

<p>PLEASE COMPLETE ALL SECTIONS *REQUIRED FIELD</p> <p>*Name of organisation or individual (*CUSTOMER*):</p> <p>*Organisation Type: Sole Trader / Ltd Company / Partnership / LLP</p> <p>*Invoice Address</p> <p>*Postcode:</p> <p>*Registered Office Address (If different):</p> <p>*Postcode:</p> <p>*Telephone No:</p> <p>*Mobile No:</p> <p>*Email Address (for e-invoice, e-receipt, e-statement, e-newsletter)</p> <p>*Account Contact Name:</p> <p>Company Registration No (if applicable):</p>	<p>*Names and addresses of all partners/proprietors/trustees (If not limited company)</p> <hr/> <p>*Name: _____ *DOB _____</p> <p>*Address: _____</p> <p>*Telephone No: _____</p> <p style="text-align: right;"><input type="checkbox"/> *Property Owned <input type="checkbox"/> *Property Rented</p> <hr/> <p>*Name: _____ *DOB _____ (2)</p> <p>*Address: _____</p> <p>*Telephone No: _____</p> <p style="text-align: right;"><input type="checkbox"/> *Property Owned <input type="checkbox"/> *Property Rented</p>
<p>Special Requirements (e.g. P/O Reference Required):</p>	<p>*Total Credit Requested: £</p>

By completing this Credit Account Application, you are confirming that:

- 1) You have the authority to apply for credit and act on behalf of the customer; 2) The information supplied is true and accurate; 3) You have read and accepted the Conditions of Sale of Williams & Co on behalf of the Customer (overleaf) **Please tick box to indicate you have read and accept these conditions**
- 4) You agree and accept that any Account provided by Williams & Co, and all orders and Contracts made with Williams & Co, are subject to the Conditions of Sale of Williams & Co (As amended from time to time) which are available on request and can be viewed at www.williams.uk.com ; 5) You accept that Williams & Co may make enquiries of credit reference agencies and other third parties who may record those enquiries to process your Application, that Williams & Co may also disclose information about the conduct of your Account to such third parties and that Williams & Co may use such information when assessing further applications by the customer for credit terms and for debt collection, tracing and fraud prevention purposes.

This is a legally binding guarantee; it should be signed by a director/owner/partner /trustee of the organisation or a third party who is prepared to personally guarantee performance of the customer's obligations. Your signature confirms that you are read and understood its nature and effect.

In consideration of Williams & Co agreeing to supply goods and to grant an Account to the customer, I guarantee the performance of all the customers obligations to Williams & Co and agree to indemnify Williams & Co, and keep it indemnified, against all losses and expenses it may incur through any failure by the Customer to perform or discharge such obligations.

*Signature: _____	*Signature: _____
*Print Name: _____	*Print Name: _____
*Date: _____	*Date: _____
*Position Held: _____	*Position Held: _____

We'd love to keep in touch with you by post with our Price Busters brochure, email, SMS and other electronic means with our latest news and information from Williams & Co. We treat your personal information with the utmost care and never send you anything that isn't relevant. Please let us know if you would like us to contact you or not by ticking the box below:

Yes please, I'd love TradeOnly news and deals.

There's no obligation, you can stop receiving future updates at any time and if you prefer that we don't use your information to predict what information or products you might be interested in please unsubscribe by clicking on the 'opt out' links included at the foot of all our electronic messages or contact privacy@williams.uk.com

1. INTERPRETATION

The following definitions, unless the context requires otherwise, and rules of interpretation in Condition 1 shall apply to these Conditions.

Account: the credit account (if any) provided to the Customer by Williams;

Additional Terms: any terms varying or adding to the Conditions that are included within the Order Acknowledgement or otherwise agreed in writing by Williams, including (without limitation) any agreed variations to the Order;

Conditions: these terms and conditions (as amended from time to time);

Contract: any contract between Williams and the Customer for the purchase of Goods by the Customer from Williams in accordance with and subject to the conditions and Additional Terms;

Customer: the person, company or organisation that enters into a Contract in accordance with and subject to the Conditions, to purchase Goods from Williams for business purposes;

Goods: any goods Williams agrees to supply to the Customer under a Contract;

Intellectual Property Rights: all copyright and related rights, trade marks, trade names, domain names, goodwill and the right to sue for passing off or unfair competition and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and the granting, renewal or extension of, and rights to claim priority from;

Order: a request (written or oral) to purchase goods from the Customer to Williams or acceptance by the Customer of a quotation provided by Williams;

Order Acknowledgement: acceptance of an Order by Williams, which shall be the earlier of Williams accepting the Order orally or commencing performance of the Order;

Price: is defined in Condition 7.1; and

Williams: Williams Trade Supplies Limited (CRN: 1864711)

1.1 References to the masculine include the feminine and the neuter, the singular include the plural and, in each case, vice versa. Reference to a statute or statutory instrument is a reference to it in the form for the time being in force and includes reference to any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.

1.2 Headings shall not affect the interpretation of the Conditions.

2. APPLICATION OF TERMS

2.1 Subject to Condition 2.2, the Conditions and any Additional Terms apply to all Contracts to the exclusion of all other terms and conditions. No terms or conditions of the Customer (whether endorsed on, delivered with, or contained in the Customer's purchase order or other documents) shall form part of any Contract accepted by the Customer to exclude, vary or limit any Conditions or Additional Terms without the express agreement of Williams in writing shall be void.

2.2 Any variation to the Conditions shall have no effect and shall not form part of the Contract unless agreed in writing by Williams.

2.3 Williams' employees or agents are not authorised to make any representation concerning the Goods unless confirmed by Williams in writing. In entering the Contract, the Customer acknowledges and accepts that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed.

2.4 Williams may provide the Customer with an oral or written quotation. A quotation so provided by Williams shall be binding on Williams to supply the goods set out in the quotation, subject to the Conditions, to the Customer. Unless stated otherwise in the quotation, a quotation is valid for 30 days from its date provided that Williams has not previously withdrawn it.

2.5 The placing of an Order by the Customer shall be deemed to be an offer, subject to the Conditions, to purchase the goods set out in the Order. No Order placed by the Customer shall be deemed to be accepted by Williams, and no binding Contract will come into existence, until Williams provides an Order Acknowledgement.

3. DESCRIPTION

3.1 The quantity and description of the Goods is set out in Williams' quotation and/or Order Acknowledgement and the Contract.

3.2 All descriptions, drawings, specifications, technical data and illustrations and any advertising or other materials issued by Williams, or contained in Williams' brochures or website, are approximations and for information purposes only, should not be relied on by the Customer as precise or construed literally and shall not form part of the Contract.

3.3 Williams reserves the right to change any descriptions, drawings, specifications, technical data, illustrations, brochures, advertising materials, its website and any other materials provided at any time without notice.

3.4 The Customer acknowledges and accepts that, whilst Williams will endeavour to provide Goods of a similar quality, Goods are supplied on the understanding that the finish of Goods containing natural products or materials (such as wood or leather) may vary from sample to sample and product to product, may not be uniform in colour or texture (and, in the case of wood, may contain grain variations, and in the case of wood or leather, may contain knots and scars), and that by reason of such differences in stock supplied to Williams (and, without limitation, any other reasonable varying conditions occurring) may result in a reasonable variation in colour and quality between the advertised product or any sample and the Goods supplied by Williams, and between different batches of goods supplied, and any such variations shall not be a defect for the purposes of Condition 6. Unless agreed otherwise, No Contract shall be a sale by sample.

4. DELIVERY

4.1 Unless otherwise agreed in writing by Williams, delivery of the Goods shall take place at the delivery address set out in the Contract ("Delivery Point").

4.2 Williams will endeavour to deliver the Goods to the Delivery Point by the date specified in the Contract or, if none is specified, within a reasonable period of time. However, any such specified date is an estimate only and it is expressly agreed that time for delivery shall not be, and shall not be made by, notice, of the essence.

4.3 Williams will endeavour to deliver the Goods as near as possible to the Delivery Point as a safe hard road permits but reserves the right to refuse to deliver the Goods at the Delivery Point if Williams' driver or the carrier reasonably considers the Delivery Point is unsuitable for delivery.

4.4 Unless agreed otherwise, Goods will be delivered by Williams in its carriers, subject to payment of the applicable delivery charge (if any), on weekdays during normal working hours. Williams reserves the right to levy an additional charge where the Customer requests that the Goods be delivered in instalments or outside normal working hours or on weekends or Bank Holidays.

4.5 Williams' record of the delivery date and description of the Goods delivered to the Customer shall be conclusive evidence unless the Customer can provide conclusive contrary evidence.

4.6 Williams may deliver the Goods by separate instalments, which shall be invoiced and paid for separately in accordance with the Contract. Each separate instalment shall, unless agreed otherwise in writing, be deemed a separate Contract.

4.7 If the quantity of Goods delivered to the Customer is up to 5% more or less than the quantity ordered the Customer must notify Williams, within the time to reject any of the Goods for this reason and shall, unless agreed otherwise, by Williams pay for any surplus or shall be issued with a credit note for any shortfall at the pro rata Contract rate.

4.8 If for any reason the Customer fails to accept delivery of any of the Goods when the Goods are delivered to the Customer, or within 24 hours of notification that the Goods are ready for delivery, wishes to delay delivery, or Williams is unable to deliver the Goods because the Customer has not provided appropriate instructions, access, documents or authorisations:

- the Goods will be deemed to have been delivered; and
- Williams may store the Goods until actual delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance costs).

4.9 If the Customer has not taken/accepted delivery of the Goods within 10 days of notification that the Goods are ready for delivery, Williams shall be entitled to resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage, insurance and/or selling costs, account to the Customer for any excess over or charge the Customer for any shortfall in the Price.

4.10 Subject to the other Conditions and unless agreed otherwise in writing by Williams, Williams will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and any similar loss) costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods, nor shall any such delay entitle the Customer to repudiate or terminate the Contract unless the delay is wholly and completely the fault of Williams.

4.11 Williams shall not be liable for delivering the wrong Goods or for non-delivery of or damage to the Goods (even if caused by Williams' negligence) unless the Customer notifies Williams in writing within 7 days of the actual delivery date.

4.12 Williams' liability under Condition 4.11, as a result of the Customer complying with the notice requirements, is limited to, at Williams' option, replacing or issuing a credit note for the Goods delivered.

4.13 If delivery of the Goods is accepted by the Customer and the Customer fails to notify Williams in accordance with Condition 4.11, the Customer shall not be entitled to reject the Goods and Williams shall have no liability for delivering the wrong Goods or for damage to the Goods and the Customer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.

4.14 Any receipt or signed delivery note (or equivalent document) provided to Williams, particularly if it is signed by the Customer, or its employees or agents, accepting or taking delivery of the Goods shall be conclusive evidence of delivery of the Goods, or such part thereof as is indicated by the receipt/delivery note, in accordance with the Contract by Williams.

5. CUSTOMER'S OBLIGATIONS AND WARRANTIES

5.1 The Customer warrants that it has the necessary authority to enter into the Contract. The Customer warrants that all the information provided to Williams, particularly (without limitation) that the terms of any Order (including any applicable specification) is true and accurate and acknowledges that Williams is relying on such information to perform its obligations under the Contract.

5.2 The Customer warrants that it is a trade customer (it is entering into a Contract with Williams to purchase goods for business use).

5.3 The Customer acknowledges that it is responsible for ascertaining the type, quantity and specification of the goods required and that the Goods it orders shall be suitable for its use (and none shall be implied that the Goods are fit for any particular purpose).

5.4 The Customer agrees to co-operate fully with Williams and provide any assistance required to supply the Goods, in particular, but without limitation, the Customer agrees to do the following at its own expense:

- provide Williams with any reasonably necessary information relating to the Goods within a sufficient time to enable Williams to fulfil the Contract and provide any and all other information, co-operation and assistance reasonably required to enable Williams to perform the Contract;
- provide adequate and appropriate equipment and suitably trained and competent personnel at the Delivery Point to collect or unload/load the Goods at a reasonable speed. If Williams' or its carrier's delivery vehicle is kept waiting for an unreasonable period of time, Williams may, without limitation, refuse to provide staff to unload the Goods an additional charge may be made; and
- inspect and check the Goods on delivery to ensure that they conform to the Contract and the Customer's requirements; and
- ensure an authorised representative of the Customer signs the delivery note (or the equivalent documentation of a carrier) on delivery to confirm that the Goods are as ordered and undamaged; and
- take such steps as reasonably required to enable delivery of the Goods and ensure that all relevant regulations are complied with to ensure safe delivery of the Goods.

5.5 The Customer shall promptly notify Williams if any of the events mentioned in Condition 6.5 occur.

5.6 If Goods are supplied for use in conjunction with the Customer's existing equipment and/or structures, the Customer shall be entirely responsible for ensuring that such equipment and/or structures are in all respects suitable and adequate for the purpose and properly installed.

6. RISK/TITLE

6.1 The risk in the Goods shall pass to the Customer when the Goods are delivered to the Delivery Point. Subject to Condition 6.2, title in the Goods shall not pass to the Customer until Williams has received in full the cash or cleared funds from the Customer:

- the full Price for the Goods plus VAT; and
 - all other sums that are due to Williams from the Customer.
- 6.2 Subject to Condition 6.5, if the Customer resells the Goods before the time for payment of the Price, it shall do so in accordance with Condition 6.4 and title to the Goods shall pass from Williams to the Customer immediately before the time at which resale by the Customer occurs.

6.3 Until title in the Goods passes (as set out in Condition 6.1), the Customer shall:

- store the Goods (at no cost to Williams) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Williams' property;
- not remove, destroy, deface or obscure any identifying mark or packaging relating to the Goods;
- maintain the Goods in satisfactory condition. Keep them insured on Williams' behalf for their full Price against all risks from the date of delivery and provide Williams with a copy of the insurance policy on request;
- notify Williams immediately if any of the events listed in Condition 6.5 occur;
- give Williams such information relating to the Goods as Williams may require from time to time; and
- deliver up the Goods to Williams on demand.

6.4 The Customer may only resell the Goods before title has passed if such sale is a sale of Williams' property on the Customer's own behalf as principal (not as Williams' agent), made in the ordinary course of business and at the market value.

6.5 The Customer's right to possess, resell or use the Goods in the ordinary course of its business shall not be affected if:

- the Customer has a bankrupt order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager or administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or officers to the court or to the Insolvency Practitioner named in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer, or any proceedings are commenced in respect of the meaning of section 123 of the Insolvency Act 1986; or

- the Customer suspends, ceases or threatens to cease to carry on all or substantially the whole of its business or the Customer suffers or allows any execution, sequestration or such other process to be levied on its property or obtained against it or encumbers in or in any way charges any of the Goods; or

(c) any event occurs or proceeding is taken, with respect to the Customer, in any jurisdiction to which it is subject that has a similar or equivalent effect to any of the events listed in Condition 6.5(a) and (b).

6.6 Williams shall be entitled to recover payment for the Goods and any sums due under a Contract notwithstanding the fact that title in any of the Goods has not passed from Williams to the Customer.

6.7 The Customer grants Williams, its agents and employees an irrevocable licence to enter any premises (including, without limitation, any premises in which the Goods are or may be stored) at any time to inspect or, where the Customer's right to possession has ended in accordance with condition 6.5, recover them.

6.8 If before title to the Goods passes to the Customer any of the events listed in Condition 6.5 occur or Williams reasonably believes any such event is about to occur and notifies the Customer accordingly, then, provided that the Goods have not been resold,

or irrevocably incorporated into another product, and without limiting any other rights or remedy of Williams, Williams may at any time require the Customer to deliver up the Goods or use its rights in Condition 6.7.

6.9 If Williams repossesses any Goods or the Customer delivers up any Goods, in accordance with Condition 6, the Contract for those Goods shall be rescinded.

7. PRICE

7.1 Unless otherwise agreed by Williams in writing and subject to Conditions 7.2 and 7.3, the price for the Goods shall be the price stated in the quotation or Order Acknowledgement provided by Williams to the Customer in accordance with Conditions 2.4 and 2.5, together with any VAT and delivery costs ("Price").

7.2 The Price is based on the costs of materials, labour, sub-contractors, transport, taxes, duties and all other relevant costs at the date of the quotation and/or Order Acknowledgement and on the work being done in normal working hours.

7.3 Williams reserves the right to vary the Price, by giving notice to the Customer prior to delivery, to take account of any variation (howsoever arising) in these costs or the imposition of new taxes, duties, or other charges, or the Customer's breach of the quotation or Order Acknowledgement date and the delivery date.

7.4 In addition to the Price, the Customer shall pay for:

- any increase in costs due to changes to the delivery date or address or to the quantity or specification of Goods required by the Customer; and
 - any additional work or costs as a result of the Customer providing inadequate or inaccurate instructions or information to Williams or as a result of the Customer failing to comply with any of the Conditions or any Additional Terms.
- 7.5 Any additional costs to the Price payable by the Customer under Condition 7.4 and/or the Contract will (at Williams' option) be invoiced by Williams at the time the work is carried out or as part of the Price in accordance with Condition 8.1.

8. PAYMENT

8.1 Williams shall be entitled to issue an invoice for the Price any time prior to, on, or at any time after actual or deemed delivery. Payment shall be made by the Customer on or before the due date, notwithstanding the fact that delivery may not have taken place and/or title in the Goods may not have passed to the Customer. Receipts for payment shall only be issued if requested in Writing by the Customer. Any query or dispute in relation to an invoice must be submitted by the Customer in Writing, with appropriate details, within 7 days of the invoice date.

8.2 For Account Customers within their credit limit each invoice submitted by Williams shall, unless other Account payment terms have been agreed in writing by Williams, be paid by the end of the calendar month following the date of the invoice. For Customers without an Account, or with an Account that has reached its credit limit, the Price shall be paid at the time of the Order or on receipt of Williams' invoice, as directed by Williams. Time for payment shall be of the essence.

8.3 Williams reserves the right, in its absolute discretion, to cancel the Account.

8.4 Williams reserves the right to suspend the Account if the Customer fails to meet, or it decides, for whatever reason, that it requires security from the Customer, other than that already provided (if any), for the performance and discharge of the Customer's obligations under any Contract or for any other reason it considers reasonable. The Customer agrees to use its best endeavours to ensure that any additional security required under the Account is provided, as a third party (not providing a guarantee) is provided. Williams may decide to reinstate the Account if the Customer provides the security required or meets any other conditions required to be satisfied by Williams.

8.5 If Williams exercises its right to cancel or suspend the Account, in accordance with Conditions 8.3 and 8.4 respectively, all sums owed to Williams by the Customer at the date of cancellation or suspension shall be immediately due and payable. Williams may continue to trade with the Customer on the basis set out in Condition 8.2 for Customers without an Account.

8.6 No payment shall be deemed to have been received until Williams has received cash or cleared funds and all sums payable to Williams under a Contract shall become due immediately on its termination, howsoever arising. All payments shall be made to Williams as indicated on the Order Acknowledgement and/or invoice (the latter of which shall prevail) issued by Williams.

8.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Williams to the Customer.

8.8 Without prejudice to any of its other remedies, if any amount due from the Customer is not paid in accordance with the Contract Williams may do any or all of the following:

- treat any or all Contracts as repudiated by the Customer;
- without notice suspend or cancel delivery of the Goods under the Contract or any other Contract, until the Customer pays the outstanding amount(s) in full;
- appropriate any payment made by the Customer under any other Contract with Williams to pay for any outstanding amounts as Williams may, in its sole discretion, think fit;
- charge interest at the annual rate of 8% above the base rate of Bank of England (a part of a month being treated as a full month for the purpose of calculating interest);
- claim interest and/or compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended);
- invoce the Customer for any and all costs incurred by Williams in recovering any amount (including, without limitation, legal costs on an indemnity basis).

8.9 On termination of the Contract, howsoever caused, the rights of Williams in this Condition 8 shall remain in effect.

9. CANCELLATION

9.1 Unless agreed otherwise in writing by Williams, the Customer is not entitled to cancel the Contract. If the Customer cancels the Contract (with or without Williams' consent/ agreement) the Customer shall be liable to pay the Price and any other amounts due to Williams under the Contract in full (less any amount recovered or otherwise) but such amounts are not applicable) unless agreed otherwise in writing by Williams.

9.2 Any amounts payable by the Customer under Condition 9.1 shall, if not already invoiced by Williams, be invoiced by Williams within 14 days of the cancellation date and shall, unless directed otherwise by Williams, be payable by the Customer in accordance with Condition 8.

10. WILLIAMS' WARRANTIES

10.1 Subject to Conditions 10.2 to 10.7, Williams warrants that the Goods shall conform in all material respects with their description and applicable specification under the Contract at the time of delivery. Unless otherwise agreed by Williams in writing, Williams provides no other warranty in respect of the Goods. Williams will endeavour (but does not guarantee) to transfer the benefit of any warranty or guarantee for the Goods given to Williams by the relevant manufacturer to the Customer.

10.2 Subject to Conditions 10.3 to 10.7, if the relevant Goods do not conform with the warranty provided by Williams in accordance with the terms of the Contract, the manufacturer's warranty and any reasonable conditions/instructions imposed by Williams, the Customer:

- gives written notice of any breach of the warranty to Williams within 7 days of the time when the Customer discovers or ought to have discovered such a breach; and
- gives Williams a reasonable opportunity, after receiving the notice, to examine the relevant Goods and the Customer (unless agreed otherwise and subject to a reasonable handling charge in the circumstances for collection by Williams) returns the relevant Goods (or the relevant part) to Williams' premises at the Customer's expense.

10.3 If a manufacturer's warranty applies to the Goods and Williams has agreed to assist the Customer to make a claim under the warranty with respect to the Customer's compliance with the terms of the Contract, the manufacturer's warranty and any reasonable conditions/instructions imposed by Williams.

10.4 Condition 10.2 shall not apply if the defect arises as a result of normal wear and tear, the Customer's negligence or failure to comply with the Conditions or failure to follow Williams', its suppliers' or the manufacturers' oral or written instructions as to the storage, installation, commissioning, use or maintenance

of the Goods or (if there are none) good trade practice or the Customer makes any further use of the Goods after giving notice to Williams in accordance with Condition 10.2 or the Customer alters, modifies, mishandles or repairs such Goods.

10.5 If Williams complies with Condition 10.2 it shall have no further liability for a breach of the warranty in Condition 10.1 in respect of such Goods. If delivery of the Goods is not refused by the Customer and the Customer fails to notify Williams in accordance with Condition 10.2 (a) the Customer shall not be entitled to reject the Goods and Williams shall have no liability for such defect or breach of warranty and the Customer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.

10.6 Any Goods that are returned by the Customer pursuant to Condition 10.2 shall belong to Williams unless Williams repairs such Goods in accordance with Condition 10.2. These Conditions shall apply to any repaired or replacement Goods supplied by Williams.

10.7 Williams' reasonable opinion as to the cause of the defect shall be final and binding unless the Customer can provide conclusive evidence to the contrary.

11. LIMITATION OF LIABILITY

11.1 Subject to the other Conditions and provisions of the Contract, Condition 11 sets out the entire financial liability of Williams (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of any breach of the Contract and any representation, statement, tortious act or omission, including negligence, arising under or in connection with the Contract.

11.2 Subject to Conditions 11.3 and 11.4:

(a) Williams shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct, indirect or consequential) or any claims for indirect, special or consequential loss, damages or compensation whatsoever (howsoever caused) whether in contract, tort or otherwise under the Contract;

(b) Williams' total liability in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise arising under, out of or in connection with the Contract shall be limited to £10,000 or the Price (whichever is the greater).

11.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.4 Nothing in the Conditions or Contract excludes or limits Williams' liability for death or personal injury caused by Williams' negligence or fraud or fraudulent misrepresentation.

12. FORCE MAJEURE

12.1 Williams reserves the right to defer the date of delivery of the Goods or cancel the Contract (in each case without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, labour disputes (other than those relating to Williams' own workforce), or restraints or delays affecting suppliers or carriers, or inability or delay in obtaining supplies of adequate quality, provided that, if the event in question continues for a continuous period in excess of 30 days, the Customer shall be entitled to give notice in writing to Williams to terminate the Contract.

13. INDEMNITY

13.1 The Customer shall be liable to pay Williams (on written demand, and indemnify Williams against, all reasonable costs, expenses and losses sustained or incurred by Williams (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation, damage to property, loss of opportunity to deploy resources elsewhere and legal costs on an indemnity basis) arising directly or indirectly from the Customer's breach of the Contract and any representation, statement, tortious act or omission, including negligence, arising under or in connection with the Conditions.

14. GENERAL

14.1 If there are any differences between the information within the quotation and the Order Acknowledgement in respect of any Contract the latter shall prevail.

14.2 Each right or remedy of Williams under the Contract is without prejudice to any other right or remedy of Williams whether under the Contract or not.

14.3 All Intellectual Property Rights in any documents or materials provided by Williams to the Customer under the Contract shall belong to Williams.

14.4 Except as permitted by law, the Customer shall not disclose any confidential information or commercial know-how provided by or relating to Williams.

14.5 All amounts due to Williams from the Customer shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14.6 If any Condition is found by any court to be wholly or partly illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness (other than the remaining conditions), be severed from the Contract and the remainder of such Condition, shall continue in full force and effect. In the event that such court decides that such Condition is not severable, the parties agree to substitute such Condition with a legal, valid, enforceable and reasonable Condition that achieves, to the greatest extent possible, the same commercial effect as the original Condition.

14.7 Failure or delay by Williams to enforce, or partially enforce, any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

14.8 Any waiver by Williams of any breach of, or any default under, any provision of the Contract by the Customer shall be in writing, shall not be deemed to be a waiver of any subsequent breach or default, and shall in no way affect the other provisions of the Contract.

14.9 No provisions of the Contract are enforceable by virtue of the Contract (as Restated by Third Parties) Act 1999 by any person who is not a party to the Contract.

14.10 All notices sent by the Customer to Williams must be sent to Williams at the relevant branch address (as set out on our website (www.williams.uk.com)) or by email (admin@williams.uk.com) or facsimile or as otherwise agreed by Williams. Williams may send notices to the Customer at the email or postal address, or by facsimile to the number, provided by the Customer to Williams.

14.11 All communications between the parties about the Contract, including any notices to be sent or received under the Contract, must be in writing. Notices shall be deemed served on delivery if delivered by hand, 48 hours after posting if sent by post, and on completion of transmission if sent by email or facsimile.

14.12 The formation, construction, performance, validity and all aspects of the Contract shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

Please sign and return these Terms and Conditions with the application form. /We confirm that I/we have read and understood Your [Williams Trade Supplies Ltd] terms and conditions of sale as set out here, (as amended from time to time) and that I/we unconditionally accept those terms and conditions and in consideration of You agreeing to grant the above entities credit facilities, I/we, jointly and severally guarantee to fulfil all its obligations to You.

SIGNED:

NAME:

DATE:

SIGNED:

NAME:

DATE: