

**Application for a trade account****LMJ Imports Ltd**

<b>Office use only</b>	Date Received _____		
<input type="checkbox"/> New Account	<input type="checkbox"/> Change of Address	<input type="checkbox"/> Close Account	<input type="checkbox"/> Change of Title
<b>Full Legal Title and Trading Name :</b> _____			
<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLP	(please tick where appropriate)
<input type="checkbox"/> Limited Company	<input type="text"/>	Co. Reg. No.	<input type="checkbox"/> PLC
<b>Delivery Address</b>			
Name			
Street			
Town			
Country			
Postcode		Phone Number	
<b>Statement Address</b> (if same as delivery address, please state)			
Name			
Street			
Town			
Country			
Postcode		Phone Number	
Business Activity (please specify)			
Method of Payment :    Cheque <input type="checkbox"/> Direct Debit <input type="checkbox"/> BACS <input type="checkbox"/> Credit Card <input type="checkbox"/>			
If other please specify: _____			
I/We request you to open a Credit Account in the name of: _____			
With a Proposed Credit Limit of: £_____ per month			
Proposed Credit Period : _____ days			

**Trade References**

I/We authorise you to take up references at any time from the under mentioned bank and trade sources (we may make searches with a credit reference agency, which will keep a record of those searches and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.):

1. Company \_\_\_\_\_  
Full Address \_\_\_\_\_  
\_\_\_\_\_  
Contact \_\_\_\_\_ Telephone \_\_\_\_\_
  
2. Company \_\_\_\_\_  
Full Address \_\_\_\_\_  
\_\_\_\_\_  
Contact \_\_\_\_\_ Telephone \_\_\_\_\_
  
3. Company \_\_\_\_\_  
Full Address \_\_\_\_\_  
\_\_\_\_\_  
Contact \_\_\_\_\_ Telephone \_\_\_\_\_

**Bank Details**

We may request a credit reference from your bank from time to time, at which time we will ask you to sign a consent. In the meantime, please enter your bank details below.

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Sort Code \_\_\_\_\_ Account Number \_\_\_\_\_

**Contact for Payment**

Name \_\_\_\_\_  
Position \_\_\_\_\_  
Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**Details of Owner/ Partners/ Directors**

We have read, understood and retained a copy of your conditions of sale (including the Title and Risk clause) and agree to trade in accordance with these for any goods supplied. We accept that title to all goods supplied to us will remain vested in LMJ Imports Limited until all amounts outstanding from us on any account have been paid in full to LMJ Imports Limited.

I/We also agree to comply with your settlement terms (specified within your conditions of sale).

I attach a sample of my/ our headed paper with this form.

1. Name \_\_\_\_\_ Signature \_\_\_\_\_  
Home Address \_\_\_\_\_  
\_\_\_\_\_
  
2. Name \_\_\_\_\_ Signature \_\_\_\_\_  
Home Address \_\_\_\_\_  
\_\_\_\_\_

**Insurance**

Name of your insurer \_\_\_\_\_  
Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Type of Insurance \_\_\_\_\_  
Policy Number \_\_\_\_\_  
Renewal Date \_\_\_\_\_  
Amount of Cover £ \_\_\_\_\_

**Office use only**

**Customer Visit Report**

(to be completed by Supplier/ Sales Representative.)

(This report should contain key information about a prospective new customer i.e. length of time in business, size of business, where they have previously purchased goods from, financial information etc.)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Credit Limit £ \_\_\_\_\_  
Authorised by \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

LMJ Imports Limited  
2<sup>nd</sup> Floor, 85 Hatton Garden  
London  
EC1N 8JR

Terms and Conditions of Sale

Please carefully note all our conditions of sale prior to making any purchase. If goods are posted/delivered or collected by you the Customer or your representative, signature upon receipt/collection denotes acceptance of all our terms and conditions of trading/sale, otherwise any purchase made by you will be your confirmation of acceptance of our terms and conditions of sale.

- 1 Definitions in these Conditions:
  - 1.1 "Buyer" means the person who buys or agrees to buy the goods from the Seller.
  - 1.2 "Conditions" means the Terms and Conditions of Sale as set out in this document and any Special Terms and Conditions agreed in writing by the Seller.
  - 1.3 "Delivery Date" means the date specified by the Seller when the goods are to be delivered.
  - 1.4 "the Goods" means loose diamonds which the Buyer agrees to buy from the Seller.
  - 1.5 "Price" means the Price for the goods excluding carriage, packing, insurance, VAT and any similar tax and any other jurisdiction.
  - 1.6 "Seller" means LMJ Imports Limited (Company No 04802007) of 3<sup>rd</sup> Floor, 34-35 Hatton Garden, London, EC1N 8DX.
  
- 2 Conditions applicable
  - 2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation or order or similar document.
  - 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase the Goods 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 and any failure by the Buyer to provide a signed receipt shall not prejudice that acceptance.
  - 2.4 Any variation to these Conditions including any special Terms and Conditions agreed between the parties shall be inapplicable unless agreed in writing by an authorised signatory on behalf of the Seller. Details of the authorised signatories of the Seller can be obtained on request.
  
- 3 The Price and Payment
  - 3.1 The Price shall be the Price quoted on the numbered Appro / Delivery Note. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
  - 3.2 The Payment of the Price and VAT shall be due within 30 days of the date of the invoice. Time of Payment shall be of the essence.
  - 3.3 Interest on over-due invoices shall accrue from the date when payment becomes due until the date of actual payment at a rate of 4% above National Westminster Bank PLC's base rate from time to time as well after as before any judgement.
  
- 4 The Goods

The quantity and description of the Goods shall be as set out in the Seller's quotations.
  
- 5 Warranty and Liability

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. [Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12)], all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise excluded.
  
- 6 Delivery of the Goods

Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are intended for delivery.
  
- 7 Acceptance of the Goods
  - 7.1 The Buyer shall be deemed to have accepted Goods (24 hours) after delivery to the buyer.
  - 7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the Contract.
  
- 8 Title and Risk
  - 8.1 Risk shall pass to the Buyer on delivery and the Goods shall be insured accordingly.
  - 8.2 In spite of delivery having been made, property in the Goods shall not pass from the Seller until:
    - 8.2.1 the Buyer shall have paid the Price plus VAT and all other charges in connection with the goods such as insurance, packing and carriage in full, and
    - 8.2.1 no other sums whatsoever shall be due from the Buyer to the Seller.
  - 8.3 Until property in the Goods passes to the Buyer in accordance with Clause 8.2 the Buyer shall hold the Goods on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the

Seller) separately from all other goods in its possession and mark them in such a way that they are clearly identifiable as the Seller's property.

- 8.4 Notwithstanding that the Goods remain the property of the Seller the Buyer may sell or use them in the ordinary course of the Buyer's business at full market value for the account of the Seller and any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principle when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money and if requested by the Seller shall be paid into a separate designated account.
- 8.5 The Seller shall be entitled to recover the price (plus VAT) notwithstanding the property in any of the Goods has not passed from the seller.
- 8.6 Until such time as property in the Goods passes from the Seller, the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or re-sold to the Seller. If the Buyer fails to do so the Seller may enter into any premises owned, occupied or controlled by the Buyer where the goods are situated and re-posses the Goods. On the making of such request the rights of the Buyer under Clause 8.4 shall cease.
- 8.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable without further demand.
- 8.8 The Buyer shall insure and keep the Goods insured to the full price against normal comprehensive risks to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

9 Remedies of Buyer

- 9.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatsoever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the Contract of Sale.
- 9.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatsoever to the Buyer in respect of these Goods.
- 9.3 The Seller shall not be liable to the Buyer for the late delivery or short delivery of the Goods.

10 Product Liability

- 10.1 The Seller shall be under no liability whatever to the Buyer for any indirect or consequential loss or expense (including without prejudice to the generality of the foregoing any loss of profit, loss of revenue or use or wasted overheads) suffered by the Buyer arising out of a breach by the Seller of this Contract.
- 10.2 In the event of any breach of this Contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the goods.

11 Proper Law of Contract

This Contract is subject to the law of England and Wales and the Buyer irrevocably submits to the non-exclusion jurisdiction of the English Courts.