

Felix Rosenstiel's Widow & Son Ltd
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REQUEST TO OPEN A CREDIT ACCOUNT

Orders will only be dealt with on a strictly cash basis until a credit account is established.

1 _____
 FULL TITLE*

2 _____
 COMPANY'S FULL REGISTERED NAME AND REGISTRATION NUMBER OR IF NOT A LIMITED COMPANY COMPLETE LIST OF ALL PARTNERS/PROPRIETORS

3 _____
 ADDRESS FROM WHICH ACCOUNT WILL BE OPERATED

4 _____
 ADDRESS OF REGISTERED OFFICE

POSTCODE

TELEPHONE

FAX

5 _____
 ADDRESS TO WHICH ACCOUNTS ARE TO BE RENDERED IF NOT AS (3) ABOVE

POSTCODE

TELEPHONE

FAX

6 _____
 TRADE REFERENCE 1

POSTCODE

TELEPHONE

FAX

7 _____
 TRADE REFERENCE 2

POSTCODE

TELEPHONE

FAX

8 _____
 NAME AND ADDRESS OF BANK

POSTCODE

TELEPHONE

FAX

POSTCODE

TELEPHONE

FAX

APPROXIMATE CREDIT INITIALLY REQUIRED (PLEASE TICK) £250 £500 £750 £1,000 £2,000 £5,000
Rosenstiel's invoices in many currencies. If you will be purchasing in currencies other than £ sterling, please request an appropriate credit limit in your own currency.

I / WE ACCEPT TO BE BOUND BY YOUR TERMS AND CONDITIONS OF SALE AS STATED ON THE SECOND PAGE OF THIS WEBSITE DOWNLOAD, AND CONFIRM THAT THE ABOVE DETAILS ARE CORRECT.

SIGNATURE. PLEASE PRINT FULL NAME AND POSITION IN COMPANY _____ DATE _____

*PLEASE WRITE YOUR NAME AS YOU WISH IT TO APPEAR ON YOUR ACCOUNT. EG THE ART SHOP OR W BROWN OR W BROWN (THE ART SHOP) OR W BROWN LTD. TRADING AS THE ART SHOP.

REQUESTS TO ESTABLISH A CREDIT ACCOUNT SHOULD BE ACCOMPANIED BY COMPANY STATIONERY



CONDITIONS OF SALE

The conditions shall be incorporated in every contract for the sale or supply of goods by Felix Rosenstiel's Widow & Son Limited ("The Company") and together with the relevant order and invoice constitute the entire contract between the Company and the Buyer. Any conditions proposed by the Buyer whether endorsed on the order form or otherwise which are inconsistent with these terms and conditions of trade are hereby excluded. In any event the maximum liability to the vendor is the value of the invoice covering the goods.

1. TERMS

- a) All prices are those shown in the current price list.
- b) VAT and any other applicable taxes or duties will be charged at the rate ruling at the date of invoice.
- c) If payment of any invoice is not made by the due date, then interest may be charged from the date of invoice until date of payment (both before and after judgment) at 3% above HSBC rate.
- d) A 20% surcharge will be added to accounts passed out for collection.

2. BACK ORDERS

- a) All quoted delivery times are subject to fluctuation; the Company is not responsible for any delay in delivery due to non-availability of stock or for any reason beyond its control.
- b) Without notice the Company may withhold delivery of all or any part of any order if the buyer has failed to pay promptly for all the goods supplied under previous order or may require payment prior to delivery if the Company shall have any reasonable doubt as to the financial standing of the buyer.

3. RETURNED & DAMAGED GOODS

- a) No goods delivered pursuant to the buyers' order may be returned without written authorisation. In the event of defective or damaged goods the Company must be informed within three days of receipt of order.
- b) Goods returned for credit which are undamaged and which have been properly delivered in accordance with the buyers' order will be subject to a re-stocking charge of 20% of invoice price to cover inspection and re-packing.
- c) Any goods returned without authorisation or damaged or destroyed during return must be paid for in full.
- d) No goods may be returned to our sales representatives without prior written confirmation.

4. RETENTION OF TITLE

Delivered goods shall be held by the buyer as the Company's bailee until all monies due from the buyer to the Company in relation to such goods have been paid and any goods delivered but not paid for shall be separately stored so as to be readily identifiable by the Company. Until such payment in full is made the Company shall retain full legal and equitable title to the goods and the Company shall be entitled to enter on any premises of the buyer for the purpose of removing the goods.

5. COPYRIGHT

- a) The copyright in and all other rights in goods supplied to the buyer by the Company shall be and remain vested in the Company or in the copyright owner shown on the goods. The buyer shall not mount, frame or otherwise package any of the goods in any way which might indicate to a purchaser that the buyer is the owner of any copyright in the goods or alter or market the goods in any manner which might infringe the copyright or any other intellectual property rights of the copyright owner or of any third party.
- b) If any claim shall be made against the buyer that any goods supplied infringe the copyright or any other right of any third party the buyer shall promptly notify the Company thereof and the Company shall be entitled to conduct all negotiations for the defence of settlement of any such claim. The buyer shall afford all reasonable assistance to the Company in contesting any such claim and shall not make any admissions which may be prejudicial to the defence thereof.

6. LIABILITY

Except as may be otherwise required by the law the Company will accept no liability to the buyer or its customers under any so called 'product liability laws' in force in any part of the world nor shall the Company be liable to the buyer or to anyone else for any incidental or consequential damages or any loss of business or property.

7. LAW

All contracts between the Company and the buyer shall be governed by the laws of England and any dispute arising thereunder shall be subject to the sole jurisdiction of the English Courts.