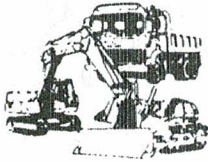


PLANT HIRE



TIPPER SERVICES
WORKSHOPS

JOHN REEVE (PLANT HIRE) LTD.
CUSTOMER ACCOUNT APPLICATION FORM

Business name

Nature of business

Type of business *(please circle)*

Limited company

Limited partnership

Sole trader

Business partnership

VAT registration number *(if applicable)*

Company registration number *(if applicable)*

Amount of time trading

Telephone number

Fax number

Mobile telephone number

Mobile contact name

Workshop telephone number

Workshop contact name

Email address

Email address for invoices *(if different)*

Account contact name

Account contact telephone number/extension

Account contact company position

For limited companies only:

Name of company secretary

Name of managing director

Name(s) of other director(s)

For unlimited companies only:

Name(s) of partner(s)

Registered office address

[Redacted address lines]

Post code

[Redacted post code]

Invoice and statement address *(leave blank if same as registered office address)*

[Redacted address lines]

Post code

[Redacted post code]

Delivery address *(leave blank if same as invoice and statement address)*

[Redacted address lines]

Post code

[Redacted post code]

Please talk to a member of our parts sales team if your business requires multiple delivery addresses.

Are you currently the director or partner of another business?

Yes

No

If yes, please provide details

[Redacted details area]

Have you previously been the director or partner of another business?

Yes

No

Have you previously been the director or partner of another business that has gone into liquidation, bankruptcy, or receivership?

Yes

No

Are there any outstanding court judgements against you?

Yes

No

Signed

[Redacted signature]

Date

[Redacted date]

Printed name

[Redacted printed name]

Company position

Accountant

Finance Director

Please provide the details of three business references

1st business reference

Business name

Nature of business

Address

Post code

Telephone number

Fax number

2nd business reference

Business name

Nature of business

Address

Post code

Telephone number

Fax number

3rd business reference

Business name

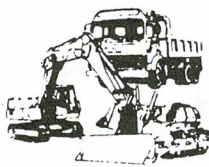
Nature of business

Address

Post code

Telephone number

Fax number



TIPPER SERVICES WORKSHOPS

TERMS AND CONDITIONS

JOHN REEVE (PLANT HIRE) LTD.

1. Definitions

Buyer: the person who buys or agrees to buy the goods from the Seller

Conditions: the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller. The contract is governed in all respect by English law and the customer submits to the jurisdiction of the English Courts.

Goods: the articles which the buyer agrees to buy from the Seller.

Price: the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

Seller: means Stock Sweepers Ltd of Building 13, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0DD.

2. Conditions

- 2.1. These conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4. These Conditions may not be varied except by the written agreement of the Directors of the Sellers.
- 2.5. These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. Price

- 3.1. The Price shall be the price quoted on the Sellers confirmation of order, and will be valid for 30 days from date of confirmation, and receipt of said confirmation being received signed by the Buyer, subject to approval of the Buyer's credit. The Price is exclusive of VAT which shall be due at the rate in force on the date of the seller's invoice.
- 3.2. The Seller reserves the right to alter the Price of Goods subject to any change in specification by the Buyer or to cover any additional expenses incurred as a result of a lack of instruction by the Buyer.
- 3.3. Shipping quotations provided are current and may vary at the date of dispatch, dependant on shipper's costings on the day of dispatch. The Seller reserves the right to execute a handling charge against returned goods where orders have been correctly completed.
- 3.4. **Shipping quotations provided are current only and the actual invoice will be based on prices ruling at the date of despatch.**

4. Payment and Interest

- 4.1. Payment of the Price and VAT shall be due 30 days from the end of the month in which the Sellers invoice is raised. No payment will be deemed to have been received until funds are cleared in the Seller's bank account. All payments should be made in Sterling and free from any deductions, all charges being for the Buyer's account. Vehicles sales are not applied to or form part of customer trading accounts. Vehicles invoices must be settled in full ex-works before they are released to customers.
- 4.2. Interest on overdue invoices shall be accrued from the date when payment becomes due calculated on a daily rate in accordance with the Late Payments of Commercial Debts Act 1998. Such interest shall accrued both before and after any judgement.
- 4.3. The Buyer shall pay all accounts in full and not exercise any rights to set-off or counter-claim against invoices submitted by the Seller.

5. Goods

- 5.1. The quantity and description of Goods shall be as set out in the Seller's confirmation of order
- 5.2. Any information from the Customer necessary to enable the Company to proceed with any order must be furnished within a reasonable time, otherwise the Company may at its option cancel the order or charge the Customer an additional price for the delay. In case of cancellation, the Customer will be liable to the Company for any loss incurred by it.
- 5.3. Unless specifically guaranteed in writing no dimensions, details or statements as to capacity, output or power specified or contained in any drawings, catalogues, shipping specifications or other documents or any illustrations referred to are to be treated as contractual. The Company reserves the right to make such changes in specifications in its sole discretion or as conditions beyond its control may require.

6. Warranties

As per Warranty Statement. (if applicable)

7. Delivery of Goods

- 7.1. Delivery of Goods shall be made to the Buyer's address unless otherwise stated by the Buyer at time of purchase. The Buyer shall make all arrangements for receipt of the delivery of the Goods on the date notified by the Seller for delivery.
- 7.2. The delivery date is an estimate by the Seller and, whilst the Seller will endeavour to dispatch the Goods on the agreed delivery, does not guarantee to do so. Time of delivery is not contractual to the agreement. The Seller will not accept cancellation or be liable for any loss suffered by the Buyer claimed to have arisen due to any delay.
- 7.3. If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the goods are ready for dispatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer reasonable costs for doing so, along with any failed delivery costs that may be incurred.

8. Acceptance of Goods

- 8.1. The Buyer shall be deemed to have accepted the Goods upon delivery to the Buyer.
- 8.2. The Buyer shall carry out an inspection of the Goods within 48 hours of delivery and report any defects in writing within 5 working days of delivery of the Goods. The customer must satisfy himself that the goods meet all local laws and regulations.
- 8.3. Where the Buyer has accepted, or be deemed to have accepted the Goods, the Buyer shall not be entitled to reject Goods not in accordance with the contract.

9. Title and Risk

- 9.1. Risk shall pass on delivery of the Goods to the Buyer's address.
- 9.2. Notwithstanding the passing of risk upon delivery, title of the Goods shall remain with the Seller until the amount due under the invoice for them has been received in full, at which time title will pass to the Buyer.
- 9.3. Until title passes to the Buyer, the Buyer shall hold the Goods as Bailee for the Seller, storing or marking them so that they are at all times identifiable as the property of the Seller.
- 9.4. Before title passes to the Buyer, the Seller may at any time, without liability to the Buyer:
 - 9.4.1. repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
 - 9.4.2. for that purpose, or for inspection of held Goods or the determination of what Goods are being held by the Buyer, enter any premises of or occupied by the Buyer.
- 9.5. The Seller may maintain an action for the price of the Goods notwithstanding that the title in them has not passed to the Buyer.

Please sign and date below to confirm that you have read and agreed to the Terms and Conditions.

Signed

Printed name

Company position

Date