

## Business Details

|                               |        |                     |  |
|-------------------------------|--------|---------------------|--|
| Full Company Name             |        |                     |  |
| Trading Title (If Applicable) |        |                     |  |
| Trading Address               | Line 1 |                     |  |
|                               | Line 2 |                     |  |
|                               | Line 3 |                     |  |
|                               | Town   | Post Code           |  |
| Business Phone Number         |        | Number of Employees |  |

## Company / Principals / Directors

|                                                                                       |                                          |                                                                     |     |
|---------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------------------------------------|-----|
| Are you a (Tick appropriate)                                                          | <input type="checkbox"/> Limited Company | <input type="checkbox"/> Sole Trade or Partnership                  |     |
| Company Number                                                                        |                                          | <input type="checkbox"/> Home Owner <input type="checkbox"/> Tenant |     |
| Date of Incorporation                                                                 | / /                                      | Years at current address                                            |     |
|                                                                                       |                                          | Years Months                                                        |     |
|                                                                                       |                                          | Years Months                                                        |     |
| For Sole Traders & Partnerships ONLY - Name and residential address of all principals |                                          |                                                                     |     |
| Name                                                                                  |                                          | Name                                                                |     |
| Address                                                                               |                                          | Address                                                             |     |
| Post Code                                                                             |                                          | Post Code                                                           |     |
| Date Of Birth                                                                         | / /                                      | Date Of Birth                                                       | / / |

## Your Account

|                                                                             |   |                                   |                                             |
|-----------------------------------------------------------------------------|---|-----------------------------------|---------------------------------------------|
| Estimated Annual Spend                                                      | £ | Purchase Order Number required    | <input type="checkbox"/> (Tick if required) |
| Requested Credit Limit                                                      | £ | All employees able to use account | <input type="checkbox"/> (Tick for YES)     |
| If NOT ticked only account holder(s) will be able to order / purchase goods |   |                                   |                                             |

## Contact Information

| Contact                                                                                                                                                 | Name | Email | Mobile or Landline |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|--------------------|
| Primary                                                                                                                                                 |      |       |                    |
| Accounts                                                                                                                                                |      |       |                    |
| All invoices and statements will be sent by email to the accounts contact above. You may request to switch to posted/paper at any time by contacting us |      |       |                    |
| Additional                                                                                                                                              |      |       |                    |

## Confirmation

I / We, having read and accepted Reward Electrical Distributors Limited standard conditions of supply ('The Supply Conditions') confirm that all details on this application are correct and wish to apply for an account. I / We confirm that any account opened for us will be subject to your terms and conditions relating to the operation of accounts and agree that all goods supplied will be subject to these terms and to the Supply Conditions at the date of the transaction (Terms and Conditions on reverse).

|        |            |      |
|--------|------------|------|
| Signed | Print Name | Date |
|        |            | / /  |
|        |            | / /  |

## Important - Please Note - Data Protection

We will use the information collected on this form to register your account, for our internal record keeping and to assess your credit worthiness, which may obtain information from credit reference agencies and then retain that information securely for our own use only. We may also make further requests to these agencies in the future to protect our exposure to credit risk. By submitting this Account application, you are giving us permission to make these enquiries. A full copy of our data protection policy is available on request. In addition to the above credit search we may on occasion request trade reference and/or copy of statement from your existing electrical supplier. From time to time, we and other members of our group would like to send you details of products and services which may be of interest to you. If you would rather not receive information from such parties then please tick here. [ ]

# REWARD ELECTRICAL DISTRIBUTORS LTD STANDARD CONDITIONS OF SUPPLY

## 1 INTERPRETATION

In these conditions 'the company' means Reward Electrical Distributors Ltd whose registered office is at Unit 2, 280 Foleshill Road, Coventry. CV6 5AH, 'the customer' means the person, firm or body whose order for the Goods is accepted by the Company, 'Goods' means the goods (including any instalment of the goods or any parts of them) which the Company has supplied to the Customer in accordance with these conditions.

## 2 BASIS OF THE SALE

- 2.1 The Company shall sell and the Customer shall purchase the Goods in accordance with any order of the Customer which is accepted by the Company subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Customer.
- 2.2 No variations to these Conditions shall be binding unless the same are varied in writing, signed by a director of the Company and such signed variation is endorsed upon the Company's formal written acceptance of order from the Customer.
- 2.3 These Conditions shall apply to the Contract between the Company and the Customer and to all subsequent contracts between the Company and that Customer unless and until replaced by a revised edition of which the Company has received a copy.
- 2.4 The Company's quotation is limited only to the Goods specified by the Company. No further obligations on the part of the Company in respect of pricing are to be implied.
- 2.5 No indulgence granted or delay permitted by the Company shall constitute any bar to its enforcement of its rights at any time.
- 2.6 If any part of these Conditions shall be found to be unreasonable, invalid or unlawful under any statute or rule of law pertaining thereto, the Court or other competent tribunal shall have the power to strike out or over-ride that part, whether it be an entire Condition or Conditions, or some part or parts, thereof, to the extent that it be so found and no further, and the remainder of these Conditions shall not be affected thereby.
- 2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information used by the Company shall be subject to correction without any liability on the part of the Company.

## 3 PRICE OF GOODS

- 3.1 The price of Goods shall be the Company's quotation price or where no such price has been quoted (or the quoted price is no longer valid) the price which will be charged by the Company for such Goods is the price ruling at the date of delivery.
- 3.2 The price is exclusive of any applicable Value Added Tax which the customer shall be additionally liable to pay the Company.

## 4 TERMS OF PAYMENT

- 4.1 The time of payment of the price shall be of the essence of the Contract.
- 4.2 Payment for any Goods shall be made in cash when the Goods are ready for collection ex-works from the Company's premises except where prior to the date of the contract with the Customer the Company shall have agreed in writing to allow credit to the Customer. In cases where credit has been so agreed, the Customer shall pay the price of the Goods within the time stipulated in the agreement for credit notwithstanding that delivery may not have taken place and that the property in the Goods has not passed to the Customer.
- 4.3 The Customer shall pay the price of the Goods in accordance with condition 4.2 in default of which the Company may maintain an action against the Customer for the price of the Goods and any other goods or services that the Company has supplied to the Customer whether or not payment has become due. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
  - 4.3.1 Cancel the Contract or suspend any further deliveries to the Customer
  - 4.3.2 Repossess the Goods in the manner stipulated in the Condition 9.4 herein and resell the Goods in the manner stipulated in Condition 9.5 herein.
  - 4.3.3 charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of 2% per month or four weeks calculated on the total balance outstanding at the end of each four weeks period and pro rata for any broken period until payment.

## 5 DELIVERY

- 5.1 Unless otherwise expressly stated on the quotation and/or acceptance of order form, any dates given for delivery are estimates only and in no circumstances shall the Company be liable for any delay in delivery or performance howsoever arising. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon reasonable notice to the Customer.
- 5.2 Delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection, but where the Company agrees to arrange for the physical delivery of the Goods to the Customer (or to any place nominated by the Customer), the Company shall make delivery by such method as the Company deems fit.
- 5.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and where for any reason howsoever arising the Company considers that it is unable to make complete delivery of any parcel or instalment of Goods the Company may delay such delivery or make such partial delivery in one or more occasion as it considers possible and the Customer's obligation to pay shall be correspondingly delayed or as the case may be proportionately reduced. Failure by the Company to deliver any one or more of the instalments in accordance with these Conditions, or any claim by the Customer in respect of any one or more such instalments shall not entitle the Customer to treat the Contract as a whole repudiated.
- 5.4 If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and the Company is accordingly liable to the Customer, the Company's liability shall be limited to the amount (if any) by which the cost to the Customer (in the cheapest available market) or similar goods to replace those not delivered exceeds the price of those not delivered.

## 6 INSTALMENTS CONTRACTS

- 6.1 Where any contract is to be performed by the Company in stages or by instalments each instalment shall be treated as a separate contract regulated by these Conditions and the times herein set out for the performance of any act shall relate to each stage and each instalment as if it were a separate contract.
- 6.2 Where payment is to be made to the Company by instalments, each instalment shall be treated as a balance due under a separate contract.
- 6.3 If any instalment of any payment in respect of any contract is in arrears the Company may at any time while such arrears continue withdraw from further performance until the same is paid together with interest in full up to the date of payment and may commence proceedings to recover the same but this right shall be without prejudice to any other right or remedy of the Company.
- 6.4 This Condition 6 shall apply where the Company makes partial deliveries pursuant to Condition 5.3 hereof.

## 7 QUANTITY, SHORTAGES AND DAMAGED GOODS

If the Customer notifies the Company in writing received by the Company within five working days of the delivery date of Goods of any shortages or damaged Goods, and the Company is satisfied that such shortages or damage occurred before the time at which risk passed in accordance with Condition 9 hereof, then the Company will make good the shortages (or damaged goods) at its own cost within such time as may be reasonable for the Company having regard to its commitments or, at the option of the Company, reduce the price of the Goods not delivered or (as the case may be) damaged. In no other circumstances shall the Company be liable for any shortages or damaged Goods nor shall the Customer be entitled to any other relief in respect of shortages or damaged Goods.

## 8 WARRANTY

- 8.1 The Company warrants that the Goods shall at the time of delivery correspond to the published specifications when used for the purpose for which Goods of that type are normally used. Although the Company uses every effort to ensure that all products are manufactured or supplied to specification, it is in all cases including repeat orders, for the Customer to ensure by adequate tests or otherwise that the Goods are fit and suitable for the purpose for which the Customer requires them and in the specific conditions and on the specific substrate's in which they will be used or applied and to be within such reasonable tolerance and variations as are generally acceptable within the industry.
- If any of the Goods are proved to be defective, the Company's entire liability hereunder shall be strictly limited to:

- 8.1.1 Replacement at the Company's expense of any Goods which are proved to be to the Company's satisfaction to be defective or
  - 8.1.2 Bringing the Goods into conformity with the published specification of the Company or
  - 8.1.3 Take back the Goods found not to conform to the warranty and refund the total purchase price.
- 8.2 The liability of the Company under the foregoing is conditional upon:
    - 8.2.1 The Customer conforming to the Delivery Conditions
    - 8.2.2 The Customer shall advise the Company immediately by telephone of the alleged defect and also giving written notice or by facsimile to the Company within 7 days of the alleged defect and in any event within 10 days of receipt or delivery of Goods.
    - 8.2.3 The Customer affording the Company reasonable opportunity to inspect the Goods, application and site conditions
    - 8.2.4 The Customer making no further use of the Goods that are alleged to be defective after the time at which the Customer discovered or ought to have discovered the alleged defect
  - 8.3 While the Company will use its best endeavours to give instructions, recommendations and advice to the Customer in respect of storage, application and use of the Goods, it shall be understood that it shall be the responsibility of the Customer to satisfy himself that the intended application of the Goods is suitable in each application and use.
  - 8.4 Save as stated above all Conditions and Warranties expressed or implied whether by Statute, Common Law or otherwise as to fitness for purpose are hereby excluded and the Company shall be under no liability for and direct or sub-sequential loss, damage howsoever arising, which may be suffered by the Customer by reason of any defect in or failure to perform on the part of the Goods.
  - 8.5 The liability of the Company under this Contract shall be limited to any defects which appear in the course of normal usage and application during the period of 12 months from the date of delivery to the Customer.

## 9 RISK AND TITLE

- 9.1 The risk in the Goods shall pass to the Customer (notwithstanding that the property may not have been passed to him) on the earlier of the following
  - 9.1.1 Where delivery is to be ex works, at the time when the Company notifies the Customer that the Goods are available for collection or
  - 9.1.2 where the Company and the Customer agree that the Goods are to be delivered otherwise than at the Company's premises (a) in the case of delivery post, as soon as the Goods are placed in the postal system (b) in the case of delivery by the Company's own transport, as soon as the Goods are offloaded from such transport or (c) in the case of delivery by any other form of carriage, as soon as the Goods are received by the carrier or
  - 9.1.3 If the Customer wrongfully fails to take delivery of the Goods, the time when to Company has tendered delivery of the Goods
- 9.2 Notwithstanding delivery and the passing of risk in the Goods or any other provisions of these Conditions, the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and any other goods or services that the Company has supplied to the Customer whether or not payment has become due.
- 9.3 Until property to the Goods has passed to the Customer as aforesaid, the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods of the Customer separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties, and in the case of tangible proceeds, properly stored, protected and insured.
- 9.4 Until such time as the property in the Goods passes to the Customer or if Condition 10.1 applies to the Customer (and provided the Goods are still in existence and have not been resold) the Company shall (without prejudice to any other available rights and remedies of the Company) be entitled at any time to require the Customer to deliver up the Goods to the Company and if the Customer fails to do so forthwith, the Com may by its servants or agents enter upon any premises of the Customer or any third parties where the Goods are stored and repossess the Goods
- 9.5 If the Company repossesses the Goods it may resell the same. If the proceeds of the sale exceed the amount of the Customer's indebtedness to the Company, however arising and including damages for breach of any contract or duty, the Company shall account to the Customer for such surplus.
- 9.6 The Customer shall not be entitled to pledge or in any way charge by way of security for the indebtedness any of the Goods which remain the property of the Company and if the Customer does so, all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 9.7 The benefit and/or proceeds of any dealings with the Goods by the Customer in contravention of the Company's rights shall be held in trust for the Company and any such proceeds shall be paid by the Customer into a separate bank account in the name of the Company.
- 9.8 The Company shall have a general lien over all property of the Customer in possession of the Company for all debts from such Customer howsoever and whenever arising.

## 10 INSOLVENCY OF THE CUSTOMER

- 10.1 The Condition applies if (a) the Customer makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of bona fide amalgamation or reconstruction) or (b) any resolution or petition to wind up the Customers business shall be passed or be presented otherwise than for a bona fide amalgamation or reconstruction or (c) an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer or (d) the Customer shall have any distress or execution levied upon it, its property or assets or (e) the Customer ceases, or threatens to cease, to carry on business or (f) a partner in the Company (being a firm) shall have any distress or execution levied on him, his property or assets, or shall become insolvent or make or offer to make any arrangement or composition with his creditors, or commit any act of bankruptcy, or shall have any petition or receiving order in bankruptcy presented or made against him or (g) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 10.2 If Condition 10.1 applies then, without prejudice to any other rights or remedy available to the Company, the Contract shall be deemed to be cancelled in accordance with Condition 11 below, and the Company shall be entitled to suspend further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered, but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 11 DEEMED CANCELLATION AND CANCELLATION

- 11.1 If the Customer shall make default in or commit any breach of its obligations to the Company or if Condition 10.1 above applies to the Customer or a partner of the Customer, the Customer shall be deemed to have cancelled the Contract and any other contract then subsisting between it and the Company. The following provisions shall apply to such cancellation which shall take effect without prejudice to the Company's accrued rights and existing remedies against the Customer.
- 11.2 If any order for Goods given by the Customer shall be cancelled or be deemed to be cancelled by the Customer after acceptance of order by the Company for any reason otherwise than as herein permitted, the Company shall be entitled to recover from the Customer as liquidated damages the cost of the Company of any Goods, works or materials expended in the execution and in the preparation for the execution of the Contract and further in every case the profit which the Company might reasonably have made on the Contract but the Company shall give credit for the amount of any such costs (but not profit) recovered in respect of the same goods or materials by virtue of any other contract and for amount of any deposit recovered from the Customer. Such sum ascertained as aforesaid shall be certified by the auditors to the Company and their certificate shall be final.

## 12 GENERAL

- 12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver for subsequent breach of the same or any other provision of the Contract.
- 12.3 Any dispute between the Company and the Customer arising in any way in connection with the Contract between them shall be determined by reference to arbitration under to provisions of the Arbitration Acts 1950-1979; and the award of such arbitrator or arbitrators shall be a condition precedent to either party to sue the other except for an action by the Company for debts due from the Customer.
- 12.4 The Contract between the Company and the Customer shall be governed exclusively by English Law.

# **Reward Electrical Distributors Ltd. Privacy Policy**

## **Version V2 June 2018**

This Privacy Policy ("Policy") demonstrates Reward Electrical Distributors Limited "RED" commitment to the privacy of your personal information. At RED, we want to make your experience when dealing with us satisfying and safe. The following sets out our information-gathering and dissemination practices when dealing with us through our website and other channels or systems.

We may update this Policy at any time without notice. Updates will be marked with a new edition number and dated accordingly. You agree to review this Policy regularly and to be bound by the Policy then in force as it appears on our website.

## **Privacy legislation**

RED is subject to UK and European privacy legislation, which regulates the use of individuals' personal information. This legislation imposes specific requirements on RED. All personal information supplied by you to us either online via the website, in writing or electronically will be protected by us in accordance with current applicable privacy legislation and the terms of this Policy.

## **What Are Your Rights**

Under the GDPR, you have the following rights, which we will always work to uphold, subject to overriding legal obligations:

- The right to be informed about our collection and use of your personal data. This Privacy Policy should tell you everything you need to know, but you can always contact us to find out more or to ask any questions.
- The right to access the personal data we hold about you.
- The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete.

- The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that we have.
- The right to restrict (i.e. prevent) the processing of your personal data.
- The right to object to us using your personal data for a particular purpose or purposes.
- The right to data portability. This means that you can ask us for a copy of your personal data held by us to re-use with another service or business in many cases.

## **What personal information do we collect?**

When you transact with us as a customer we need to know basic personal information if you are an identified person (data subject), this does not normally apply to companies or other legal entities.

It is not necessary for you to provide us with any personal information in order for you to access the general information sections of our website.

Information required is for example, your email, name and various addresses and this (among other things) allows us to fulfil your orders and manage your account. You have the option to withhold personal information that is not required for the order process.

## **How will we use your information?**

Under the GDPR, we must always have a lawful basis for using personal data. This may be because the data is necessary for our performance of a contract with you, because you have consented to our use of your personal data, or because it is in our legitimate business interests to use it. Examples of how your personal data may be used are shown below:

- Providing you with any goods or services that you have requested;
- Dealing with your requests and/or enquiries;
- Carrying out analysis;
- Improving the quality of our services;
- Maintaining our records for administrative and accounting purposes;

- Tracking deliveries
- Tracking activity on our website;
- Protecting our website against unauthorised access;
- Assisting with police investigations and/or enquiries;
- Complying with statutory and/or regulatory obligations;
- Sending you marketing information that we believe may be of interest to you.

### **Who do we disclose your information to?**

Except as provided below, we will not share your personal information with any third parties:

- If you choose to pay for any goods or services by Debit or Credit card, we will pass your personal information to our current payment service provider. Any such third party may require further information from you in order to process your payment.
- When assessing your credit limit we may contact a recognised Credit Reference Agency or trade reference.
- In the event of unpaid and overdue transactions we may contact debt collection agencies, solicitors or courts.
- We may disclose your personal information to the police or other public-sector bodies with authority to request such information and/or fraud prevention agencies for the purpose of preventing fraud/loss, to prevent, detect or discourage crime and/or for the apprehension or prosecution of offenders.

### **Cookies**

We use a technology called “cookies” as part of a normal business procedure to track patterns of behaviour of visitors to our website. A cookie is an element of data that our website sends to your browser which is then stored on your system. You can set your browser to prevent this happening. Any information collected in this way could be used to identify you unless you change your browser settings.

## **Transfer of personal information**

By submitting personal information to RED, you agree that RED may legitimately transfer your personal information to third parties (who may be located outside of the European Economic Area).

You also agree that in the event that RED were to undergo any form of restructuring, whether by acquisition, merger or otherwise, we may continue to use and share your personal data across the restructured firm.

## **Changes and Information**

If you have any questions or queries regarding this policy, or should you wish to have your information updated or corrected, please contact [accounts@rewardelec.co.uk](mailto:accounts@rewardelec.co.uk) . We will use our reasonable endeavours to deal with your questions or queries and to update or correct your information promptly and within the GDPR rules.

## **Security**

RED operates secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary and only authorized individuals have access to the information provided.

Please note that whilst we endeavour to take all reasonable steps to protect your personal information, we cannot guarantee the security of any personal information and/or other data that you disclose to us. You accept the inherent risks of providing information and you will not hold us responsible for any breach of security unless this is due to our negligence or wilful default.

## **Your consent**

By using our website or transacting with us, you consent to the collection and use of your personal information by RED in accordance with the terms of this Privacy Policy.

## **Jurisdiction**

Any dispute between you and RED in relation to this website, or your use of it, or any content shall be governed by English law and you submit to the exclusive jurisdiction of the English courts.