

Business type

1. Retail (Small shop)
2. Cash & Carry
3. Catering (Restaurants, Catering service)
4. Wholesale
5. ETC

Shop (warehouse) Location – Address preferred

:

Contact detail

1. Person name:
2. Phone:
3. Email:

Items interested in

- 1.
- 2.
- 3.
- 4.
- 5.

ACCOUNT APPLICATION FORM

Full Trading Name:

Full Trading Address:

Tel:

Fax:

Mobile No:

Invoice To: (if different from above)

Statement To: (if different from above)

Tel:

Tel:

Fax:

Fax:

VAT Number:

Year of Incorporation:

Business Activity:

Type of business: Sole Trader / Partnership / Limited Company / Other (Please specific) _____

Are you a Limited Company or PLC? If yes, please complete Section 1. If no, please complete Section 2

SECTION 1:

Company Registration Number:

Registered Office Address (if different from trading address):

Name of Managing Director:

Private Address:

Tel:

SECTION 2:

Please provide details of the owner and partners associated with your business.

Name: Position:

Home Address:

Tel:

Mobile No:

Name: Position:

Home Address:

Tel:

Mobile No:

SECTION 3:

Contact Name for Accounts Payable:

Email:

Credit Limit Applied for (if any): £

Credit Terms Applied for: Cash/Cheque on delivery Month End 7 Days 14 Days
21 Days 30 Days

SECTION 4:

Bank Account Name:

Bank Name:

Bank Address:

Sort Code: Account Number:

SECTION 5:

Please provide details of two trade suppliers with which you have traded with for a **minimum of 12 months**.

Trade Reference 1

Company Name: Contact Name:

Address

Tel: Fax:

Trade Reference 2

Company Name: Contact Name:

Address

Tel: Fax:

SECTION 6:

This section must be completed for any customer with more than one branch or who has a different delivery address to their main office.

Delivery Name & Address:

Delivery Name & Address:

Delivery Name & Address:

Combined Enquiry And Consent Form

Enquiry To : The Manager							
Bank Name		Sort Code					
Branch Address:							

Enquiry From					
Name	Korea Foods Co Ltd				
Address	Unit 4-6, Wyvern Industrial Estate, Beverley Way New Malden, Surrey KT3 4PH				
Contact Name	Ching				
Tel No	0208 949 2238	Fax No	0208 942 9882	Date	

Information Requested On:	
I / We request your opinion as to the means and standing of:	
Name of customer	
Account Number	
Customer's Address	
and his / her trustworthiness in the way of business to the extent of GBP	

Please debit my account with the charges for this service.

Consent	
To be completed by the person who is the subject of the status enquiry	
Subject's full name:	
	I / we _____
Subject's bank:	_____ Bank Plc
providing a reference on me / us to:	Korea Foods Co Ltd
Full name and address of enquirer	Unit 4-6, Wyvern Industrial Estate, Beverley Way
	New Malden, Surrey
	KT3 4PH
	Signed _____ Date _____

In these Conditions

Conditions: are these terms and conditions for sale, any special terms and conditions on the face of the Vendors Tender or the Vendors written acceptance of the Buyers order (as the case may be):

Contract: is the contract for the purchase and sale of the Goods

Buyer: is the person who accepts a quotation of the Vendor for the sale of the Goods or whose order for the Goods is accepted by the Vendor

Goods: are the goods which the Vendor is to supply

Tender: is a tender made by the Vendors authorised representative and includes and quotation or current price list of the Vendor,

Vendor: is Korea Foods Company Ltd, Unit 5, Wyvern Industrial Estate, Beverley Way, New Malden, Surrey, KT3 4PH

1 BASIS OF THE SALE

1.1 All goods are sold subject to the Vendors prior approval of the Buyers credit and to the Conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any Tender is accepted or purported to be accepted, or any order is made or purported to be made by the Buyer.

1.2 No variation to these Conditions shall be binding unless agreed in writing by a director of the Vendor

1.3 The Vendors employers or agents are not authorised to make any representations concerning the Goods unless confirmed by the Vendor in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and irrevocably waives any claim it may have for damages for or right to rescind the Contract for any such representations which are not so confirmed (unless such representations were fraudulently made)

1.4 Any typographical, clerical or other error omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Vendor shall be subject to correction without and liability on the part of the Vendor.

2 CONTRACT

2.1 No order submitted by the Buyer shall be deemed to be accepted by the Vendor unless and until confirmed in writing by the Vendor.

2.2 The Buyer is responsible for ensuring the accuracy of the terms of any order

2.3 The quantity and description of and any specification for the Goods shall be those set out in the Vendors quotation (if accepted by the Buyer) or the Vendors acceptance of the buyers order.

3 DELIVERY

3.1 Unless otherwise stated on the Vendors written acceptance of order, delivery of the Goods shall be charged by consignment, which may only be waived at the discretion of the vendor.

3.2 Any dates given for the delivery of the Goods are approximate only and the Vendor shall not be liable for any loss, direct or indirect, which may arise from delay in delivery of the Goods however caused. Time for delivery shall not be of the essence.

3.3 The Goods may be delivered in instalments. Each delivery shall constitute a separate contract and failure by the Vendor to deliver and one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

3.4 If the Buyer fails to take delivery of the Goods or fails to give the Vendor adequate delivery instructions at the time stated for delivery then the Vendor may;

3.4.1 store the goods until actual delivery and charge the Buyer for the costs (including insurance) of storage, or

3.4.2 sell the Goods at the best price readily obtainable and (after deducting all storage, selling and other expenses) account to the Buyer for the excess sums owing by the Buyer or charge the Buyer for any shortfall.

3.5 Any periods or times stated for delivery or for compliance with any other contractual obligation on the Vendors part ("**Estimated Times**") are estimates only. The Vendor shall not be responsible for loss or damage resulting from delay or failure to notify the Buyer of any delay. Changed specifications or instructions may result in changes to Estimated Times.

4 PRICES

4.1 All prices quote in the Vendors price list are subject to an increase, which may occur as a result of factors falling outside the control of the Vendor. The effective price that the Buyer shall pay for the Goods shall be that price ruling at the date of the despatch of the Goods.

4.2 VAT and any other duties or taxes where applicable will be added to all invoices at the rate ruling at the date of dispatch.

4.3 The Buyer shall pay the Vendors invoices without any deduction to set off. The vendor may recover the price notwithstanding that delivery may not have taken place and property in the Goods has not passed to the Buyer. The time of payment shall be of the essence.

4.4 Tenders may be withdrawn at any time prior to acceptance of order.

5 ACCEPTANCE/RETURN OF GOODS

5.1 The Buyer shall inspect the goods on delivery and unless the Buyer notifies any defects in writing within 2 days of delivery shall be deemed to have accepted them. After acceptance the Buyer shall not be entitled to reject the goods on the basis of any defect or failure, which is so slight that it would be unreasonable for the Buyer to reject the Goods.

5.2 Any Goods returned to the Vendor without prior consent will not be accepted by the Vendor and will be returned to the Buyer freight collect.

6 PAYMENT

6.1 Goods shall be accepted on a cash on delivery basis unless the Buyer has a credit account with the Vendor. It shall be at the Vendor's sole discretion whether or not to grant the Buyer a credit account. If the Buyer has a credit account with the Vendor, payment shall be made on the date on which the Vendor issues its invoice (the **Invoice Date**) In the event that the invoice is not paid by the Buyer within 30 days from the Invoice Date then the Vendor shall be entitled to charge interest on the late payments From the Invoice Date at a rate equivalent to the rate prevailing at the Invoice Date as prescribed by the Secretary of State pursuant to section 6 of The Late Payment of Commercial Debts (Interest) Act 1998.

7 RETENTION OF TITLE AND RISK

7.1 The risk in the Goods shall pass to the Buyer on delivery. At that moment, the Buyer shall become responsible for the care and protection of the Goods and shall take out at its own expense adequate and comprehensive all risks cover on the Goods (with a note of the Vendors interest endorsed therein until the Vendor has received payment of the price in full)

7.2 Notwithstanding delivery and the passing of risk in the Goods, title in the Goods (including full legal and beneficial ownership) shall not pass on to the Buyer until the Vendor has received (in cash or cleared funds) Payment in full for all Goods supplied by the Vendor to the Buyer under all contracts between them. Payments of the full price for the Goods shall include the amount of any interest or other sums payable under contracts between the Vendor and the Buyer.

7.3 Until such time as the property of the Goods passes to the Buyer, the Buyer shall hold the Goods as the Vendors **fiduciary agent and bailee**, and shall keep the goods separate from those of the Buyer and third parties and property stored, protected and identified as the vendors property.

Until that time the Buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the Vendor for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored and insured.

7.4 Until such time as the property in the goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Vendor shall be entitled at any time to require the buyer to deliver up the Goods to the Vendor, and if the Buyer fails to do so forthwith, to enter upon any premises or vehicles of the Buyer or any third party where the goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for an indebtedness any of the goods which remain the property of the Vendor.

8 TERMINATION

8.1 The Vendor shall have the right immediately to terminate, or suspend any further deliveries under the contract or any other contract with the Buyer without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement of the contrary if:

8.1.1 The Buyer fails to make any payment when due or breaches any provision of the Contract

8.1.2 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation, or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or the Buyers ceases, or threatens to cease, to carry on business; or the Vendor reasonably apprehends that any of these events is about to occur in relation to the buyer.

8.2 The right of termination given by Clause 8.1 shall be without prejudice to any other right or remedy, of either party in respect of any breach committed under the terms of this Agreement.

9 DEFAULT

The Buyer shall fully and effectively **indemnify** the Vendor against the total expense to the Vendor arising out of the Buyers **breach or breaches** of these conditions of sale. Such expense shall include (without limitation) (1) all expenses incurred by the Vendor in sourcing and building the Goods (2) all court fees (3) all amounts payable to the Vendors professional advisers (payable on an indemnity basis) in pursuing claims against the Buyer for the breach or breaches of these conditions of sale and for enforcing any judgement/s and/or orders (4) all amounts payable to the Vendor's insurers and/or debt recovery agents **in each case** including anticipated sums payable by the Vendor only after payment of any sums from the Buyer.

10 CLAIMS

10.1 The vendor shall not be liable for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special indirect or consequential loss (including loss or damage suffered by the Buyer as a result of an action bought by a third party) even if such a loss was reasonably foreseeable or the Vendor had been advised of the possibility of the Buyer incurring the same. In any event, the Vendor's entire liability under any contract shall be limited to damages of an amount equal to the price of the Goods. The Vendor does not attempt to limit liability for personal injury or death caused by its negligence of its employees or agents.

10.2 Subject to the provision of the **Food Safety Act 1990** and the **Unfair Contract Terms Act 1977**, all warranties, conditions, representations or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Without detracting from the generality of the foregoing, the Vendor shall not be liable in respect of losses arising out of the negligence of the Buyer or the Buyer's failure to store, use or prepare the Goods in accordance with the instructions appearing on the packaging of the Goods.

10.3 To the extent of the law does not permit the liabilities concerned to be excluded and save as otherwise expressly provided, the Vendors entire aggregate for all claims shall be limited to damages of an amount equal to the upper limit of the Vendors liability insurance

11 FORCE MAJEURE

The Vendor shall (1) in any event not be liable for loss of damage and (2) be entitled to cancel or rescind the Contract If the performance of its obligation under the Contract is in any way adversely affected by any cause whatsoever beyond the Vendor's control including (but not limited to) the delays or default of any sub-contractor, war, strike, lock-out, trade disputes, flood, accident to plant or machinery, shortage or materials or labour.

12 GENERAL

12.1 The Vendor may assign its rights and obligations. The Buyer may not assigns its rights and obligations.

12.2 No delay or failure by the Vendor in enforcing any provision of the Contract shall constitute a waiver of the provision or any other provision, No waiver by the Vendor of any breach of the same or any other provision. No waiver by the Vendor shall be effective unless in writing.

12.3 If any provision of the conditions is held by any competent authority to be invalid or unenforceable in whole or in part of the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected.

12.4 These Conditions and the Vendors acceptance of order constitute the entire agreement supersede any prior agreement, understanding, warranty or representation (other than any fraudulent misrepresentation).

12.5 The contract shall be governed by the Laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.

13 DATA PROTECTION ACT 1998

13.1 We may transfer information about you to our financiers, who:

(a) may use, analyses and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us;

(b) from time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;

(c) may give information about you and your indebtedness to the following:

(i) our or their insurers for underwriting and claims purposes;

(ii) any guarantor or indemnifier of your or our obligations to enable them assess such obligations;

(iii) their bankers or any advisers acting on their behalf ;

(iv) any business to whom your indebtedness or our arrangements with our financiers may be transferred – to facilitate such transfer;

(d) may monitor and/or record any phone calls you may have with them, for training and/or security purposes;

(e) in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations.

13.2 We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have a right to receive a copy of certain information they hold about you if you apply to them in writing. However a fee will be payable.