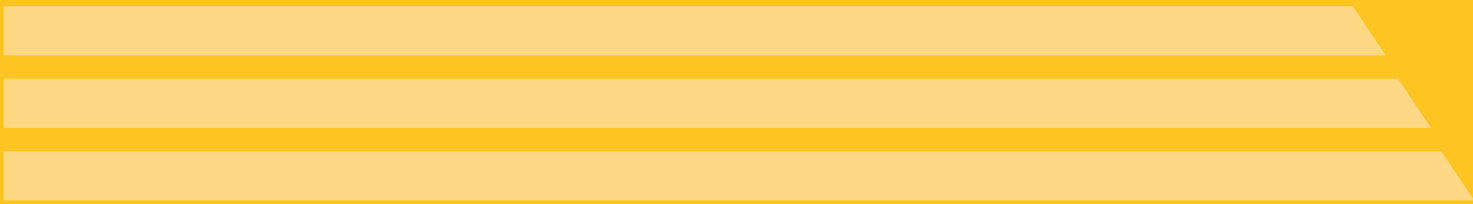


# PGR



**Builders & Timber  
Merchants**

## Self Build Account Application Form



# SELF BUILD ACCOUNT APPLICATION FORM

Detach and retain the Terms & Conditions of sale. Return completed form to your local branch or representative or to:  
PGR Builders & Timber Merchants, Courtauld House, Courtauld Road, Basildon, Essex SS13 1RZ

Please refer to application check list on the back of this form:

- All mandatory sections are completed and signed.
- You've attached ID (Driving license or passport) and proof of address (utility bill or bank statement less than 3 months old) for each applicant.

Please complete in **BLOCK CAPITALS** and in **BLACK** ink. \*ARE MANDATORY FIELDS WHICH MUST BE COMPLETED.

## APPLICANT DETAILS

Details of 1st Applicant:

Full Name\*:

Address\*:

Postcode\*:

Telephone No\*:

Mobile No:

Email Address\*:

Details of 2nd Applicant:

Full Name\*:

Address\*:

Postcode\*:

Telephone No\*:

Mobile No:

Email Address\*:

Previous address (if less than 3 years):

Address of new build location\*:

Type of Build\*: Traditional Build  Timber  Frame Renovation

Name/Address of Bank/Building Society funding the project (please attach a copy of letter) .....

Project Budget\*: £

Do you have any objections to us contacting your lender?: Yes  No

Is the funding in joint names?: Yes  No

Do you own your current property?: Yes  No

Do you have a property to sell to assist this project?: Yes  No

Expected start date?:  /  /

Do you require official order numbers?: Yes  No

Has either applicant been involved in a business insolvency or had a CCJ registered against them?: Yes  No

If YES, please give details:

## BANK DETAILS

Bank Name\*:

Bank Address\*:

Sort Code\*:       Account Number\*:

Name of Account/Account Holder\*:

Account Type (please tick one)\*: Business  Personal

I / We hereby authorise PGR to contact the above bank on my / our behalf to obtain a credit reference in relation to our credit application.

You will receive invoices/statements by email.

## APPLICANT EMPLOYMENT DETAILS

Details of 1st applicant's employment:

Name and address of current employer:   
  
  
Postcode:   
Telephone No:   
Length of employment:   
Position held:

Details of 2nd applicant's employment:

Name and address of current employer:   
  
  
Postcode:   
Telephone No:   
Length of employment:   
Position held:

## DATA PROTECTION

Under GDPR legislation, direct consent is needed for the collection, storage, and processing of personal data. By undersigning this document, you agree that you have read the Privacy policy and freely give your approval. A hard copy of this will be kept on file as a proof of signature. Under the current GDPR legislation, you have the right to apply for a copy of the information we hold on you and to correct any inaccuracies as well as the right to be forgotten. Due to training requirements, some calls may be monitored. We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with other businesses. In some instances, we may also make a search on the personal credit file of principal directors. Should it become necessary to review an account, then again, a credit reference may be sought and a record kept. We will monitor and record information relating to your trade performance and such records will be made available to Credit Reference Agencies who will share that information with other businesses when assessing applications for credit and fraud prevention. Respecting your privacy, we will record your purchasing preferences and may use your information for marketing purposes.

From time to time we would like to send you special offers or information on our products and services. Please tick if you do wish to receive any information or discount offers by: Email  Mail  Tel  SMS

## PERSONAL CREDIT GUARANTEE

In consideration of your agreement to supply goods on credit to the company described applying for credit herein ("the company") we the undersigned being the director(s) of the Company/LLP/Sole Trader/Partnership hereby unconditionally and personally, jointly, and severally guarantee payment of all monies due and owing by the company to PGR Timber Limited, its subsidiaries and successors, including all monies due and owing by reason of any increases in the credit limit granted by PGR Timber Limited from time to time following review of the company's credit account and note the additional terms below.

Full Name: <input type="text"/>	Full Name: <input type="text"/>	Full Name: <input type="text"/>
Position in Company: <input type="text"/>	Position in Company: <input type="text"/>	Position in Company: <input type="text"/>
Address: <input type="text"/> <input type="text"/>	Address: <input type="text"/> <input type="text"/>	Address: <input type="text"/> <input type="text"/>
Postcode: <input type="text"/>	Postcode: <input type="text"/>	Postcode: <input type="text"/>
Date: <input type="text"/>	Date: <input type="text"/>	Date: <input type="text"/>
Signature: <input type="text"/>	Signature: <input type="text"/>	Signature: <input type="text"/>

For any Personal Credit Guarantee: (1) Any credit limit on a credit account being the initial credit limit, which would be subject to increase; and (2) if the credit amount is increased, it will be covered by the Personal Guarantee and notice of the increase to the customer is deemed to be notice to the Personal Guarantor and if the customer uses the increased credit limit, then this is deemed consent by the Personal Guarantor to the increase in credit limit.

### THIS SECTION IS MANDATORY. APPLICATION WILL BE RETURNED IF NOT FULLY COMPLETED AND SIGNED.

Please read the Terms & Conditions of sale and complete all sections before signing the section below.

I/We make this application to open a credit account with PGR Timber Limited. I/We understand that the credit terms are that payment is due promptly at the end of the month following the date of invoice and that if granted credit, I/We agree to pay in accordance with these terms. I/We acknowledge and accept the PGR Timber Limited Terms & Conditions of sale.

Initial Credit Limit:

1st Applicant

Full Name:   
Date:   
Signature:

2nd Applicant

Full Name:   
Date:   
Signature:

### OFFICE USE ONLY

Please check all mandatory fields have been completed.

Rep No:  A/C No:   
Date:  Proof of address: Yes  No   
Owning Branch:  Area No:   
Application form issued by:   
Credit Limited Approved:

FOR ANY ENQUIRIES RELATING TO THIS FORM, PLEASE CONTACT:

T: 01268 330036  
E: CUSTOMER.ACCOUNTS@PGRTIMBER.CO.UK

**WE BUILD WITH YOU**

**BEFORE POSTING YOUR COMPLETED APPLICATION FORM, PLEASE ENSURE THE FOLLOWING ITEMS ARE COMPLETED OR YOUR APPLICATION WILL NOT BE PROCESSED:**

- **Have you enclosed two forms of identification?**   
*A photo driver's licence or passport and recent utility bill*
- **Have you filled in your required credit limit?**
- **Have you completed your bank details?**
- **Have you signed the Credit Guarantee?**

**PLEASE RETURN YOUR COMPLETED APPLICATION FORM TO:**

**PGR Builders & Timber Merchants, Courtauld House, Courtauld Road, Basildon, Essex SS13 1RZ**



**BASILDON**

Denbigh Road,  
Basildon, Essex,  
SS15 6PY

Tel: 01268 419424

Mon - Fri 7:00am - 5:00pm  
Sat 7:30am - 12:30pm

**BRAINTREE**

Unit 1, Bradbury Drive,  
Springwood Ind. Estate,  
Braintree, Essex, CM7 2SD  
Tel: 01376 440440

Mon - Fri 7:00am - 5:00pm  
Sat 7:30am - 12:30pm

**BRENTWOOD**

Unit F1, Bluegate Park,  
Hubert Road, Brentwood,  
Essex, CM14 4JE  
Tel: 01277 600900

Mon - Fri 7:00am - 5:00pm  
Sat 7:30am - 12:30pm

**CHELMSFORD**

10, 12 & 14 Hanbury Road,  
Widford Ind. Estate,  
Chelmsford, Essex, CM1 3AE  
Tel: 01245 850666

Mon - Fri 7:00am - 5:00pm  
Sat 7:30am - 12:30pm

**EGHAM**

Thorpe Ind. Estate,  
Ten Acre Lane, Thorpe  
Egham, Surrey, TW20 8RJ  
Tel: 01784 611000

Mon - Fri 7:00am - 5:00pm  
Sat 8:00am - 12:00pm

**HAROLD HILL**

81 Tonbridge Road,  
Harold Hill, Essex,  
RM3 8TS

Tel: 01708 384848

Mon - Fri 7:00am - 5:00pm  
Sat 7:30am - 12:30pm

**MALDON**

Unit 6, Wycke Hill Bus. Park,  
Wycke Hill, Maldon,  
Essex, CM9 6UZ  
Tel: 01621 280200

Mon - Fri 7:00am - 5:00pm  
Sat 7:30am - 12:30pm

**RAYLEIGH**

91-97 Stadium Way,  
Rayleigh, Essex,  
SS7 3BN

Tel: 01268 777600

Mon - Fri 7:00am - 5:00pm  
Sat 7:30am - 12:30pm

**ROMFORD**

20-21 Danes Road,  
Romford, Essex,  
RM7 0HL

Tel: 01708 450000

Mon - Fri 7:00am - 5:00pm  
Sat 7:30am - 12:30pm

**SOUTHEND**

105 Chandlers Way,  
Temple Farm Ind. Estate,  
Southend, Essex, SS2 5SE  
Tel: 01702 690000

Mon - Fri 7:00am - 5:00pm  
Sat 7:30am - 12:30pm

# PGR Timber Limited ("The Company")

## TERMS & CONDITIONS OF SALE

Your attention is in particular drawn to terms 4 and 5.

If you are a consumer (as defined by the Consumer Transactions (Restriction on Statements) Order 1976) we recognise that you may have additional rights under statute if we fail to carry out our obligations to you and for the return of defective goods and confirm your statutory rights are not affected by these terms.

### DEFINITIONS

In these terms "we" or "us" means the member company of the PGR Timber Limited specified in the contract for the sale of goods and/or services to you; "you" means the person, firm or company who purchases the goods and/or services from us; and "our" and "your" shall be construed accordingly and "contract" means any order which has been accepted by us.

### 1. GENERAL

Unless otherwise agreed in writing by a Director acting on behalf of the Company the Company's conditions herein set out shall be deemed incorporated in any order placed by the buyer and any acceptance of a Buyer's order by the Company shall be deemed subject to the acceptance by the Buyer of these conditions. In the event of any conflict arising between these conditions and any condition which the Buyer might additionally seek to impose in relation to his order these conditions shall prevail. These conditions override and replace any other conditions of the Company and no Agent or Representative of the Company has any authority to vary or omit these conditions or any of them.

### 2. ACCEPTANCE AND VARIATION OF PRICE

(a) Unless we otherwise agree in writing, the price payable for the goods and/or services shall be the price applicable on the date of delivery or deemed delivery for goods and the date the services are carried out for services.

(b) The price for the goods and/or services shall be exclusive of any value added tax, which shall be payable by you at the rate applicable at the tax point.

(c) We may at any time after acceptance of an order and without notice, but prior to delivery, revise the price payable for the goods and/or services to take account of increases in costs including, without limitation, costs of any goods or materials, carriage, labour, or overheads, the increase or imposition of any tax duty or other levy and variation in exchange rate.

(d) Unless we otherwise agree in writing, we may charge you the cost of delivering the goods to you.

(e) We may charge for any special packaging to cover the cost of labour and materials. We will charge for pallets, crates, and cases but these charges will be credited in full if such items are returned to us carriage paid and in good condition within seven days of delivery. Where we agree to collect such pallets, crates and cases, you shall make such items available for collection on request.

### 3. TERMS OF PAYMENT

(a) If you fail to pay us any sum due (and whether or not any part of your account is subject to query), we may, in addition to our rights under 3(b), appropriate any payment made by you to such of the goods and/or services (or such goods or services supplied under any other contract between you and us) as we may think fit; and you shall be liable to pay us interest on such sum at the annual rate of 8% above Bank of England Base Rate from time to time, accruing on a daily basis, or, at our option, interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002) from the due date for payment until payment is made in full, whether before or after any judgment, together with all costs and expenses incurred by us in recovering sums due or exercising our rights under

this provision, including our debt recovery fees.

(b) We shall be entitled to cancel or suspend a contract if you fail to pay us any sum due pursuant to the contract (whether or not any part of your account is subject to query) or any of the following events occurs or we believe is likely to occur:

(i) you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take a benefit for the relief of insolvent debtors; or

(ii) you convene a meeting of creditors or enter into liquidation; or

(iii) you have a receiver and/or manager, administrator or administrative receiver appointed over your undertakings or any part; or

(iv) a resolution is passed, or a petition presented to any court for your winding-up or for the granting of an administration order in your respect, or any proceedings are commenced relating to your insolvency or possible insolvency; or

(v) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or

(vi) you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

(vii) any event similar to the above occurs; or

(viii) you fail to observe or perform any of your obligations under the contract or any other contract between us and you; or

(ix) you encumber or in any way charge any of the goods.

(c) Credit accounts may only be opened at our discretion and are subject to satisfactory references. We may set a maximum amount of credit allowable upon each account and withdraw credit facilities without explanation. You agree that we may obtain, retain, and provide to third parties, references as to your financial standing. Any change in the constitution of your organisation must be notified to our Head Office Credit Services Department in writing prior to it occurring in order that credit facilities to the reconstituted organisation may be put in place, subject always to our discretion and our confirmation in writing. Until new credit facilities are agreed, the existing entity and any new entity shall be jointly and severally liable for any debt due to us.

(d) All accounts are for settlement (net of discount) in advance unless alternative terms are agreed in writing on behalf of the Company. Failure to make due payments in respect of deliveries or instalments under this or any other Contract between the Buyer and the Company shall entitle the company to delay, suspend or cancel deliveries in whole or in part at its option.

(e) If credit is given the settlement of the account is to be made within thirty days of the end of the month of dispatch or collection of the goods unless otherwise agreed in writing by a Director of the Company.

(f) Any payment or part payment thereof remaining unpaid after such period of 30 days shall in the absolute discretion of the Company carry interest thereon at the rate of three and a half (4%) per cent per annum above NatWest's base rate prevailing during the period such unpaid amount remains unpaid and shall be added to the said amount due from the Buyer to the Company and calculated on a daily basis subject to the right of the company in its absolute discretion to add a credit charge (payable by the Buyer) to all accounts which the Buyer may deduct if the account is duly settled pursuant to paragraph (b) of this clause.

(g) Payment shall be due whether or not property in goods has passed by virtue of Clause B hereof and the Company shall (without prejudice to any other right or remedy) accordingly be entitled to sue for the price once the same is due even if property in goods has not passed.

(h) If payment shall be made by cheque and such cheque shall not (for any reason) be paid by the Bank upon which drawn then the Buyer shall indemnify the company in respect of all Bank Charges incurred by

the Company directly or indirectly consequent upon such non-payment including the cost of representation where applicable.

### 4. DELIVERY OF GOODS

(a) Unless otherwise agreed by us, delivery of the goods shall take place at our place of business. Delivery shall occur when you take possession of the goods at our premises or (where we agree to deliver) when the goods are ready for unloading at the delivery address.

(b) Any dates and times we specify for delivery of the goods are an estimate. We shall not be liable to you if we do not deliver on or at any particular date or time. Time for delivery shall not be made of the essence by notice.

(c) If you fail to accept delivery of any goods when they are ready for delivery, or we are unable to deliver the goods because you have not provided appropriate instructions, documents or consents, we shall be entitled to immediate full payment and risk in the goods shall pass to you. We may store such goods until delivery, and you shall be liable for all related costs and expenses arising from such non delivery including transport and storage costs. If you fail to accept delivery of the goods within 6 months of the date of contract, we may sell or dispose of those goods (whether or not you have paid for them). Storage or disposal costs shall be recoverable from you. Any net proceeds of any sale shall be held on trust for you.

(d) We will deliver to site provided that there is a suitable road to the point where delivery is requested. If no such road exists, delivery will be made to the nearest point at which, in the driver's opinion, the vehicle can safely and lawfully unload. Except where we use a vehicle-mounted crane/ fork truck, you shall be responsible for safely and lawfully unloading the goods and shall provide all necessary labour and equipment. We may charge you an additional fee if you delay in taking delivery of the goods when tendered. If any goods, packaging or container has been delivered and deposited, whether on the public highway or elsewhere, you shall be responsible for all steps that need to be taken for the protection of persons or property in relation to such goods, packaging or containers and shall indemnify us in respect of all or any costs, claims, losses or expenses which we may incur as a result of such delivery.

(e) We shall not be liable for any shortages in quantity delivered unless you give written notice to us of such shortages within two working days of delivery. In any event our liability shall be limited to making good the shortfall or (at our option) issuing a credit note or refund at the pro rata contract rate against any invoice raised for such goods.

(f) We may deliver the goods by separate instalments. Each instalment shall be a separate contract and cancellation or termination of one instalment shall not entitle you to cancel any other instalment.

(g) Any query about delivery shall be made as soon as possible and in any event within twenty eight days of the date when the goods would in the ordinary course of events have been delivered else the goods shall be deemed to have been delivered in accordance with the contract.

(h) We shall not be responsible for taking back any non-chargeable packaging/pallets.

(i) The cost of any testing of the goods that we deem is necessary whether or not in your presence, will be charged to you, unless prior written agreement has been obtained from us. If you (or your representative) delay in attending such tests, after seven days' notice of the place and time of such tests, the tests will proceed in your absence and shall be deemed to have been carried out in your presence.

### 5. LIABILITY

(a) If any goods or services are defective due to defective workmanship or material, we shall (at our option) repair or replace such goods (or the defective part) or rectify the defective service or refund the price





of such defective goods or services at the pro rata contract rate provided that:

(i) you give us written notice of the defect within seven days of the date of delivery or completion of the services or, in the case of a defect which is not discoverable upon reasonable examination, within seven days of the time when you discover or ought to have discovered the defect (and in any event within twelve months from the date of delivery or completion of the services);

(ii) we are given a reasonable opportunity after receiving notice to examine such goods and/or services (in situ) and (if asked to do so by us) you return such goods to our place of business for the examination to take place there;

(iii) you do not make any further use of such goods after giving such notice;

(iv) the defect is not due to willful damage, negligence (other than ours), fair wear and tear, alteration or repair of such goods without our prior written consent or incorrect storage, application, movement, installation, commissioning, use or maintenance of the goods (other than by us); and

(v) the defect is not due to any act or omission of you, your agents or contractors.

(b) Our entire liability for defective goods and services is set out in 5(a) and in particular we shall not be responsible for either the cost of removing the goods from any place where they are installed or fixed (or making good the place after removal) or for the cost of installing or fixing any repaired or replacement goods unless due to our defective service.

(c) On request, we will provide information about any manufacturer's guarantee offered and available to you in respect of the goods, but we are not legally responsible for any obligation under manufacturer's guarantees. Where the goods contain a warranty or guarantee offered by us please refer to the special conditions applicable on our website or available upon request.

(d) Save as expressly set out in these terms, all warranties and other terms implied by statute or common law (save for the term implied as to title) are, to the fullest extent permitted by law, excluded from the contract.

(e) Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price.

(f) We shall not be liable to you for any pure economic loss, loss of profit, loss of business, depletion of goodwill or loss of anticipated savings, in each case whether direct, indirect or consequential, or any other indirect losses whatsoever and howsoever caused.

(g) Nothing in these terms excludes or limits our liability for (a) death or personal injury caused by our negligence, (b) fraud or fraudulent misrepresentation; and (c) any other matter which it would be illegal for us to exclude.

(h) Where goods are manufactured in compliance with any designs, specifications or drawings supplied by you or your customer, you shall indemnify us against all proceedings, costs, claims, losses or demands in respect of any infringement or alleged infringement of any intellectual property rights whatsoever of third parties in any part of the world.

## 6. RISK AND TITLE TO GOODS

(a) The risk in the goods passes to the Buyer upon delivery (howsoever effected) but property in the goods remains vested in the Company and shall only pass from the Company to the Buyer upon full payment being made by the buyer of all sums due on whatsoever account or grounds to the Company from the Buyer. In the event of the goods being sold by the Buyer in such manner as to pass a third party a valid title to the goods whilst any such sums are due as aforesaid, the Buyer shall be the Trustee for the Company of the proceeds and the Buyer shall place such proceeds in a separate bank account. The Company's rights under this sub-clause (a) shall attach to the proceeds of sale. Nothing herein contained or implied shall constitute the Buyer the

Agent of the Company for the purposes of any such sub-sale.

(b) The Buyer agrees that prior to full payment being made as aforesaid the Company may at any time by its servants or Agents enter upon the Buyer's premises without giving any prior notice and remove the goods therefrom (and dispose of the same in any manner it may decide) and that prior to such payment the Buyer shall keep such goods separate and identifiable for this purpose.

(c) In the event of the goods becoming constituents of or being converted into other whilst sums are due as provided in sub-clause (2) hereof the Company shall have the ownership of and title to such other products as if they were the goods and accordingly this clause (b) shall so far as appropriate apply to such other products subject to the Buyer's right to the surplus of any monies realized by the said products in excess of those due to the Company as provided herein.

(d) Any implied authority that the Buyer shall be entitled to sell the goods and pass property in the same to third parties in the normal course of its business or manufacture products out of the same or sell such products will continue until otherwise notified to the Buyer by the Company whereupon the happening of any of the following events such authority shall immediately be withdrawn and shall forthwith terminate and all such goods and products made therefrom shall immediately be delivered to the Company.

(i) Any distress execution or other legal process being levied upon any of the Buyer's assets.

(ii) Any notice to the Buyer that an Administrative Receiver or other Receiver is to be or has been appointed in respect of the Buyer's undertaking material part thereof or other property or assets.

(iii) Any notice to the Buyer that a petition for an Administration Order is to be or has been presented in respect of the Buyer.

(iv) Any notice to the Buyer that a petition to wind up the Buyer is to be or has been presented to the Buyer or any notice to the Buyer of a proposal to pass a Resolution to wind up the Buyer (including any proposal by the Buyer so to do).

(v) A decision by the Buyer or any proposal to the Buyer and the Buyer's to make a voluntary arrangement or Composition with its creditors.

(vi) Presentation of a petition for bankruptcy by the Buyer or notice to the Buyer that a petition for bankruptcy is to be or has been presented to the creditor(s) of the Buyer. Any upon the happening of any such events as stated in 6(d)(i) above the Buyer shall immediately notify of the Company (vii) On any one or more of the events referred to in Clause 6(d)(i) occurring the Company may at its option and without prejudice to any other rights and remedies it may have determine to the Buyer (viii) In the event of a determination by the Company of the Contract in accordance with sub-clause (vii) above the Company shall be entitled to recover as damages from the Buyer the following:

(a) The value including any work completed of goods manufactured at the date of determination.

(b) The value including any work begun or goods begun to be manufactured but not completed at the date of determination including the cost of materials, labour, overheads and profit in connection therewith.

(c) A sum representing any further profit which the Company would have made on the Contract but for its determination by the Company's Auditors whose decision shall be conclusive and binding on the Buyer.

## 7. SAFETY INSTRUCTIONS

The erection and/or installation and/or other use of the goods is the Buyer's responsibility. The Buyer undertakes with the Company that he will ensure compliance so far as reasonably practicable by the Buyer's servants agents licensees and customers with any instructions (where given) of the Company or the manufacture for the purpose of ensuring that the goods will be safe and without risk to health when properly used and will take any other steps or precautions as having regards to the nature of the goods are necessary to preserve the health and safety of persons handling using or disposing of them.

Copies of instructions are enclosed with products. If not, it is the Buyer's responsibility to request them from the Company.

## 8. SET OFF

The Buyer shall not be entitled to withhold or set off payments or any amount due to the Company under the terms of the Contract against any claim of the Buyer in respect of faulty or defective goods or for any other reason.

## 9. FORCE MAJEURE

We may defer the date of delivery, cancel the contract or reduce the volume of the goods and/or services ordered by you (without liability to you) if we are unable to deliver or supply due to any cause beyond our reasonable control (including the acts or omissions of our suppliers and subcontractors).

## 10. CONSUMER TRANSACTION

In the case of a consumer transaction within the meaning of Article 4(a) of The Consumer Transaction (Restriction on statements (Amendment) order 1978 or any amendment or replacement thereof for the time being in force:

(a) The Terms of Clause 5 thereof shall not apply to the extent that they would be rendered void by Section 6 or 20 of the Unfair Contract Terms Act 1977.

(b) ANY STATEMENTS MADE HEREIN ABOUT THE RIGHTS THAT THE BUYER HAS AGAINST THE COMPANY OR ABOUT THE OBLIGATION TO THE BUYER ACCEPTED BY THE COMPANY IN RELATION TO THE GOODS BEINGS RIGHTS OR OBLIGATIONS THAT ARISE IF THE GOODS ARE DEFECTIVE OR ARE NOT FIT FOR A PURPOSE OR DO NOT AFFECT THE BUYER'S STATUTORY RIGHTS.

## 11. LEGAL INTERPRETATION

The Contract is governed by the Law of England and Wales. Any dispute arising out of or in connection with this contract shall be determined by the Courts of England and Wales.

## 12. SEVERANCE

In the event of any of the conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.

## 13. HEALTH AND SAFETY

Certain goods supplied by us could, if incorrectly used, give rise to risks to health and safety. Information in respect of such goods is available from us. You undertake that you will ensure compliance by your employees, agents and customers with any instructions given by us or the manufacturer or our supplier and will take any other steps or precautions, having regard to the nature of the goods, as are necessary to preserve the health and safety of any person handling, using or disposing of them.

## 14. WASTE

You will be responsible for the disposal of any waste arising from the goods and will comply with all applicable laws, regulations and waste management licenses relating to such waste, including the appropriate disposal by you of any goods marked with a crossed out wheelie bin symbol, save where you are a consumer and it is our responsibility at law. You will indemnify us against all costs, claims, liabilities and expenses arising from any breach by you of this provision.

## 15. COMPLIANCE WITH BRIBERY LEGISLATION

You agree that you will not, in connection with the goods or services to be supplied under this contract, bribe or attempt to bribe us, or any of our employees, agents or affiliates nor cause us to be in violation of any applicable bribery or anti money laundering laws. We may terminate the contract in the event of your breach of this clause. You shall indemnify us against all liabilities, costs, expenses, damages, claims, demands and losses suffered or incurred by us arising out of or in connection with any breach of this clause, whether or not the contract has been terminated.