereof applies shall the Seller be liable for any consequential loss or damage occasioned by breach thereof.  
(5) Nothing in this clause is to be construed as limiting or excluding the liability of the Seller for personal injury or death resulting from his negligence or from the negligence of those for whom the Seller is vicariously liable.
8. (1) (a) Before making any claim of any description against the Seller arising out of an alleged defect or alleged defects in the Goods or any part thereof, whether the claim be for repair of any product, replacement of any product, credit of any kind, refund of any kind, compensation of any kind, or otherwise, the Buyer shall examine or cause to be examined on its behalf the product or products alleged to be defective and shall
  - (i) form a view as to whether such product or products are in fact defective; and
  - (ii) if so, form a view as to whether the defect or defects considered to exist result from a breach or breaches of the warranty contained in Clause 7 (2) hereof; and
  - (iii) if so, reducing to writing full particulars of the defect or defects considered to exist
- (b) Where the Buyer forms the view after such examination as is referred to in sub-clause (1) (a) hereof that the Goods or part thereof, as the case might be, are not in fact defective or, if defective, the defect or defects do not result from a breach or breaches of the warranty contained in Clause 7 (2) hereof the Buyer shall in no circumstances return the Goods or the said part thereof, as the case might be, to the Seller or seek to claim any repair, replacement, credit, refund or compensation of any kind in respect thereof. If, notwithstanding the terms of this sub-sub-clause the Buyer does return the Goods or the said part thereof, as the case might be, to the Seller, the Seller shall be entitled to claim forthwith from the Buyer an administration fee of £5 per item in respect of the costs of handling the Goods or the said part thereof, as the case might be, and shall be at liberty - and is hereby irrevocably authorised by the Buyer, forthwith to dispose of the Goods or the said part thereof, as the case might be. If the Seller does dispose of any product as aforesaid the Seller shall be under no liability to the Buyer arising therefrom, whether to account for any proceeds of the said disposal or otherwise.
- (c) Where the Buyer forms the view after such examination as is referred to in sub-clause (1) (a) hereof that the Goods or part thereof, as the case might be, are in fact defective and the defect or defects result from a breach or breaches of the warranty contained in clause 7 (2) hereof the Buyer shall at its own expense return the Goods or the said part thereof, as the case might be, to the Seller securely packed and clearly identified with the name of the Buyer so that the Seller may examine the Goods or the said part thereof, and shall send with the Goods or the said part thereof the written particulars of defects brought into existence pursuant to sub-clause (1) (a) (iii) hereof.
- (2) Where any product is returned to the Seller pursuant to sub-clause (1) hereof the Seller shall examine the same. If after making such examination the Seller is of the opinion that the claim made by the Buyer that such product is defective in breach of the warranty contained in clause 7 (2) hereof is not justified the Seller shall inform the Buyer of such opinion and an administration fee of £5 per item shall forthwith become due and payable by the Buyer to the Seller in respect of the costs of such examination as aforesaid.
- (3) Where any product is returned to the Seller pursuant to sub-clause (1) hereof the Seller shall hold the same available for collection by the Buyer for a period of 28 days from completion of such examination as aforesaid. If the same is not collected by or on behalf of the Buyer within such period the Seller shall be at liberty, and is hereby authorised irrevocably by the Buyer, to dispose of the same. If the Seller does dispose of any product as aforesaid the Seller shall be under no liability to the Buyer arising therefrom, whether to account for any proceeds of the said disposal or otherwise.
- (4) Pallets are used to aid delivery and remain the property of the Seller. Pallets are returnable/exchangeable but must be of the same good quality. Failure to comply will result in a charge being levied of £5 + VAT per pallet.

I have the authority to sign on behalf of the company/proprietor.

Signed ..... Position ..... Date .....

Print name here MR/MRS/MS .....

We acknowledge and understand the above terms and have signed the Order Form on behalf of the Company/Proprietor, as our agreement to them. All cheques should be made payable to: **ALLIGATOR BOOKS LIMITED**.

Bank details (£ Sterling):

**HSBC Bank PLC**, 56 Queen Street, Cardiff CF10 2PX Account No: 12507676 Sort Code: 40-16-15 Swift Code: MIDLGB2103K IBAN: GB87 MIDL 40161512507676