



Irish Merchants

Food Service, Beverages & Retail Solutions

Malahide Road Ind. Park, Malahide Road, Dublin 17. Tel: 01-8164800, Fax: 01-8164900, Accounts Fax: 01-8474779

APPLICATION FOR CREDIT ACCOUNT

Please tick as appropriate: (1) Limited Company (2) Other

| | | | |
|---------------------------|------|----------------------|-----------|
| Name | | Phone No. | |
| Trading as | | Fax No. | |
| Address: | | Type of Business | |
| | | No. of Years Trading | |
| | | Cr. Limit Request | Euro: |
| Co. Reg. | | Vat No. | |
| Home Address: | | Phone No. | |
| | | A/Cs Payable Email: | |
| | | | |
| | | | |
| Managing Director: | | Address: | Tel. No.: |
| Contact Name: | | | |
| | | | |
| Bank | | Branch | A/C No. |
| | | | |
| CREDIT REFERENCES: | | | |
| | Name | Address | Phone No. |
| (1) | | | |
| (2) | | | |
| (3) | | | |

I agree to abide by your Terms & Conditions.

Our statement should be considered as a final demand for payment.

1. A remittance advice must be sent with each payment, a tear-off slip is provided on our statement for this purpose.
2. Payment must not be withheld for unqueried invoices.

Failure to comply with these terms will result in immediate removal of credit facilities

| | | |
|--|-----------------|-------------|
| | | |
| Signed: _____ | Position: _____ | Date: _____ |
| Name: _____ [block letters] | | |
| PLEASE COMPLETE THE ATTACHED DIRECT DEBIT MANDATE WHICH MUST BE RETURNED WITH THE COMPLETED ACCOUNTS FORM | | |

OFFICE USE ONLY:

| | | |
|---|----------------|------------|
| REPRESENTATIVE: | WAREHOUSE: | AREA CODE: |
| CUSTOMER GROUP: | CASE RATE: | DATE: |
| CR. LIMIT: | INTERNAL NAME: | APPROVED: |
| COMMENTS | | |
| DIRECT DEBIT FORM RECEIVED <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| ACCOUNT NO. | | |

1. Parties:

In these conditions, the Seller means Bunzl Irish Merchants and the Buyer means the person to whom the goods are to be invoiced.

2. Basis of Contract:

These conditions are the only conditions upon which the Seller is prepared to deal with the Buyer and shall govern the contract to the entire exclusion of any other expressed or implied conditions (including in particular any terms and conditions on the Buyer's contract or order form). These conditions embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications.

3. Price:

All prices in respect of goods will be those ruling at the date of the order of the goods. The Seller must be notified in writing of any price discrepancies within 7 days of receipt of invoice.

4. Payment:

Payment in respect of goods invoiced plus related V.A.T. in any one month is due at the registered address of the Seller not later than the 20th day of the following month. If payment is not made in accordance with these terms, or if at any time the credit of the Buyer has in the opinion of the Seller been impaired, the Seller may refuse to deliver any further goods until arrangements as to payment of credit have been established to the reasonable satisfaction of the Seller. Payment will be made by direct debit to the Seller's bank account unless otherwise agreed in advance by the Seller in writing.

5. Interest on Late Payment:

The Seller reserves the right to charge interest to the Buyer on overdue amounts for each day the account remains overdue. The rate of interest will be Euribor plus 2%.

6. Value Added Tax:

Listed prices do not make any provision for Value Added Tax and the amount thereof is additional to the price and is payable by the Buyer to the Seller.

7. Delivery:

The Seller shall not in any circumstances be liable for any failure or delay in delivery and/or consequential loss incurred on goods delivered howsoever caused. The Seller will be entitled to make partial deliveries or deliveries by instalments and these terms and conditions will apply to each partial delivery.

8. Warranty:

All expressed or implied conditions and warranties statements statutory or otherwise to qualify or fitness for any purpose of the contract products are hereby expressly excluded, and the Seller will not be liable in contract, tort or otherwise for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or in connection with the goods sold or any defect in them or from any other cause, whether or not such matter amounts to a fundamental breach of a fundamental term of the contract.

9. Passing of Risk

The risk in the goods shall pass to Buyer when the goods are tendered for delivery at the Buyer's premises. In the event that the goods are collected by the Buyer from the Seller's premises the risk in the goods shall pass to the Buyer when they are loaded onto the vehicles of the Buyer or his carrier or other agent.

10. Notice of non-delivery, shortage or damaged goods:

The Seller must be notified in writing of any shortages in or damaged goods delivered with 7 days of delivery, and no responsibility whatsoever for such shortages or damaged goods will be accepted by the Seller in the event of failure by the Buyer to notify the Seller of same within the said period of 7 days. Goods damaged in transit should not be accepted by the carrier and no credit will be given for or replacement made of goods accepted from a carrier in damaged condition.

11. Passing of title:

Until full payment has been made of all sums outstanding from the Buyer to the Seller (including balances outstanding in respect of prior transactions) –

- a) The property in the goods shall remain with the Seller
- b) The Seller shall have full legal and beneficial ownership in any new product into which the goods are converted or which results from the mixing of the goods with any other goods.
- c) In the event of the appointment of a liquidator or receiver to the Buyer, the Seller shall have the right to repossess the goods and the Buyer hereby grants the Seller an irrevocable licence to enter upon any premises of the Buyer for so doing.

12. Force Majeure

The Seller shall not be liable for any loss of damage incurred by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond the Seller's control, including, but not limited to, any act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions or enhancements of any kind, import or export regulation, strikes, lockouts or trade dispute (whether involving its own employees or those of another person) difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident. Should any such event occur, the Seller, may cancel or suspend delivery without incurring any liability for any loss or damage thereby occasioned.

13. Minimum Order + Freight Charges

The Seller reserves the right to establish minimum order levels. Freight will be charged to the Buyer where order quantities do not meet the Seller's minimum delivery criteria. The Buyer will be informed of the freight charge at the point of order placement.

14. Supplementary Terms:

Supplementary terms may be issued from time to time by the Seller setting out terms and conditions for special print products and/or other special conditions which the Seller shall grant to the Buyer who fulfils all of the Terms and Conditions.

15. Patent Rights:

If the Buyer uses or sells the goods in such a manner as to infringe any patent rights, the Seller shall not be responsible for such infringements and the Buyer agrees to indemnify the Seller from and against all liability arising therefrom.

16. Arbitration Clause:

Arbitration: If any dispute or difference arises between the parties or any of them as to the construction, meaning or effect of these Terms and Conditions or as to any matter or thing arising thereunder, then either party may give to the other notice of such dispute or difference and such dispute or difference shall be and is hereby referred to the arbitration and final decision of such person as the parties may agree to appoint as arbitrator or, failing agreement, such other person as may be nominated by the Chairperson for the time being of the Chartered Institute of Arbitrators, Irish branch at the request of either party, and the award of such arbitrator will be final and binding on the parties. Such a reference will be deemed to be a submission to arbitration within the meaning of the Arbitration Acts, 1954 and 1980 or any Act amending same.

17. Governing Law:

These conditions shall in all respects be governed by and construed in accordance with the laws of the Republic of Ireland. Disputes arising out of such contracts shall be submitted to arbitration under the laws of the Republic of Ireland.

| | | |
|---------------|----------------|-------------|
| Signed: _____ | Company: _____ | Date: _____ |
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