

## CLF Account Application Form

This form must be fully completed. Please send a photo of your premises with your application.

### **Company Details**

Trading Name and Address:

Registered Address (if different to above):

Company Registration Number:

VAT Number:

Part of a group of stores?

Website:

### **Contact Details**

Contact Name:

Telephone Number:

Email Address:

### **Delivery Information**

Opening Times:     /

Delivery Mobile Number:

Any parking/delivery restrictions:

### **Payment Terms**

Order Frequency: Daily / Weekly / Monthly

Estimated Order Value:

Credit Terms Requested: Pre-Pay (Card) / 15<sup>th</sup> of Month Following\* / 30 Days from Invoice\*

\*please complete the following if you are applying for a credit limit

Credit Limit Required: £

Name and Address of ALL Company Directors (all directors must sign the T&C's and Initial each page):

Directors Initials:

## CLF Terms and Conditions

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 these conditions of sale. The company accepts the customer's order of goods upon these terms to the exclusion of any other 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 there to.

### 2. Quotations and Prices

Quotations are not binding on us until we have accepted an order 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 forth with 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) Credit Accounts are opened subject to satisfactory references and credit checks.
- b) Unless specifically agreed in writing, payment terms are as agreed on the front of this form.
- 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 up to the total amount due. 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 in the process of recovering such late or outstanding monies.
- f) Balance due on Payment Accounts must be paid by BACS. Should the company accept a payment by credit card a charge of 2.5% of the payment value plus VAT will be levied. The percentage charge is subject to change without notice.
- g) Customers with bank accounts outside of the UK will be responsible for all bank charges when making payments to CLF.

### 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.
- c) International Shipments which are returned to CLF duty unpaid will be subject to a restocking fee, shipping charges and a handling charge at the company's discretion.

### 5. Non-Delivery and shortages

- a) Customers are requested to examine all goods delivered upon arrival and to advise carriers representative by marking the delivery note with any apparent damage, shortage or irregularity. Claims for incomplete,

damaged or defective goods must be made to CLF within 48 hours from date/time of delivery. For all special order items, claims must be made to CLF within 24 hours from date/time of delivery.

- b) If the goods are not delivered within 3 days of the company's invoice you must notify CLF in writing.

#### **6. Export Incoterms**

- a) CLF offer Incoterms by negotiation. For courier shipments the default terms are DAP (Delivered at Place), the buyer is responsible for any import duties and taxes. For pallet orders the default terms are EXW (Ex Works), the buyer is responsible for collecting their goods from CLF, insurance and import duties and taxes, CLF is not liable for any damages whilst in transit or upon delivery.
- b) CLF require proof of export for all export orders. CLF reserve the right to charge VAT for any Export shipments if the proof of export is not obtained.

#### **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 to replace or 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.
- f) All claims must be made 48 hours after receipt of the order to be processed. CLF reserve the right to reject any claims after this point.
- g) If you have chosen to have your order shipped via a parcel network and it contains items that are flagged as not suitable for courier shipment (as indicated on the CLF B2B ecommerce website), no claims for damages will be accepted. We are also not able to accept any claims for glass items damaged through the parcel network.

#### **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 buyer's 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 in your physical retail or online store. Sales via channels such as amazon and ebay are prohibited without prior written approval from CLF.
- b) The purchase of a product/brand confirms your agreement for CLF to share your store name and postcode with the supplier. We share data with our suppliers to help them improve our customer business support.

#### **11. Telephone Calls**

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

#### **12. Customer Services Enquiries**

- a) If you have a customer services enquiry regarding your order, please use the contact information available on our website [www.clfdistribution.com](http://www.clfdistribution.com)
- b) If you are not satisfied with the service you are receiving, please ask for your complaint to be escalated to a manager.

- c) Customer service-related matters should not be posted on social media or any other type of public forum or broadcast. Negative or derogatory posts may result you your account being suspended or closed immediately and any amounts due to the company will be due on demand.

**13. 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.

**14. 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 from CLF, you are agreeing to these terms and conditions. A breach in any of these terms and conditions may result in the termination of supply.

**15. The Sale of Alcohol**

I declare that I am over 18 years of age and take full responsibility for the purchase and any onward sale of alcohol.

**By signing this form, I agree that I have read, understood and accepted the Terms and Conditions set out above. I understand that CLF reserve the right to change the Terms and Conditions at any time.**

**\*\*If applying for a Credit Account, ALL Company Directors or Partners named in Page 1 of this form must sign the below and initial each page of this application form\*\***

**Signature:**

**Name:**

**Date:**

**Signature:**

**Name:**

**Date:**

**Signature:**

**Name:**

**Date:**

Directors Initials: