

# CUSTOMER CREDIT ACCOUNT APPLICATION FORM

PLEASE STATE WHICH SELCO BRANCH YOUR ACCOUNT IS TO BE HELD IN:

## BUSINESS DETAILS

Business name: \_\_\_\_\_  
 Primary contact name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Postcode: \_\_\_\_\_  
 Mob: \_\_\_\_\_ Tel: \_\_\_\_\_  
 Email: \_\_\_\_\_

## PROPRIETORS/DIRECTORS DETAILS

First name: \_\_\_\_\_ Surname: \_\_\_\_\_  
 Home address: \_\_\_\_\_  
 \_\_\_\_\_  
 Postcode: \_\_\_\_\_ Tel: \_\_\_\_\_  
 Date of birth: \_\_\_\_\_ Mob: \_\_\_\_\_

First name: \_\_\_\_\_ Surname: \_\_\_\_\_  
 Home address: \_\_\_\_\_  
 \_\_\_\_\_  
 Postcode: \_\_\_\_\_ Tel: \_\_\_\_\_  
 Date of birth: \_\_\_\_\_ Mob: \_\_\_\_\_

Please Attach Business Card Or Letterhead To Application

Sole Traders / Partnerships, please attach evidence of home address. For example, Council Tax bill or Bank / Credit Card statement.

IS APPLICANT A LIMITED COMPANY? YES:  NO:

IF YES PLEASE GIVE COMPANY REG. NO: \_\_\_\_\_

DO YOU HAVE AN EXISTING SELCO CASH ACCOUNT YES / NO - If yes please give account number \_\_\_\_\_

CREDIT LIMIT REQUESTED \_\_\_\_\_

## BANKERS REFERENCE

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_

## TRADE REFERENCE 1

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_

## TRADE REFERENCE 2

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_

We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with other businesses. In some instances we may also make a search on the personal credit file of principal directors. Should it become necessary to review an account then again, a credit reference may be sought and a record kept. We will monitor and record information relating to your trade performance and such records will be available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention.

## Please tick the relevant box:

- |  |  |   |
|--|--|---|
| <input type="radio"/> Trade Types        | <input type="radio"/> Plastering           | <input type="radio"/> Other Business              |
| <input type="radio"/> Building           | <input type="radio"/> Joinery              | <input type="radio"/> Landlord/Property Developer |
| <input type="radio"/> Electrical         | <input type="radio"/> Landscaping          | <input type="radio"/> Hotel/Pubs/Leisure          |
| <input type="radio"/> Plumbing/Heating   | <input type="radio"/> Other Building Trade | <input type="radio"/> Education/Public Sector     |
| <input type="radio"/> Decorating         | <input type="radio"/> Shop                 | <input type="radio"/> Other Business              |
| <input type="radio"/> Kitchens/Bathrooms | <input type="radio"/> Manufacturing        |   |

Sometimes we'd like to let you know about discounts, offers and did we mention discounts? We don't send often, don't send rubbish and NEVER share your information.

Phone Yes  No  Text Message Yes  No   
 Email Yes  No  Mail Yes  No



# ADDITIONAL CREDIT ACCOUNT INFORMATION

## Existing Selco cash account number (if available):

Please list the full names of workers you would like authorised to use the credit account. Each employee on the list will receive their own trade card which should be shown in branch for all purchases & hire contracts. Include your own name on the list if you will be purchasing in branch.

1 _____	5 _____
2 _____	6 _____
3 _____	7 _____
4 _____	8 _____

**IMPORTANT:** If you require names to be added or removed from the account, please email: [creditcontrol@selcobw.com](mailto:creditcontrol@selcobw.com) (quoting your Selco account number)

Do you require a strict purchase order system requiring an official written or verbal order? (tick 1 answer below)

Yes - written order                       Yes - verbal order                       No

Do you require your workers to show I.D before every transaction? Yes                       No

Do you require a password that must be quoted before every transaction?

Yes, password is: \_\_\_\_\_ No

Do you require your invoices to be: (only ONE option can be chosen)

A: emailed (please provide email address):  \_\_\_\_\_

B: Sent in the post

C: Issued at the point of sale

## Declaration

**IMPORTANT:** All purchases are subject to our standard terms and conditions. A copy can be obtained on our website at [www.selcobw.com](http://www.selcobw.com), or at any Selco branch. We will update these from time to time and so you should always check on our website or in store to make sure you have the latest version.

I confirm that by signing this form I agree to be bound by Selco's terms and conditions and that each purchase of goods will be subject to Selco's standard terms and conditions in force at the time of purchase.

## Guarantee Agreement

By signing below, each signatory, as authorised representative (s) of the applicant customer, hereby applies for a Trade Credit Account and agrees to pay the account by the last working day of each month following the month of delivery in accordance with Selco Trade Centres Ltd conditions of sale. Each signatory further agrees that those conditions of sale (as modified, amended or updated by Selco from time to time) shall apply to all sales of Selco goods or services.

Each signatory to the agreement agrees, jointly and severally to personally guarantee the performance of the contract by the organisation on whose behalf the signature is given, including any financial obligations arising from any changes in the credit limit of the credit account made by Selco Trade Centres Ltd from time to time. Each signatory has been provided the opportunity to seek independent legal advice of a solicitor prior to signing this form. In the event of failure or default, or non-compliance with the terms and conditions of the contract, Selco Trade Centres Ltd has the right to proceed against the signatory personally.

**Should be signed by a director(s), partner(s), company secretary or proprietor of the business**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Position \_\_\_\_\_ Position \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## Please return your completed application to:

Freepost RTCY-CHJG-TKYK, Selco Builders Warehouse, Boundary House, 2 Wythall Green Way, Wythall, Birmingham, B47 6LW

## Selco accounts use only

Application received by: \_\_\_\_\_ Application processed by: \_\_\_\_\_ Customer card no: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Credit account authorised by: \_\_\_\_\_ Credit account limit: \_\_\_\_\_

**selcobw.com**

## Selco Trade Centres Ltd Terms & Conditions of Business

The buyer's attention is drawn to clauses 6.7, 12.2 and 15.1

The statutory rights of a buyer who is a consumer are not affected by these terms and conditions.

A large print copy of these terms and conditions is available – please ask a member of staff at the trade counter.

### 1. Definitions & Interpretations

1.1 – In these conditions: “Buyer” means the individual firm company or other party who purchases the Goods from Selco; “Contract” means the contract for the sale and purchase of the Goods made between Selco and the Buyer; “direct, indirect or consequential loss” includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss; “Goods” means the articles, and materials, and things or any of them comprised in the Contract between the Buyer and Selco; “insolvent” means: the Buyer becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; the Buyer allows any execution to be levied on its property; the Buyer has a bankruptcy order made against it; the appointment of an administrator, administrative receiver or receiver over all or part of the Buyer's property; the application for the appointment of a administrator; the Buyer makes any arrangement or compromise with its creditors; the passing of a resolution for the winding up or a meeting to pass such a resolution (except for the purposes of a solvent liquidation, reconstruction or amalgamation); the presentation of a winding-up petition or a petition for bankruptcy; the ceasing of, or threatening to cease carrying on business; “Selco” means Selco Trade Centres Limited, “working days” means Monday to Friday excluding bank holidays.

1.2 – A reference to any law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 A reference to one gender shall include all other genders. Words in the singular include the plural and in the plural include the singular.

1.4 Condition headings do not effect the interpretation of these conditions.

### 2. Incorporation of Conditions

2.1 All orders for Goods shall only be accepted by Selco subject to these conditions and (subject to any variation under condition 2.2) shall exclude all other terms and conditions (including any which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document whether presented by the Buyer, referred to, or otherwise).

2.2 No variation or addition to these conditions shall be incorporated into the Contract unless such variations or additions have been expressly agreed to by Selco in writing, and have been signed by a director of Selco. The Buyer acknowledges that it has not relied on any statement, promise, representation or warranty made by or on behalf of Selco which is not set out in the Contract. Nothing in this condition shall exclude or limit Selco's liability for fraudulent misrepresentation.

2.3 Any quotation or estimate made by or on behalf of Selco whether in writing and/or orally, is an invitation only to the Buyer for it to make an offer. The quotation shall only be valid for 30 days and prices stated in any quotation or estimate are subject to change (as per condition 10.1).

2.4 All orders made in pursuance of any quotation or estimate shall be deemed to be an offer by the Buyer to buy the Goods subject to these conditions.

2.5 – No order placed by the Buyer shall be binding upon Selco unless and until such order is accepted by Selco in writing on its acknowledgement of order form.

2.6 The Buyer shall ensure that the quantities specified in its order and any specifications provided are complete and accurate. Subject to condition 7.1, the quantity and description of the Goods shall be as set out in Selco's acknowledgement of order.

### 3. New Customers

3.1 Where the Buyer is a new customer of Selco, Selco may require the Buyer to disclose the following information prior to or at the time of entering into any Contract with the Buyer:

3.1.1 full name and address of the Buyer (including trading address and where applicable registered address and company number);

3.1.2 contact details for all of the Buyer's branches; and

3.1.3 proof satisfactory to Selco that the Buyer is in a trade or is a business.

If the information is not provided within seven days of request, Selco may terminate the Contract without liability to the Buyer.

### 4. Catalogues

Any samples, figures, statements, descriptions, illustrations, photographs, drawings or any other matters contained in Selco's catalogues, brochures, price lists or advertising are not guaranteed to be accurate and are intended merely to represent an approximate idea of the Goods described in them. They shall not form part of the Contract. The Contract is not a sale by sample.

### 5. Buyer's Designs

5.1 Where Goods are made or supplied to the Buyer's own specification measurements or designs (including fine or specific tolerances required by the Buyer beyond those generally accepted in the building trade) Selco accepts no liability for (or losses arising from) the suitability and fitness of the specification or design or for the fine tolerances requested (unless in the case of the fine tolerances, Selco has acknowledged that it is prepared to accept such an order).

5.2 The Buyer warrants that such specifications or designs do not infringe any patent, trade mark, registered design, copyright or any other intellectual property right of any third party. The Buyer shall indemnify Selco in full for all and any loss, damage, or expense whatsoever (including professional costs) which Selco may incur, suffer or be put, arising from the performance of the Contract by reason of any infringement of such intellectual property right.

## 6. Delivery

6.1 Delivery of Goods to the Buyer shall be deemed to be effected by Selco at the following times:

6.1.1 where Goods are transported to the Buyer by Selco, the manufacturer of the Goods, or by an independent carrier, at the time the Goods arrive prior to unloading at the premises specified in the Contract, or at the nearest road accessible point to such premises (as applicable);

6.1.2 in the event of Goods being collected by the Buyer, at the earlier of:

6.1.2.1 the time of collection of the Goods by the Buyer, its employees or agents from Selco's premises; or,

6.1.2.2 seven days after the date on which the Buyer was notified that the Goods were ready for collection.

6.2 Deliveries normally occur between 0700 and 1800. Exact timings cannot be specified. The date or dates (if any) specified by Selco in the Contract shall only constitute the times by which Selco expects to effect delivery, and time of delivery shall not be of the essence.

6.3 Unless otherwise stated, all deliveries will be made at the kerbside within the arc of the crane, where the driver deems safe to do so, whilst delivering the goods. Selco is not responsible for any additional lifting or carrying of the Goods. Selco reserves the right not to unload Goods unless payment in full has been received and delivered Goods have been signed for.

6.4 When requested by the Buyer in writing, Selco shall either endeavour to expedite delivery of the Goods (but such request shall not make time of delivery of the essence), or (as appropriate) delay the physical delivery of the Goods for a period of up to 28 days.

The Buyer shall reimburse Selco for all additional costs (including but not limited to: overtime payments; storage charges and insurance) that Selco incurs in complying with such a request under condition 6.6.

6.5 In the event that delay in physical delivery continues for a period in excess of 28 days then Selco may:

6.5.1 terminate the Contract; and

6.5.2 sell the Goods to another person; and

6.5.3 seek damages for all direct, indirect and consequential loss suffered by Selco as a result of the Buyer's default.

6.6 If Selco shall be prevented from delivering the Goods in accordance with the Contract as a result of delay or default on the part of the Buyer and the Contract is not cancelled, Selco shall be entitled to reschedule the date for such delivery to such time as it shall reasonably require taking into account its commitments to third parties.

6.7 Subject to the other provisions of these conditions, Selco's financial liability for any late delivery shall be limited to the Contract Price and Selco shall not be responsible for any direct, indirect or consequential loss, costs damages, charges, or expenses caused by any delay in the delivery of the Goods resulting from:

6.7.1 any failure of the Buyer to take delivery at the appropriate time;

6.7.2 any failure of the Buyer to give proper delivery instructions, or failure to obtain appropriate authorisations to permit the delivery of the Goods;

6.7.3 any delay or postponement of delivery requested by the Buyer pursuant to condition 6.3.

6.8 No delaying in delivery resulting from Selco's default shall entitle the Buyer to rescind the Contract unless the delay exceeds 5 days.

6.9 Selco may deliver the goods by separate instalments. Each separate instalment may be invoiced separately. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

## 7. Shortages

7.1 Although Selco endeavours to deliver Goods that are as near as possible to quantity ordered, standard packaging and measurements means that there may be quantity variances. The Buyer is not entitled to reject the goods or any of them by reason of such a surplus or shortfall. Selco reserves the right to charge for over deliveries at the pro rata rate.

7.2 Subject to condition 7.3 where Selco has delivered the Goods, it undertakes to make up any shortages (which exceed the tolerance level in condition 7.1). Where the manufacturer has delivered the Goods, Selco shall not be liable for any shortages but will use reasonable efforts to procure that the manufacturer will make up such shortfall.

7.3 Selco shall only be bound by its undertaking to make up or procure the making up, of shortages set out in condition 7.2 if:

7.3.1 the Buyer shall have notified Selco in writing (and the carrier if other than Selco) of such shortage, within three days of receipt of the Goods with details of the date and time of delivery, the invoice number, and the delivery advice number (if any); or

7.3.2 in the event that the Buyer has not received the Goods, it has notified Selco of this fact within 14 days of the receipt of Selco's invoice for the Goods

## 8. Substitutions

Unless the Buyer has requested otherwise, and one of Selco's branch managers has agreed to such request in writing, Selco may supply substitute Goods of equivalent type and quality in performance of the Contract.

## 9. Returns/Cancellations

9.1 – If the Buyer requires cancellation of the Contract this will only be accepted at the sole discretion of Selco and upon such terms as Selco may determine.

9.2 Selco will exchange or refund any unopened and unused Goods which are returned to Selco within 28 days of purchase, as sold, on production of an original receipt. All returns may be subject to a restocking charge (i.e. the invoice price of such Goods less restocking charge).

No refunds or credit notes will be given on any bespoke Goods or specially ordered Goods unless they fail to satisfy the warranty in condition 14.1. Refunds for bagged products will only be given within 5 days of purchase and they must be in a saleable condition.

## 10. Price

10.1 Unless otherwise agreed by Selco in writing (and signed by one of Selco's branch managers) the price for the Goods shall be the price displayed in store on the date of acceptance of the Buyer's order.

10.2 The price for the Goods does not include Value Added Tax, (which will be charged at the applicable rate) carriage, or pallets (which will be charged to the Buyer). Where the pallets are re-useable, and are returned to Selco in good condition within 14 days of delivery, Selco shall credit the Buyer in full for such pallets.

## 11. Payment

11.1 The Buyer shall make payment of each and every invoice in cleared funds in full without contra or set off. For all Buyers (other than Buyers with a credit account), invoices are payable upon receipt of the Goods. For Buyers with a credit account, invoices shall be due for payment on the last working day of the month following the month of Selco's invoice and if payment is not received by the fifteenth of the next month, Selco may put a stop on the account, and may refuse to accept further orders. Time of payment is of the essence and is critical to the performance of the Contract by the Buyer.

11.2 Without prejudice to Selco's right to enforce payment, interest at the rate of 4% per annum above LIBOR for the time being may be charged from day to day on all monies outstanding after the due date of payment until the actual date of payment (whether before or after judgment). The Buyer shall not be entitled to received any discount referred to in the Contract if payment is not received by the due date.

11.3 If charged, interest shall become due and payable pursuant to condition 11.2 notwithstanding the fact that a portion of the account or invoice is the subject of any dispute or query.

11.4 If the Buyer shall pay any account or any part of it and the payment is subsequently dishonoured, Selco may debit the Buyer's account with Selco with an administrative charge proportionate to the time cost incurred by Selco, which may include any charge levied by Selco's bankers relating to the handling of such dishonoured payment, and such an administrative charge, if levied, shall be immediately due and payable.

## 12. Credit Accounts

12.1 Credit accounts may be opened at the discretion of Selco subject to the provision of the information set out below and to satisfactory credit references being obtained. Selco may impose such credit limit on the Buyer as it deems reasonable and may occasionally vary this limit without giving prior notice to the Buyer. The information required is:

12.1.1 the full names and home addresses of two of proprietors or directors;

12.1.2 the names of two persons firms or companies with whom the Buyer has had previous trade dealings; and

12.1.3 the name and address of the Buyer's bankers and its bank account details together with written authority for Selco to contact the trade referees, the bankers and/or a credit reference agency for appropriate references.

12.2 It is a condition of opening a credit account with Selco that the directors of an incorporated Buyer jointly and severally guarantee performance of all the Buyer's financial obligations to Selco.

12.3 The Buyer agrees that Selco may process the information to assess the creditworthiness of the Buyer (and of its directors) for administrative and fraud prevention purposes. Selco may also disclose such information to third parties such as: other companies in the same group as Selco; its professional advisers; credit reference and debt recovery agencies, but Selco shall not sell this information. We will only use your personal information as set out in our Privacy Policy. Our Privacy Policy can be found on our website or by writing to our Data Protection Officer at Grafton Group plc, Boundary House, 2 Wythall Green Way, Wythall, Birmingham B47 6LW or by emailing [dpo@graftonplc.com](mailto:dpo@graftonplc.com)

12.4 If at any time the Buyer being a credit account customer alters its constitution (being a company or limited liability partnership) or (being a sole trader or partnership) becomes incorporated or amalgamated with others, the Buyer shall give prior written notice to

Selco of the intended change should the Buyer wish to continue credit account facilities following the intended change. Selco may commence trading with the changed entity at its sole discretion and will not be deemed to do so until a written acknowledgement and acceptance is issued by Selco's credit controller.

## 13. Auditors Certificate

In the event of a dispute arising between Selco and the Buyer concerning the sum or sums to which Selco is entitled in addition to the Contract price as provided for in these conditions, then, a certificate from Selco's auditors acting as experts and certifying such sums or sums shall (in the absence of manifest error) be conclusive and binding upon Selco and the Buyer. Any sum certified by such auditors shall be paid by the Buyer within 30 days of the date of such certificate.

## 14. Warranty

14.1 Selco warrants that upon delivery the Goods (other than second hand goods or goods which are rejects at the point of sale) shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and reasonably fit for its normal purpose.

14.2 Selco shall use its best efforts to pass on to the Buyer the benefit of all manufacturer's warranties and guarantees of the Goods.

This shall not apply to Goods which are second hand or damaged at the point of sale. Selco does not provide any other warranty in relation to the Goods.

14.3 Subject to conditions 14.4 and 14.5 if any of the Goods do not conform with the warranty in condition 14.1, Selco's liability in respect of any defect is, at Selco's option, limited to repairing, replacing (or procuring the repair or replacement by the manufacturer) of the defective Goods (or the defective part) or to making a pro rata refund. Selco shall be given a reasonable period in which to complete the necessary repair or deliver the replacement or otherwise rectify such defect. If Selco complies with this condition 14.3, it

shall have no further liability for breach of the warranty in condition 14.1 in respect of such Goods.

14.4 Selco's liability under this warranty shall automatically cease if:

14.4.1 the Buyer fails to notify Selco of the damage/defect as soon as possible after becoming aware of them, or, where the damage/defect has arisen in transit, the Buyer fails to notify Selco within 3 days of the Buyer discovering the defect or ought to have discovered the defect; or

14.4.2 the Buyer makes any further use of the Goods after giving such notice; or

14.4.3 the Buyer shall not have paid for all Goods under the Contract by the due date referred to in condition 11.1; or

14.4.4 the defect arises because the Buyer failed to follow Selco's oral and written directions for storage, use etc. (or if there are none, good trade practice); or

14.4.5 the Buyer, when requested by Selco so to do, either fails to return the defective Goods to Selco as soon as possible, but in any event within 21 days of such request, or, fails to make the defective Goods available for inspection by Selco, its agents, and where applicable by the manufacturer; or

14.4.6 the Buyer permits persons other than Selco its employees or agents to effect or attempt any repair or replacement or other rectification of defective Goods.

14.5 The Buyer shall be deemed to have accepted the Goods if the Buyer either uses the Goods, or has not notified Selco of any defective within the periods set out in condition 14.4.1.

14.6 The warranty set out in condition 14.1 shall be in lieu of any warranties, conditions or undertakings whether implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979) which are expressly excluded from the Contract.

## 15. Limitation of Liability

15.1 Subject to conditions 6.7 and 14:

15.1.1 Selco's financial liability to the Buyer (including any liability for the acts and omissions of its employees, agents and sub-contractors) under contract, tort, (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising from or in connection with the performance of any Contract, whether for:

15.1.1.1 personal injury; or

15.1.1.2 damage to tangible property; or

15.1.1.3 loss of profits; or

15.1.1.4 other financial loss; or

15.1.1.5 any combination of these shall be limited to £250,000;

15.1.2 Selco's liability to the Buyer under condition 15.1.1 shall also be limited to that proportion of the loss or damage (including interest and costs) ascribed to Selco by a court, having regard to Civil Liability (Contribution) Act 1978 as if it were applied to all the other parties responsible, whether or not such other parties were in a position to make their contribution.

15.1.3 Except as set out in this Condition 15, Selco shall not be liable for any claim for direct or indirect, consequential loss, injury, damage, claims, compensation whatsoever (howsoever caused) made by the Buyer or any third party against Selco arising from or in connection with the Contract.

15.2 Nothing in these conditions excludes or limits the liability of Selco for death or personal injury resulting from the negligence of Selco its employees or agents, or for fraud or fraudulent misrepresentation.

## 16. Ownership of Goods

16.1 The Goods are at the risk of the Buyer from the time of deemed delivery. The Buyer shall affect appropriate insurance cover over the Goods from deemed delivery with a reputable insurance company.

16.2 Notwithstanding that the risk in the Goods passes to the Buyer at the time of delivery, ownership of the Goods comprised in the

Contract shall be retained by Selco until payment in full (in cash or in cleared funds) has been received in respect of:

16.2.1 the Goods; and

16.2.2 all other sums due from the Buyer in respect of other goods provided by Selco;

16.3 Selco shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Selco.

16.4 The Buyer may resell Goods before ownership has passed to it solely on the following conditions:

16.4.1 any sale is made in the ordinary course of the Buyer's business at full market value;

16.4.2 the Buyer sells Selco's property on its own behalf as principal (and not act as agent for Selco); and

16.4.3 the Buyer has not become insolvent.

16.5 Until ownership of the Goods has passed to the Buyer, the Buyer shall hold the Goods as bailee, shall take proper care of the same and keep them in such manner that they may be clearly identified as belonging to Selco.

16.6 The Buyer grants Selco, its employees and agents an irrevocable licence to enter upon any of its premises where the Goods are stored at any time in order for Selco to inspect them, or where the Buyer's right to possession has terminated, to recover them.

16.7 If at the time of the termination of the Buyer's power of sale under condition 16.4 any Goods comprised in the Contract are in the custody or control of any third party, or on the premises of a third party the Buyer shall use its best efforts to allow Selco to recover the goods from the third party or

its premises, (including but not limited to immediately providing Selco with written authority enter premises and to collect Goods on behalf of the Buyer).

## 17. Termination

17.1 If the Buyer shall:

17.1.1 fail to give delivery instructions; or fail to take delivery of the Goods; or fail to make any payment when it becomes due; or

17.1.2 shall commit any other breach of the Contract and fail to remedy the same within seven days of receiving Selco's request in writing so to do; or

17.1.3 shall become insolvent; or then Selco may:

17.1.4 defer or cancel any further deliveries or work under the Contract and treat the Contract as terminated; and

17.1.5 treat any other contract between Selco and the Buyer as terminated; but without prejudice to Selco's right to: either receive any unpaid price for Goods delivered under the Contract; or to repossess the Goods; and to damages for loss of profit suffered in consequence of such termination.

17.2 Upon the termination of a Contract (whether under this condition 17 or otherwise) shall not affect the accrued rights of Selco or the Buyer.

## 18. Force Majeure

Selco reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer for any direct, indirect or consequential loss or damage suffered by the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental action, war or national emergency, civil commotion, acts of terrorism, strikes (whether or not relating to Selco's or the Buyer's workforce), restraints or inability or delay in obtaining supplies, provided that if the event in question continue for a continuous period in excess of 30 days either Selco or the Buyer shall be entitled to give written notice to the other to terminate the Contract.

## 19. Sub-Contracts

19.1 Selco shall be entitled to appoint one or more sub-contractors to carry out one or all of its obligations under these conditions.

19.2 Where Selco introduces a sub-contractor to a Buyer and a separate contract is made between the sub-contractor and the Buyer, Selco will not accept any responsibility for delays quality or workmanship occasioned by the sub-contractor.

## 20. Health and Safety at Work Act 1974

The attention of the Buyer is drawn to the provisions of Section 6 of the Health and Safety at Work Act 1974. Selco may make available upon request information on its products to ensure that as far as is reasonably practicable they are safe and without risk to health when properly used. It is the responsibility of the Buyer to take such steps as are necessary to ensure that such information relevant to the Goods is made available to its employees agents or any person to whom the Buyer supplies them and to any other person to whom the Buyer should reasonably consider any such information should be given.

## 21. Severance

21.1 If any provision of these conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

21.2 If any provision of these conditions is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the condition in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

## 22. General

22.1 Selco reserves the right to assign, sub-contract or sub-let the fulfilment of the Contract or any part of it without the consent of the Buyer. The Buyer shall not be entitled to assign the benefit or burden of the Contract without the prior consent in writing of Selco.

22.2 Each Contract constitutes the entire agreement and understanding of Selco and the Buyer and supersedes any previous agreement between Selco and the Buyer relating to the subject matter of that Contract.

22.3 Any waiver by Selco of any breach of, or any default under any provision of the Contract shall not be a waiver of any subsequent breach or default, and the failure or delay by Selco to enforce any of its rights under the Contract shall be a waiver of such rights.

22.4 All notices given concerning the Contract shall be in writing, and shall be hand delivered, sent by first class post or be sent by fax to the invoicing address provided by the Buyer, or to the relevant Selco branch and to Selco's head office.

22.5 No person who is not a party to a Contract (other than lawfully successors and assigns) may enforce the terms of any Contract under the Contract (Rights of Third Parties) Act 1999.

22.6 In the event of a dispute arising out of any Contract, Selco and the Buyer may attempt to resolve such dispute by mediation in accordance with the Centre for Effective Dispute Resolution Model Procedure.

22.7 These conditions and each and every Contract shall be governed by English law and Selco and the Buyer submit to the exclusive jurisdiction of the English courts.

Selco Trade Centres Limited

Support Centre: Boundary House, 2 Wythall Green Way, Wythall, Birmingham, B47 6LW

Company Registration Number 2182671. V  
AT Registration Number 110 4121 50

Member of Grafton Group plc.

Registered Office: First Floor, Boundary House, 2 Wythall Green Way, Wythall, Birmingham, B47 6LW

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Please send EL/PL Portal claims to Garwyn Group - D00145