

TRADING ACCOUNT APPLICATION



PRIOR TO DEALING THIS MUST BE COMPLETED AND SATISFACTORY BANK AND TRADE REFERENCES RECEIVED (UNLESS OTHERWISE AGREED BY HALSTONE MOBILE PHONES).

1. CUSTOMER DETAILS

Company Registered Title _____ Registered No. _____
 Trading Name (if different from above) _____ VAT No. _____
 Registered Office Address _____ Trading Address (if different) _____

 _____ Post Code _____ Post Code _____
 Telephone: _____ Telephone: _____
 Fax: _____ Fax: _____
 Number of Employees _____ Date Established ____/____/____
 Legal Status Statutory Body Public Limited Company Private Limited Company
 Partnership Trust Sole Trader

Names and addresses of Directors, Partners or Proprietors (Must be completed for all Companies)

Name _____	Name _____	Name _____
Address _____	Address _____	Address _____
_____ Post Code _____	_____ Post Code _____	_____ Post Code _____
Telephone _____	Telephone _____	Telephone _____

2. TRADE REFERENCES

To whom you have traded for not less than one year and appropriate to the cheque purchase figure requested.

Name _____	Name _____
Address _____	Address _____
_____	_____
_____	_____
Te. No. _____	Tel No. _____

3. BANKERS

Name _____	Address _____
_____	Post Code _____
Telephone No. _____	Fax No. _____
Account No. _____	Sort Code _____
Credit Card _____	Card No _____
Card Holder _____	Expiry Date _____

*If more than one cardholder, please attach a list of authorised card holder on official letterheaded paper

4. FINANCIAL SITUATION (A copy of your latest audited accounts is required if a CP limit in excess of £10,000 is requested)

5. DECLARATION Total value of 30 Day Purchase Limit Request £

6. MUST BE COMPLETED BY THE MANAGING DIRECTOR OR PROPRIETOR OF ALL COMPANIES.

YOU ARE NOT REQUIRED TO COMPLETE THIS SECTION IF YOUR ORGANISATION HAS HELD A 'LIMITED' STATUS FOR MORE THAN 3 YEARS.

RE: (Company Name)

In consideration of you granting credit facilities and/or accept payment by cheque to the above mentioned Customer, I

(Name)

Of (Private Address)

Hereby guarantee that the above mentioned customer will discharge all liabilities due at any time to Halstone Finance Limited. In the event of the above mentioned customer failing to discharge their obligations to you by the due date, I hereby undertake to pay on demand the amount due to you.

This Guarantee shall continue until twenty eight days notice in writing is given to terminate it, and such termination shall be subject to payment to you, if all sums due to you at the expiration of the said twenty eight days period.

Signed Name

Witnessed by Signature of Witness

Address of Witness

Occupation

PLEASE SIGN AND DATE REVERSE OF FORM

TERMS AND CONDITIONS OF TRADE

1. Contract Terms

1.1 Unless other terms and conditions are expressly accepted by Halstone Finance Ltd ("Halstone") by means of a specific written amendment signed by a director of Halstone the contract (and, unless otherwise agreed, all other contracts with Halstone or any associated company of Halstone) will be on the terms and conditions set out below and overleaf ("the Contract Terms") to the exclusion of any other terms and conditions (except those implied in favour of a seller which are not inconsistent with the Contract Terms) whether or not the same are endorsed upon, delivered with or referred to in any purchase order or other document delivered or sent by the Customer to Halstone. Any reference overleaf to the Customer's order specification or like document will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such order, specification or like document will have effect to the exclusion or amendment of the Contract Terms.

1.2 In these Contract Terms:-

"associated company" means any company which is either the parent undertaking or a subsidiary undertaking of the party in question or a subsidiary undertaking of such party's parent undertaking or any other person controlled by or under the same control direct or indirect as the party in question. "Parent undertaking" and "subsidiary undertaking" shall have the meanings attributed thereto in Section 21 of the Companies Act 1989 "business day" means a day on which banks in London are open for a full range of banking transactions "dead on arrival" means equipment which on delivery is completely incapable of operation because of a defect in that equipment.

1.3 Amendments to these Contract Terms may be made by Halstone from time to time by notification to the Customer and any such amendment shall become operative 7 days after the date of notification by Halstone.

2. Delivery

2.1 Halstone will endeavour to deliver the goods to be supplied under the contract within the time agreed, and if no time is agreed, within a reasonable time, but in no circumstances will Halstone be liable for loss or damage of any kind whatsoever caused directly or indirectly by any delay in the delivery of the Goods nor unless such delay exceeds 7 days will any delay entitle the Customer to terminate or rescind the contract.

2.2 Halstone may make delivery of the Goods by instalments.

2.3 Halstone will arrange carriage of the Goods to the address specified in the Customer's order unless the Customer indicates on its order that the Customer will collect the Goods. Where Halstone arranges carriage a delivery charge in accordance with Halstone's tariff (as published from time to time and a copy of which will be available at Halstone's principal place of business), or as otherwise agreed, will be added to and form part of the price of the Goods.

2.4 The Goods shall be deemed to be delivered to the Customer upon

2.4.1 hand-over of the Goods to the Customer at Halstone's premises, where Halstone does not arrange carriage; or

2.4.2 delivery to the address specified in the Customer's order where Halstone does arrange carriage.

2.5 Short shipment of the Goods (i.e. a shortfall in the Goods delivered) and/or (where Halstone is arranging carriage) any damage in transit to the Goods must be notified on the carriers own proof of delivery report and notified in writing to Halstone by 5.00pm on the next business day following collection by the Customer at Halstone's premises or delivery at the Customer's address referred to in clause 2.3. In the absence of such notice the Customer will be deemed to have accepted the Goods and will not be entitled to claim for short shipment or damage in transit.

2.6 In the event of failure by the Customer to give the appropriate notice or notices or to return the Goods as specified in this Clause 2, the Customer's claim will be deemed to have been waived and will be absolutely barred.

2.7 Without prejudice to Clauses 2.5 and 2.6, Halstone's total liability to the Customer in respect of short-shipment and/or Goods damaged in transit shall be as follows:-

2.7.1 It is the Customer's responsibility to check all packages for evidence of tampering and/or damage before signing to accept delivery of the Goods. If the Customer signs to accept delivery of the Goods, the Customer's claim in respect of any short shipment or damage to the Goods in transit will be deemed to have been waived and will be absolutely barred.

2.7.2 Where the Customer reasonably refuses to sign for delivery of any Goods because of evidence of tampering and/or damage to the Goods in transit then subject to the Customer's compliance with the notice requirements of clause 2.5, Halstone will at its discretion (a) repair or replace those Goods so lost and/or damaged within a reasonable time or (b) substitute (in accordance with Clause 8.2) substantially equivalent goods or (c) credit the Customer's trading account in respect of any such Goods but in no circumstances will Halstone be liable for any other loss or damage of any kind whatsoever caused directly or indirectly by any such short-shipment and/or damage in transit.

2.8 Goods which are "dead on arrival" must be returned to Halstone within 7 working days of delivery in which case Halstone will in its discretion (a) repair or replace those Goods within a reasonable time or (b) substitute (in accordance with Clause 8.2) substantially equivalent goods or (c) credit the Customer's trading account in respect of those Goods. In the absence of such return the Customer will be deemed to have accepted the Goods.

2.9 Any Goods which the Customer is entitled to return to Halstone under these Contract Terms must be sent (together with all their accessories and their packaging) carriage paid at the Customer's risk to arrive at Halstone's premises unmarked (which includes, without limitation, without any damage to packaging) and be accompanied by an Equipment Returns Form authorised in advance by Halstone.

3. Guarantee and exclusion clauses

3.1 The Customer acknowledges that Halstone is not the manufacturer of the Goods and accordingly, that the warranty given by Halstone is limited as follows. If any Goods are proved to the reasonable satisfaction of Halstone to be defective in material or workmanship then:

3.1.1 if the Goods are returned to Halstone within 12 months of the date of their delivery, then Halstone will at its option (a) repair the Goods; (b) replace the Goods; (c) substitute substantially equivalent goods (in accordance with Clause 8.2) or (d) credit the Customer's trading account in respect of any such Goods.

If the Goods are not returned in accordance with Clause 3.1.1, Halstone will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to Halstone in respect of the Goods and where such warranty or guarantee applies this may result in Halstone (a) attempting to repair the Goods and/or (b) returning them to the manufacturer for repair. These obligations on the part of Halstone will not apply where (a) the Goods have been altered in any way whatsoever or have been subjected to misuse or unauthorised repair; or (b) the Goods have been improperly installed or connected (unless Halstone carried out such installation and connection); or (c) the Customer has failed to observe any maintenance requirements relating to the Goods; or (d) the Customer is in breach of this or any other contract made with Halstone; or (e) the Customer fails to comply with Clause 2.9; or (f) the Goods are expressly sold on a "no warranty" basis or in respect of any promotional items supplied from time to time with or in connection with the Goods. In no circumstances shall the Customer be entitled to be provided with any loan equipment.

3.2 Halstone's liability for loss or damage of any kind whatsoever (however such liability arises and whether in contract, tort, for breach of statutory duty or otherwise) under or in connection with:-

a) this contract and/or

b) in respect of any representation or misrepresentation (other than a fraudulent misrepresentation) made by or on behalf of Halstone shall in no circumstances exceed the sum paid by the Customer to Halstone in respect of those Goods in respect or in connection with which such liability arises (which in the case of Goods supplied as part

of a consignment) provided that nothing in this clause shall limit or exclude liability for death or personal injury arising from Halstone's negligence.

3.3 SAVE AS PROVIDED IN CLAUSES 2.7, 2.8, 3.1 AND 3.2 Halstone WILL BE UNDER NO LIABILITY UNDER THE CONTRACT FOR ANY PERSONAL INJURY, DEATH, LOSS OR DAMAGE OF ANY KIND WHATSOEVER (OTHER THAN DEATH OR PERSONAL INJURY RESULTING FROM Halstone's NEGLIGENCE) WHETHER CONSEQUENTIAL OR OTHERWISE INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS AND Halstone HEREBY EXCLUDES ALL CONDITIONS, WARRANTIES AND STIPULATIONS EXPRESS OR IMPLIED, STATUTORY, CUSTOMARY OR OTHERWISE WHICH BUT FOR SUCH EXCLUSION WOULD OR MIGHT SUBSIST IN FAVOUR OF THE CUSTOMER EXCEPT THAT SUCH EXCLUSION WILL NOT APPLY TO:-

3.3.1 ANY IMPLIED CONDITION THAT Halstone HAS OR WILL HAVE THE RIGHT TO SELL THE GOODS WHEN THE PROPERTY IS TO PASS; OR

3.3.2 WHEN THE CUSTOMER DEALS AS A CONSUMER (AS DEFINED IN SECTION 12 OF THE UNFAIR CONTRACT TERMS ACT 1977), ANY IMPLIED TERM RELATING TO THE CONFORMITY OF THE GOODS WITH THEIR DESCRIPTION OR SAMPLE OR AS TO THEIR QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.4 SAVE AS PROVIDED IN CLAUSES 2.7, 2.8, 3.1 AND 3.2, IN NO CIRCUMSTANCES WILL Halstone OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND WHATSOEVER (OTHER THAN DEATH OR PERSONAL INJURY RESULTING FROM Halstone's NEGLIGENCE) WHETHER CONSEQUENTIAL OR OTHERWISE CAUSED DIRECTLY OR INDIRECTLY BY ANY NEGLIGENCE OR OTHER TORTIOUS ACT OR BREACH OF STATUTORY DUTY ON THE PART OF Halstone OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS IN CONNECTION WITH OR ARISING OUT OF THE SUPPLY OF THE GOODS OR IN CONNECTION WITH ANY STATEMENT (OTHER THAN A FRAUDULENT MISREPRESENTATION) GIVEN OR MADE (OR ADVICE NOT GIVEN OR MADE) BY OR ON BEHALF OF Halstone.

4. Risk

Subject to Clause 2.7 but notwithstanding any other Contract Term, risk in the Goods shall pass to the Customer when the Goods are delivered to or collected by the Customer in accordance with Clause 2.

5. Property in the Goods

5.1 The property (both legal and equitable) in the Goods shall not pass to the Customer until the purchase price of the Goods has been paid in full in cleared funds: and payment is made in full to Halstone of any sum which is at the date of the contract or may thereafter become due or owing from the Customer to Halstone.

5.2 Until property in the Goods has passed to the Customer or until delivery of the Goods to a third party pursuant to the permission given below, the Customer will hold the Goods in a fiduciary capacity and will not obliterate any identifying mark on the Goods or their packaging.

5.3 Prior to the property in the Goods passing to the Customer Halstone permits the Customer to deliver the Goods to a third party pursuant to a bona fide and arms-length agreement to re-sell the Goods but such liberty will (a) cease upon the termination of the contract and (b) be without prejudice to Clause 5.1.

5.4 Where Halstone is unable to determine whether any goods are the Goods the Customer shall be deemed to have sold all Goods of the kind sold by Halstone to the Customer in the order in which they were invoiced to the Customer.

5.5 Halstone may at any time after payment for the Goods has become due take possession of the Goods (which for the avoidance of doubt will include the right to stop the Goods in transit) and remove them and the Customer shall be deemed to have granted irrevocable authority to Halstone to enter upon the Customer's premises or other premises where the Goods may be by its employees or agents to take possession of the Goods and to dismantle the Goods from any thing to which they are attached.

5.5.1 If prior to the expiry of 7 days from the date when Halstone has taken possession of the Goods the Customer pays all sums then due or owing to Halstone together with the costs of re-taking possession of the Goods. Halstone will re-deliver the Goods to the Customer at the Customer's expense. If within the 7 day period the Customer fails to pay all sums then due or owing to Halstone, Halstone may re-sell the Goods and shall pay the Customer the balance of any sums received upon the re-sale of the Goods after deducting all sums due or owing from the Customer to Halstone and the costs of taking possession of and re-selling the Goods save that if the sums so received by Halstone do not exceed all sums due or owing from the Customer to Halstone and the costs of taking possession of and re-selling the Goods the Customer will pay to Halstone any shortfall.

5.6 Halstone will have the right to maintain an action against the Customer for the price of the Goods notwithstanding that property in the Goods has not passed.

5.7 Nothing in the contract will constitute the Customer the agent of Halstone in respect of any re-sale of the Goods by the Customer so as to confer upon a third party rights against Halstone.

6. Price and Payment

6.1 Unless expressly stated otherwise all prices are exclusive of V.A.T. which shall be charged at the rate and in the manner prescribed by law from time to time.

6.2 Subject to the receipt by Halstone of bank details and two trade references acceptable to Halstone (in its absolute discretion), a cheque purchase limit ("CP Limit") will be allocated to the Customer, and provided that the indebtedness of the Customer to Halstone remains within the CP limit, payment by cheque will be permitted.

6.2.1 Where no CP Limit has been agreed by Halstone or if the CP Limit has been removed, or if the price of the Goods exceeds the CP Limit, then the Goods will not be released to the Customer, whether by Halstone or by the carrier referred to in Clause 2.3 until Halstone receives cleared funds for the amount payable on the delivery of the Goods.

6.2.2 Where a CP Limit has been agreed Halstone in its absolute discretion set alter and/or remove the CP Limit.

6.2.3 Where a credit account has been agreed in writing by Halstone:

a credit limit will be allocated to the Customer, and Halstone may in its absolute discretion set alter and/or remove the credit limit.

6.2.2 If the price of the Goods does not exceed the Customer's credit limit the price of the Goods will become payable within 30 days and payment will be made promptly as specified by Halstone.

6.3 Any failure to make payment when due (including, without limitation, where any cheque provided by a customer by way of payment is dishonoured or is cancelled) will incur an immediate administration charge of £20 plus VAT.

6.4 The Customer, by agreeing to be bound by these Contract Terms, hereby irrevocably agrees that Halstone may collect any outstanding sums due at any time to Halstone from the Customer's credit card or any other credit card details of which shall have been supplied by the Customer to Halstone or any associated company of Halstone on the Customer's trading account application or otherwise from time to time.

6.5 Halstone reserves the right at its absolute discretion to levy a surcharge for all credit card transactions in accordance with Halstone's tariff applicable from time to time, a copy of which will be available at Halstone's principal place of business.

6.6 Interest at an annual rate of 5% above Nat West Bank plc Base Rate from time to time will accrue daily and be calculated on a daily basis on overdue accounts from the due date until payment.

6.7 Where the Customer makes default under the contract or any other contract with Halstone in payment on the due date of any sum due to Halstone, Halstone without liability may postpone any delivery or may cancel the contract or any other contract between Halstone and the Customer but without prejudice to any right or remedy which Halstone may have against the Customer in respect of such default.

6.8 Halstone will be entitled to payment for all instalments of Goods delivered to the Customer.

6.9 Without prejudice to any other rights and remedies which Halstone may possess, Halstone will be entitled to deduct from or set off against any debts or other sums whatsoever owed by Halstone to the Customer, any debts or other sums whatsoever owed by the Customer (and/or any associated company of the Customer) to Halstone and without prejudice to the foregoing, such deduction or set off shall be allowable

- across any other contracts between Halstone and the Customer (or any associated company of the Customer) and shall continue to operate despite any receivership of fixed or floating charge. Without prejudice to the foregoing, the Customer will not dispose in any way (whether by assignment, charge, declaration of trust or in any other manner without limitation) of all or any part of its interest in any debts or other sums whatsoever owned by Halstone without the prior written approval of Halstone or such associated company and any purported disposal without such consent shall be void.
- 6.9.1 For the avoidance of doubt, set off under clause 6.9 is permissible on any debts or other sums whatsoever owed by the Customer to Halstone whether or not the debts or other sums are due and payable at the time of set off and/or whether the debts or other sums are contingent or certain, and/or liquidated or unliquidated at the time of the set off.
- 6.10 The Customer shall repay to Halstone forthwith on demand all expenses costs or charges incurred by Halstone in enforcing any of the provisions of this Agreement (including without limitation any legal and/or debt collection costs).
- 6.11 The price charged by Halstone for Goods may include a discount reflecting commission, bonus or subsidy which will be payable by the network operator (or other supplier) of the Goods to Halstone in respect of sales of the goods concerned if certain requirements are satisfied. Alternatively Halstone may agree from time to time that commissions, bonuses or subsidies are payable to the Customer (in cash, by set off against any amount owed by the Customer to Halstone, or otherwise) in respect of sales by the Customer of Goods to third parties. Such commissions, bonuses or subsidies will generally reflect commissions, bonuses or subsidies payable by the network operator (or other supplier) of the Goods to Halstone in respect of sales of the Goods concerned.
- 6.12 Halstone reserves the right, at any time in the future, to (a) invoice the Customer for all or part of the amount of any discount given to the Customer; or (b) reclaim in full or in part the commission, bonus or subsidy paid or credited by Halstone to the Customer in respect of Goods sold by Halstone to the Customer in circumstances where the network operator (or other supplier) of the Goods is entitled to reclaim (either by set off or otherwise) from Halstone, bonus or subsidy in respect of such goods.
- 6.13 Any amount invoiced in respect of a discount, or commission, bonus or subsidy reclaimed, by Halstone pursuant to clause 6.12 may, at the option of Halstone, be set off against any commission, bonus, subsidy or other amount due from Halstone to the Customer.
- 7 Cancellation**
- 7.1 If the Customer cancels, extends or delays or purports to cancel, extend or delay the contract or part thereof, or fails to take delivery of any Goods at the time agreed or if no time is agreed within a reasonable time, then the Customer will be liable (without prejudice to any other rights or Halstone to claim damages) to indemnify and keep indemnified Halstone against any resulting loss, damage or expense incurred by Halstone.
- 7.2 If Halstone is unable to procure any services or goods necessary to enable it to supply the Goods or if the supply of the Goods is prevented or hindered by reason of any cause beyond Halstone's reasonable control which for the avoidance of doubt and without prejudice to the generality of the foregoing shall include governmental action, war, riot, civil commotion, fire, flood, epidemic, labour disputes including labour disputes involving the work force or any part thereof of Halstone, restraints or delays affecting shipping or carriers, currency restrictions and Act of God, Halstone may cancel or suspend performance of the contract by notice in writing to the Customer so far as it related to Goods and/or Works not supplied or work not then done and such cancellation or suspension shall not give rise to any claims by the Customer provided that the Customer shall remain liable to pay for Goods delivered prior to the date of such cancellation or suspension.
- 8 Specification**
- 8.1 No variation in the specification or design of any Goods which in the reasonable opinion of Halstone does not affect the suitability of the Goods for the purpose for which they are supplied by Halstone will constitute a breach of contract or impose upon Halstone any liability whatsoever provided that Halstone reserves the right to supply the goods with any software levels unless the software levels have been specifically agreed prior to or on receipt of the Customers order.
- 8.2 Without prejudice to clause 8.1, Halstone shall be entitled to substitute for the Goods any other goods, which Halstone, in its reasonable opinion, considers to be of equal or better value.
- 9 Termination**
- 9.1 The contract will terminate immediately upon the happening of any one or more of the following, namely, that the Customer has had a bankruptcy order made against him or has made an arrangement or composition with his creditors or otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors or (being a body corporate) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation approved by Halstone in advanced or has a receiver manager administrator or administrative receiver appointed of its undertaking or any part thereof or a resolution has been passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer or any proceedings have been commenced relating to the insolvency or possible insolvency of the Customer
- 9.2 The contract will terminate immediately upon service of written notice of termination by Halstone on the Customer on the happening of any one or more of the following, namely, that the Customer has suffered or allowed any execution whether legal or equitable to be levied on his/its property or obtained against him/it or has failed to observe or perform any of its obligations or duties under the contract or any other contract between Halstone and the Customer or is unable to pay his/its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer has ceased to trade.
- 9.3 Halstone's rights contained in the clause headed "Property in the Goods" (but not the Customer's rights) shall continue beyond the discharge of the parties' primary obligations under the contract consequent upon its termination.
- 9.4 The termination of the contract howsoever arising will be without prejudice to the rights and duties of either party accrued prior to termination.
- 10 General**
- 10.1 Halstone will be entitled to assign sub-contract or sub let the contract or any part thereof
- 10.2 Failure by Halstone to enforce any of the Contract Terms will not be construed as a waiver of any of its rights hereunder
- 10.3 In relation to all obligations of the Customer under the contract, the time of performance is of the essence
- 10.4 The illegality, invalidity or unenforceability of the remainder. If any such Clause, or part is found by any competent court or authority to be illegal, invalid or unenforceable the parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.
- 10.5 Each of the parties hereto is an independent contractor and nothing contained in these Contract Terms shall be construed to imply that there is any relationship between the parties of partnership or of principal/agent or of employer/employee
- 10.6 The legal construction of these clauses shall not be affected by their headings which are for convenience of reference only
- 10.6.1 Any demand, notice or communication shall be deemed to have been duly served if (a) delivered by hand, when left at the proper address for service (b) given or made by prepaid first class post 48 hours after being posted (excluding Saturdays, Sundays and public holidays) or (c) given or made by fax at the time of transmission subject to receipt of the appropriate 'clear' transmission by fax, such delivery or transmission

occurs either after 4.00pm on a Business Day (as defined in clause 1.2) or on a day other than a Business Day service shall be deemed to occur at 10.00 a.m. on the next following Business Day (such times being local time at the address of the recipient). Any demand, notice or communication shall be made in writing or by fax addressed to the recipient at its registered office or its address stated in the Agreement (or such other address or fax number as may be notified in writing from time to time).

11 Credit Reference and Fraud Prevention Agencies

- 11.1 We will make searches about you at credit reference agencies who will supply us with credit information as well as information from the electoral register. The agencies will record details of the search whether or not this application proceeds. Credit searches and other information, which is provided to us and/or credit reference agencies, about you and those with whom you are linked financially, may be used by Halstone and other companies if credit decisions are made about you. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.
- 11.2 By stating a financial association with another party, you are also declaring that you are entitled to (a) disclose information about your joint applicant and/or anyone else referred to by you and therefore (b) authorise us to search, link and/or record information at credit reference agencies about you and/or anyone else referred to by you.
- 11.3 We may make periodic searches of Group records, credit reference and fraud prevention agencies to manage your account with us, to take decisions regarding credit, including whether to make credit available or to continue or extend existing credit. (The searches will not be seen or used by lenders to assess your ability to obtain credit.)

12 English Law

The formation, interpretation and operation of the contract will be subject to English Law and the Customer submits itself to the non-executive jurisdiction of the English Courts.

13 Third party Fees Applicable

If the Customer fails to make any payment due to the Company under this agreement by the due date for payment (in accordance with our payment terms of 30 days from date of invoice), then the Customer shall pay interest on the overdue amount in accordance with the Late Payments of Commercial Debts Act 1998 (as amended). Such 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. The Customer shall pay the interest together with the overdue amount. The Supplier reserves the right to refer any overdue amount to a third party agency or firm for collection and to add all and any costs associated with such referral to the overdue amount. This clause shall not apply to payments that the Customer disputes in good faith.

14 Retention of Title - All monies clause

The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

Declaration of Consent

It is important that you read and understand the section entitled 'Credit Reference and Fraud Prevention Agencies' in these terms and conditions. By signing this application, you agree that we can use your information in this way and agree to be bound by Halstone's terms and conditions, which are endorsed above, for business between us.

I/We hereby acknowledge receipt of a copy of your standard terms and conditions of sale which I/We have read and which I/We accept shall apply to every sale contract entered into between us. In particular, I/We have noted and accept all the conditions relating to the granting of credit, terms of payment and retention of title and property in all goods supplied until all monies outstanding under any sale contract have been received by us by way of cleared funds.

Name (Please Print): Director / Proprietor / Partner

Authorised Signature:

Date of application:/...../.....