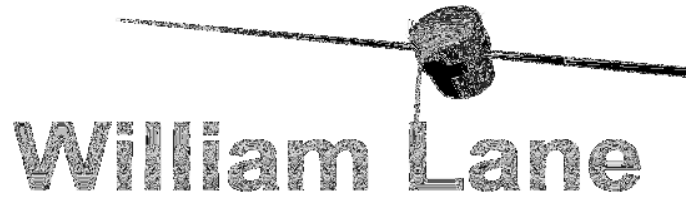


William Lane Ltd
Forty Foot Road
Middlesbrough, TS2 1HG
Phone: 01642 242871
Fax: 01642 242046
E-mail: info@williamlane.co.uk



New Client Application

Business Trading name	
Nature of Business	
Trading Address	
Head Office (if different from above)	
Delivery Address (if different from above)	
Contact Telephone number	
Fax Number	
Email Address	
Website (if applicable)	
Purchasing Contact & Telephone number	
Accounts Contact & Telephone number	

Thank You for your application we will be in contact soon.

General Terms of Sale

William Lane Ltd

1. General

- a) In these General Terms of Sale "the Seller" means William Lane.
- b) All orders are accepted on these terms, which shall override and exclude any other terms stipulated or incorporated or referred to by the Buyer, whether in the order or in any negotiations, and any course of dealing established between the Seller and the Buyer but if these terms are inconsistent with the express written terms of any contract with the Buyer, the express terms of the contract shall prevail. All orders hereafter placed by the Buyer shall be deemed to be executed by the Seller subject to these terms.

2. The Price

- a) Unless otherwise agreed the price for the Goods shall be that ruling on the date of despatch, and shall be inclusive of the cost of carriage from the seller's premises to the place of delivery. All prices listed or quoted are subject to the addition of Value Added Tax at the rate ruling on delivery.

3. Cancellation

The Buyer may not cancel the contract without the consent in writing of the Seller, in the event of such cancellation the Buyer shall indemnify the Seller against all loss, damage, claims or actions arising out of such cancellation.

4. Payment

- a) Unless otherwise agreed the Goods are sold subject to payment at the end of the calendar month following that in which delivery takes place. Payment shall be without any deduction by reason of any alleged counterclaim or otherwise.
- b) Where the Goods are to be supplied or payment therefore is to be made by instalments the failure of the Buyer to pay any instalments in due time shall entitle the Seller to treat such failure as a repudiation of the whole contract by the Buyer and to recover damages for such breach of contract.
- c) Interest on all sums due shall run at the rate of 10% until payment is received after as well as before any judgement therefore.

5. Delivery

- a) The Seller will use all reasonable endeavours to meet agreed delivery dates but the time of delivery shall not be of the essence of the contract. In no circumstances shall the Seller be liable for any direct or indirect loss arising from non-delivery or late delivery of the Goods or any part of them.
- b) Should the Seller be prevented from delivering part of the goods by reason of war, riot, explosion, fire, flood, strike, lock-out, shortage of materials, or labour or any cause beyond the Seller's control, the Seller shall deliver and the Buyer shall take and pay for such part of the goods as the Seller shall be able to deliver in accordance with the contract.

- c) Delivery shall be deemed to take place when the Goods are signed for by the Buyer or agent or his employee or by a carrier as agent for the Buyer.

6. Passing of Risk and Property

- a) Risk of loss or damage to the goods shall pass to the Buyer from the time of delivery.
- b) The property in the Goods shall not pass to the Buyer until the whole of the price has been paid, and until payment the Buyer shall hold the goods on trust from the Seller.
- c) The whole of the price shall not be treated as paid until any cheque or other instrument of payment given by the Buyer has been met on presentation or otherwise honoured in accordance with its terms. The Seller may sue for the whole of the price at any time after it has become payable.
- d) Payments shall be applied at the option of the Seller to invoices in the order in which they were issued and to goods in the order in which they are listed in invoices.
- e) In the event of any sale or other disposition of the Goods by the Buyer, the Buyer shall hold on trust for the Seller:-
 - i) If the Goods have not been mixed with or incorporated into other goods, the whole of the proceeds of sale; or
 - ii) If the Goods have been mixed with or incorporated into other goods, a just proportion of the proceeds of sale.
- f) If the Buyer defaults in the punctual payment of any sum owing to the Seller then the Seller shall be entitled to the immediate return of all Goods sold by the Seller to the Buyer (or the documents of the title thereto) in which the property has not passed to the Buyer, and the Buyer hereby authorises the Seller to recover the goods or documents and to enter any premises of the Buyer for that purpose.

7. Defects after Delivery

- a) The Seller will use all reasonable endeavours to procure for the Buyer the benefit of such warranties and other rights as are conferred on the Seller in relation to defects in the Goods by the terms of the Seller's agreement with the relevant supplier.
- b) The Seller's liability under this clause shall be in lieu and to the exclusion of any warranty, condition or liability implied by law in respect of the fitness for any particular purpose of the Goods (notwithstanding any advice or representation by the Buyer, all liability in respect of which howsoever arising, is expressly excluded), and save as provided in this clause the Seller shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in the Goods or failure to correspond to the description, specification or sample or for any injury, damage or loss resulting from such defects or from any work done in connection therewith.
- c) Any claim by the Seller in respect of short delivery of any consignment by reference to the specifications contained in the Order shall be made in writing to the Seller within 3 days after the date of receipt by the Buyer of such consignment or within 7 days of the date of the Seller's invoice whichever is the earlier. In the event of any such claim the Buyer shall allow the Seller a reasonable opportunity to reweigh or recount the goods.

8. Proper Law

The contract shall be governed by and interpreted in accordance with the English Law.