TERMS AND CONDITIONS OF SALE (CONTINUED)

10.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are a consumer exercising your right to change your mind) you

must pay the costs of return. 10.4 What we channel

must pay the costs of return. 10.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection 10.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below. 10.6 When we may make deduction from refunds if you are a consumer exercising your right to

10.6 When we may make deduction from refunds if you are a consume exercising your right to change your mind. If you are exercising your right to change your mind. If you are exercising your right to change your mind. If you are exercising your right to change your mind. If you are exercising your right to change your mind. If you are exercising your right to change your mind. If you are exercising your right to change your mind. If you are exercising your right to change your mind. If you are exercising your right to change your mind. If you are exercising your right to change your mind. If you are exercising your right to change your mind. If you are exercising your right to change your make and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
10.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery ontion. for the cheaper delivery option. 10.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you

are a consumer exercising your right to change your mind, then: 10.7.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 10.2. 10.7.2 In all other In all other cases, your refund will be made within 14 days of your telling us you have changed your

OUR RIGHTS TO END THE CONTRACT

We may end the contract if you break it. We may end the contract for a product at any time by writing to you if: I11.1 you do not make any payment to us when it is due, and you still do not make payment within 14 days of

11.1.1 you do not make any payment to us when it is due, and you suit do not make payment within it days of us reminding you that payment is due
 11.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your name, address, telephone number or payment details:
 11.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
 11.4 you otherwise breach your obligations under this contract and either do not remedy any breach within

thirty (30) days of receiving notice of any breach, or such material breach is not capable of being remedied. 11.2 You must compensate us if you break the contract. If we end the contract in the situations set out 11.2 You must compensate us in you break the contract. If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract. 11.3

We may withdraw the product. We may write to you to let you know that we are going to stop

11.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 7 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.
11.4 Further rights we have to terminate if you are a business customer. If you are a business customer, in addition and without prejudice to the provisions of clause 111, we shall have the right to terminate this contract with immediate effect upon giving written notice to you if:
11.4.1. you take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with tis creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
11.4.2 you suspend, or threatens to suspend, or cease or threaten to cease to carry on all or a substantial part of your business;

part of your business; 11.4.3 your financial position deteriorates to such an extent that in our opinion your capability to fulfil your

biligations adequately under the contract has been placed in jeopardy; or 11.4.4 without limiting our other rights or remedies, we shall have the right to terminate the contract with immediate effect by giving written notice to you if you fail to pay any amount due under this contract on the due date for payment and remain in default not less than fourteen (14) days after being notified in writing to nake such pav IF THERE IS A PROBLEM WITH THE PRODUCT

12 IF THERE IS A PROBLEM WITH THE PRODUCT How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone or write to the relevant branch as noted on our website (www.sussexplumbingsupplies.

o.uk/contact). Alt). Alternatively, please speak to one of our staff in-branch YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

1 If you are a consumer we are under a legal duty to supply products that are in conformity with this intract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these

contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights Summary of your key legal rights. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. If your product is goods, for example bricks or fencing, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following: • up to 30 days: if your goods are faulty, then you can get an immediate refund. • up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back

ee also clause 8.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject 13.2 Total obligation to retain rejected products in you man to exclude you regulation of the products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please contact customer services on the relevant branch as noted on our website (www.sussexplumbingsupplies.

YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS CUSTOMER If you are a business customer we warrant that on delivery for a period of 12 months any products

which are goods shall

 which are goods shall:

 14.1.1
 conform in all material respects with their description and any relevant specification

 14.1.2
 be free from material defects in design, material and workmanship; and

 14.1.3
 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

 14.2
 Subject to clause 14.3, if:

 14.2.1
 you give us notice in writing immediately upon discovery of a fault;

 14.2.2
 we are given a reasonable opportunity of examining such product; and

 14.2.3
 you return such product to us at your cost,

 we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full

We will not be liable for a product's failure to if: you make any further use of such product after giving a notice in accordance with clause 14.2.1; the defect arises because you failed to follow our oral or written instructions as to the storage, tion, commissioning, use or maintenance of the product or (if there are none) good trade practice; the defect arises as a result of us following any drawing, design or specification supplied by the 14.3.3

er; you alter or repair the product without our written consent; or the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working 14.3.4 14.3.5

- Except as provided in this clause 14, we shall have no liability to you in respect of a faulty product. These terms shall apply to any repaired or replacement products supplied by us under clause 14.4 14.5
- PRICE AND PAYMENT

Where to find the price for the product. The price of the product (which includes VAT) will be the 15.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price as told to you over the telephone or in-branch or set out in our quotation or brochure or on our website. You will have to pay for the price of the product as well as any applicable VAT. We use our best efforts to ensure that the price of the product do you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the product you order.
15.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
15.3 What happens if we got the price We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount.

If the product's correct price at your order date is higher than the price stated to you, we will contact you for you instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you. 15.4 When you must pay and how you must pay and how you must pay and how you

When you must pay and how you must pay. We accept payment with most major credit and debi cards as well as cash. Cheques are only accepted to pay credit account balances. When you must pay depends on what product you are buying and if you have a credit account with us. You must pay for the products before we dispatch them if you do not have a credit account. If you are a business customer we may charge a surcharge for processing any payments received from you. If you are a consumer then any surcharge or similar we charg payment is made and be subject to any rules or laws. 15.5 Your right of set off if your rules or laws. will be in accord dance with the relevant laws and regulations. Any surcharges will be at the rate stated before

payment is made and be subject to any rules or laws. 15.5 Your right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). This does not apply if you are a consumer cust 15.6 Our right to set off. If we owe you any amount under these terms then we may set that amount Our right to set off. If we owe you any amount under these terms then we may set that amount off against any amounts you owe to us under these terms. 15.7 We can charge interset if use

We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount either at the rate of 9% a year above the base lending rate of National Westminster Bank plc from time to time if you are a consumer, or at the rate of 6% a year above the base lending rate of National Westminster Bank plc from time to time if you are a business customer. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount,

whether before or after judgment. You must be us that we do not be obtained in the order to be a set of the se promptly at the relevant branch to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date. 15.9 Monies on account. Prior to accepting any order for products from you, we might ask you for monies on account. If we do, our acceptance of any order from you will be subject to you having paid all monies on account. If so, once the relevant product(s) have been dispatched we will deduct the value of the relevant product(s) from the monies on account that you provided. If the value of the relevant products is in excess of the monies on account you shall be and remain liable for the difference on payment terms as noted by us in the relevant invoice. Provided there are no outstanding monies owed by you to us and you there are no outstanding product orders then you may request that we return the balance of your monies on account to you. If so, we shall endeavour to return the balance of your monies on account to you fay.

you. The balance of your monies on account within thirty (30) days of receiving a request from you. The balance of your monies on account shall be at our sole judgement. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER 16.1 We are responsible to your for foreseeable loss and damage 16.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damag that is not fores that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose

to you and any sample or model seen or examined by you; of satisfactory quality; if tor any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987. 16.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. 16.4 We are not liable for business losses. If you are a consumer we only supply the products to you for

domestic and private use. If you use the products for any commercial, business or nothing in these terms shall limit or exclude our liability for re-sale purpose our liability to you will be limited as set out in clause 17. 17 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

Nothing in these terms shall limit or exclude our liability for: death or personal injury caused by our negligence, or the negligence of our employees, agents or

ctors (as applicable); fraud or fraudulent misre

17.1.2 17.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of and Services Act 1982; or

 Goods and Services Act 1982; or

 171.4
 defective products under the Consumer Protection Act 1987; or

 171.5
 any matter in respect of which it would be unlawful for us to exclude or restrict liability

 17.1
 any matter in respect of which it would be unlawful for us to exclude or restrict liability

 17.2
 Except to the extent expressly stated in clause 14.1 all terms implied by sections 13 to 15 of the

 Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

 17.3
 Subject to clause 17.1;

 17.3.1
 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any less of profit loss of uses for any less for any less of uses for any less of profit loss of uses for any less for any l

17.3.1 We shall not be labeled by OU, whether in Contact, for (including negligence), breach or startion y dug, or otherwise, for any loss of profit, loss of use, loss of enjoyment, loss of business opportunity or any indirect or consequential loss arising under or in connection with any contract between us; and 17.3.2 our total labellity to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of £(10,000) and [twenty five) percent (25%) of the total sums paid by you for the relevant order.
18
How WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will use the personal information you provide to us:

18.1 How we will use your personal information. We will use the personal information you provide to us:
18.1 to supply the products to you
18.2 to process your payment for the products; and
18.1 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
18.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the products, we may pass your personal information to credit reference agencies and they may keep a proceed for au corect the tabut they do record of any search that they do. 18.3 We will only

We will only give your personal information to other third parties where the law either requires or We allows us to do so. 18.4

For information on how we may use your personal information please refer to our Group Privacy Policy which can be found on our website here: www.independentbm.com/privacy-policy 19 OTHER IMPORTANT TERMS

 19
 OTHER IMPORTANT TERMS

 19.1
 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are a consumer and are unhappy with the transfer, you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

 19.2
 You need our consent to transfer your rights to someone else (second that you are a transfer).

901 about t and we will refund you any payments you have made in advance or products not provided.
19.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing, but we must not be unreasonable when deciding whether to agree to such transfer. However, if you are a consumer you may transfer our guarantee at clause 8.4 to a person who has acquired the product or, where the product services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by prior documentary evidence of such

Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 19.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms. 19.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs

19.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
19.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date. date. 19.6

Which laws apply to this contract and where you may bring legal proceedings if you are a

19.6 Which laws apply to this contract and where you may bring legal proceedings in you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Socthard you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
19.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim exclusive jurisdiction to settle any such dispute or cla

PART 5 - All Applicants

Trading Branch

BEXHILL	EASTBOURNE	HAIL
Unit 3a, Beeching Road, TN39 3LG	Units 2 & 3, Hammonds Drive, BN23 6PW	Unit 4, Apex En
LEWES	POLEGATE	RYE

Southdowns Business Park BN7 2FB Chaucer Business Park BN26.6 IF

Sussex Plumbing Supplies is part of Independent Builders Merchant Group (IBMG) www.independentbm.com

Marketing Preferences

We would love to send you promotional emails about our special offers, new products & trade events. Would you like to receive promotional emails from us? YES NO

We would also like to make you aware of these special offers and promotional events by SMS. Would you like to hear from us by SMS? YES NO

Credit References & Your Privacy

As part of your application we use credit reference agencies and other selected businesses to assist us. You can see our Privacy Policy on our website: www.sussexplumbingsupplies.co.uk/privacy-policy

PART 6 - All Applicants

IMPORTANT - Please enclose copies of the following documents with your completed form:

All Applicants - either a Driving Licence or Passport

Sole Traders - must also provide a Utility Bill in the name of the person signing the application

Customer Declaration

In applying for account facilities with Sussex Plumbing Supplies Limited, I declare that the information given above is accurate. I have read the Terms & Conditions and acknowledge the right to termination without notice upon breach of any Terms & Conditions and all amounts outstanding will become due for immediate payment.

Each signatory, as an authorised representative of the applicant entity, acknowledges and accepts IBMG's terms and conditions of sale, and/or the terms and conditions of sale of any subsidiary or holding company (both as defined in section 1159 of the Companies Act 2006) of IBMG (together 'the Group') (where applicable)

Each signatory further agrees, in consideration of IBMG and/or any member of the Group granting a trade credit facility to the applicant entity, jointly and severally, to personally guarantee performance of all the applicant's entity's financial obligations to IBMG and/or any member of the Group (as the case may be) including any financial obligations arising from any increase in credit limit granted by IBMG or any member of the Group from time to time.

Please read the Terms & Conditions on the next pages

agree to the Terms & Conditions

Signed: (by director/sole trader/partner)

f o www.sussexplumbingsupplies.co.uk

Date:

SPS

STAFE NAME

BRANCH

LSHAM HASTINGS **HEATHFIELD** nterprise Park BN27 3WA Havland Ind. Park. St Leonards. TN38 9NN Unit 5. Browning Road. TN21 8DB

UCKFIELD WORTHING Unit G20, Atlas Business Park, TN317TE Unit 4, Yeowart Business Centre, TN22 1QL Downsbrook Trading Estate, BN14 8NQ

PLEASE NOTE, YOU MUST AGREE TO OUR TERMS & CONDITIONS TO PROGRESS YOUR APPLICATION

Print Name:

Position

Thank you for completing your application

Once your application has been processed (approx. 3 working days), we'll provide you with written confirmation of your credit limit and your account number. This will confirm that your account has been activated and you're ready to start trading with us. We look forward to seeing you in branch!



Credit Account APPLICATION FORM



Visit sussexplumbingsupplies.co.uk for latest offers, news and more!

Head & Registered Office: Unit 2 Mill End Road, High Wycombe, Buckinghamshire, England, HP12 4AX

Sussex Plumbing Supplies Limited Registered in England No. 4023736







CREDIT ACCOUNT APPLICATION FORM

Thank you for choosing to open a Sussex Plumbing Supplies credit account. Whether it's our knowledgeable staff, great range of products, or authenticity and reliability, you're in good hands at SPS.

Please complete <u>ALL</u> applicable sections in **BLOCK CAPITALS**

Fields marked with * are mandatory and don't forget to provide the supporting documents mentioned in Part 6

PART 1 - All Applicants

"Have you previously had an account with SPS or any other IBMG business? YES NO (Please see latest list on <u>www.independentbm.com</u>)				
Name of previous account:	Account Number:			
Reason for new account application:				
Business/Organisation Type (please tick one):	Sole Trader Limited Company/LLP	School/Local Authority Charity		
[•] Company/Trading Name:				
*Company/Trading Address:				
'Postcode:				
Phone Number:	*Mobile:			
'Email Address:				
Website:				
Years in Business:		ed):		
Nature of Business:				

PART 2 - Companies Only

^{*}Company Registration Number: ^{*}Registered Office Address:

^{*}Year of Incorporation:

PART 3 - Sole Traders Only - Personal Information

'Full Name:	
'Home Address:	
'Phone Number:	Date of Birth:

PART 4 - All Applicants

Buying			
'Name:			
Phone Number: Mobile Number:			
'Email Address:			
Accounts			
'Name:			
Phone Number:			
'Email Address for Invoices/Statements:			
Invoices and statements are sent out by email. Please indicate here if you cannot receive email and require paper copies.			
'Are order numbers essential? YES NO			
Credit limit required: £			
'Please provide details on why this credit limit has been requested:			
'Have any of the principals (directors/partners/trustees or proprietor) been involved in a Liquidation/ YES NO Bankruptcy/IVA/CVA/Receivership or had any CCJ's registered against them?			
If yes, please give brief details:			

Banking Details

Account Type (please tick one):	Personal	Business	
Bank Name:			Account Number:
Name on Account:			'Sort Code:

Please turn over to complete and sign your application \bigcirc

TERMS AND CONDITIONS OF SALE - Sussex Plumbing Supplies Limited

 1
 WHAT THESE TERMS COVER
 71.2
 not remove, deface or obscure any identifying mark or packaging on or relating to the goods;

 1.1
 These are the terms and conditions on which we supply products to you.
 71.2
 not remove, deface or obscure any identifying mark or packaging on or relating to the goods;

 1.2
 Why you should read them. Please read these terms carefully before you submit your order to us.
 71.1.3
 maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

 1.3
 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer if:
 You are an individual.
 You are an individual.
 You are a business or consultions or consumer if:
 You are a business or consultions from the whole constitute the provide products from the busine products from the whole constitute the provide products from the provide products from the provide products from the constitute the provide products from the

 11
 These are the terms and conditions on which we supply products to you.

 12
 Image: The terms and conditions on which we supply products to you.

 13
 Are you a business customer or a consumer? In some areas you with we different right we may change or and the products are may require from the to the.

 13
 Are you a business customer or a consumer? In some areas you with we different right we

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Cut and keep your copy of these Terms & Conditions