

# Customer Account Application Form

Please complete the application form below to apply for a business credit account with Arco which will entitle you to purchase goods and services with us on credit (payment terms will be advised in writing further to a full credit check). The agreement between us is made up of this application form, the payment terms and Arco's Terms and Conditions of Sale.

**Please note all fields are mandatory.**

<p><b>Company Name and Address</b></p> <p>Company Name:</p> <p>Trading Name (if different):</p> <p>Address:</p>  <p style="text-align: right;">Postcode:</p> <p>Tel No:</p> <p>Company Reg. No:</p> <p>Owner/Partner Full Name(s) inc salutation:</p> <p>Parent/Associated Co's:</p>	<p><b>About your Business</b></p> <p><b>Type of company</b></p> <p>Limited Company          Partnership          PLC          Sole Trader          Public Sector          Other (please state)</p> <p><b>Nature of Business:</b></p> <p><b>No of Employees:</b></p> <p><b>No. of Years Established:</b></p>				
<p><b>Primary Contact</b></p> <p>Title:                      First Name:</p> <p>Surname:</p> <p>Job Title:</p> <p>Department:</p> <p>Email:</p> <p>Tel No:                                      Mob:</p> <p>We would like to keep you up to date with the latest news, updates and offers from Arco. Please indicate with a tick, which methods you are happy for us to use.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Email</td> <td style="width: 25%;">Post</td> <td style="width: 25%;">SMS</td> <td style="width: 25%;">Phone</td> </tr> </table> <p>If you wish to opt in/opt out in future, please email:          customer.informationmanagement@arco.co.uk</p>	Email	Post	SMS	Phone	<p><b>Bank Details</b></p> <p>Bank Name:</p> <p>Address:</p>  <p>Postcode:</p> <p>Account Name:</p> <p>Account No.:                                      Sort Code:</p> <p><b>Expected Monthly Spend: £</b></p> <p><b>Please tell us how you made contact with Arco</b></p> <p>Trade Counter                                      Exhibition          Phone    Other (please specify)          Website</p>
Email	Post	SMS	Phone		
<p><b>Accounts Payable Contact</b></p> <p>Title:                      First Name:</p> <p>Surname:</p> <p>Job Title:</p> <p>Email:</p> <p>Tel No:</p> <p><b>Delivery Address</b></p> <p style="text-align: right;">Same as company address:</p> <p style="text-align: right;">Postcode:</p> <p><b>Billing Address</b></p> <p>Email:</p> <p>You will receive your invoice and statement (including purchase card receipts) by email. If you would like a different address for each please state below.</p> <p>Email address for invoices:</p> <p>Email address for statements (if different):</p>	<p><b>Authorisation:</b></p> <p>All sales are made in accordance with Arco's terms and conditions of sale as these may be amended from time to time. A current version of Arco's terms and conditions of sale are noted overleaf. Either we or you may withdraw from this business credit account at any time upon written notice to the other at which time any credit period will be withdrawn and payments must be made in accordance with Arco's terms and conditions of sale. By signing this you agree to be bound by both the terms of this business account as set out on this business account application form, and Arco's terms and conditions of sale.</p> <p>Signature:  <b>(please type your name or insert electronic signature on digital versions)</b></p> <p>Print Name:</p> <p>Date:</p> <p>Account Managed</p>				

## 1. Arco's Conditions Apply

- 1.1 Unless otherwise specifically agreed in writing by Arco Limited ("Arco"), all quotations and contracts for the supply of goods by Arco are made upon these Conditions of Sale ("the Conditions") which shall at all times override any terms and conditions which the purchaser of such goods ("the Purchaser") imposes or seeks to impose. "The Contract" means any contract made between the parties that incorporates the Conditions.
- 1.2 No terms or conditions endorsed on delivered or contained in the Purchaser's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 1.3 Delivery of any goods following a quotation for supply made by Arco will be made only upon the Conditions. Orders are accepted subject to the Conditions.
- 1.4 Any variation must be approved by an authorised Arco employee and be in writing. Any quotation or estimate is given subject to the Conditions.

## 2. Payment Terms

- 2.1 Terms of payment are 30 days from the date of invoice and in default Arco shall be entitled without notice to the Purchaser (even if the Purchaser has a contract with a third party) to:
  - 2.1.1 terminate any outstanding order or quotation;
  - 2.1.2 withhold and/or suspend supplies; or
  - 2.1.3 reduce the Purchaser's credit limit.
- 2.2 Arco shall also be entitled, at its discretion, to receive payment of any and all monies in respect of goods supplied whether these monies would ordinarily be due for payment at that time or not.
- 2.3 In addition, Arco shall be entitled to claim interest on late payments pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. The Purchaser shall pay the interest together with the overdue amount and the Purchaser will indemnify Arco in respect of all costs incurred by Arco in recovering payment, including the cost of instructing solicitors.
- 2.4 No payment shall be deemed to have been received until Arco has received cleared funds. Time of payment is of the essence.
- 2.5 In the event that the Purchaser tenders payment by cheque and the cheque is subsequently returned by the Purchaser's bankers unpaid, the Purchaser will also indemnify Arco in respect of all resulting bank charges incurred by Arco.
- 2.6 The Purchaser shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by Arco to the Purchaser.
- 2.7 Arco reserves the right to set off, deduct or discount any amounts due from Arco under any other arrangement with the Purchaser against any monies due to Arco under this Contract.

## 3. Prices

- 3.1 All prices displayed in both Arco's printed and online publications are subject to VAT where applicable.
- 3.2 Prices are correct at time of issue and are subject to change without prior notice.
- 3.3 The price charged to the Purchaser will be the prevailing price at the time of ordering.

## 4. Retention of Title

- 4.1 Risk in the goods supplied shall pass to the Purchaser on delivery. Title in such goods shall not pass to the Purchaser until Arco has received payment in full in cleared funds for such goods and any other goods supplied by Arco to the Purchaser for which payment is then due.
- 4.2 Until title to the goods passes, the Purchaser shall hold the goods on a fiduciary basis as Arco's bailee and shall keep them properly protected, insured, clearly identified and stored separately from any other goods (whether or not supplied by Arco). The Purchaser shall not destroy any identifying mark on packaging in the goods. The Purchaser shall notify Arco immediately if it becomes subject to any of the events listed in Condition 12. The Purchaser may resell or use the Goods in the ordinary course of its business.
- 4.3 If before title to the goods passes to the Purchaser, the Purchaser becomes subject to any of the events listed in Condition 12, or Arco reasonably believes that any such event is about to happen and notifies the Purchaser accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Arco may have, Arco may at any time require the Purchaser to deliver up the goods and, if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the goods are stored in order to recover them.

## 5. Delivery

- 5.1 Terms and conditions for delivery are only applicable in the UK. For delivery outside the UK please contact Arco's export department.
- 5.2 Unless otherwise agreed delivery of the goods shall take place at the Purchaser's place of business.
- 5.3 Where Arco makes delivery of the goods to the Purchaser's place of business or any other place as agreed in writing, all charges in relation to carriage, including, without limitation transport costs, insurance and unloading, will at Arco's option, be borne by the Purchaser.
- 5.4 Delivery of the goods shall be completed on the goods arrival at the Purchaser's place of business.
- 5.5 If the Purchaser does not accept delivery of any of the goods when they are ready for delivery then the goods will be deemed to have been delivered, risk passing to the Purchaser (including for loss or damage caused by Arco's negligence) and Arco may:
  - 5.5.1 store the goods until delivery takes place, and charge the Purchaser for all related costs and expenses (including without limitation storage and insurance); or
  - 5.5.2 sell the goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Purchaser for any shortfall below the Contract price.
- 5.6 Any dates specified by Arco for delivery of the goods are intended to be an estimate and time of delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be within a reasonable time. Arco shall not be liable for any delay in delivery of the goods that is caused by an event of force majeure or the Purchaser's failure to provide Arco with adequate delivery instructions or any other instructions that are relevant to the supply of the goods.
- 5.7 Arco reserves the right to deliver in instalments and any failure to deliver one instalment will not entitle the Purchaser to terminate the Contract.
- 5.8 The quantity of any consignment of goods as recorded by Arco upon despatch from Arco's place of business shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary.
- 5.9 Claims for shortages or damaged goods must be made in writing to Arco within 3 days of receipt of the goods.
- 5.10 Claims for non delivery must be made to Arco within 10 days of date of despatch shown on invoice.

## 6. Returns

- 6.1 Notwithstanding any other provision in the Contract, Arco may at its option allow the Purchaser to return the goods upon the following conditions:
  - 6.1.1 that the relevant goods faulty;
  - 6.1.2 that the relevant goods are goods that are ordinarily held in stock at one of Arco's locations;
  - 6.1.3 that the Purchaser notifies Arco within 10 days of delivery of its intention to return the goods;
  - 6.1.4 that the goods are returned to Arco within 15 days of delivery;
  - 6.1.5 Arco and the Purchaser shall agree whether the goods shall be delivered by the Purchaser to Arco or collected by Arco from the Purchaser;
  - 6.1.6 that the goods are undamaged, in the original packaging, with all trademarks or other labelling intact and fully suitable for re-sale;
  - 6.1.7 the Purchaser agrees to pay Arco a 15% handling fee against the return of non-faulty standard goods. This handling fee will be reduced to 7% if the return is processed via Arco's website.
- 6.2 Notwithstanding any other provision in the Contract, Arco may from time to time at its sole option accept the return of non standard, non faulty goods upon separate rates, terms and conditions, to be agreed with the Purchaser in advance of any such return. Non standard goods are goods which are not ordinarily held in stock at one of Arco's locations.

## 7. Quality

- 7.1 Arco warrants that upon delivery the goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 7.2 Subject to Condition 7.3, if:
  - 7.2.1 the Purchaser notifies Arco of the alleged defect within 3 days of the time when the Purchaser discovers or ought to have discovered the defect;
  - 7.2.2 complies with any reasonable request or instruction from Arco;
  - 7.2.3 affords Arco a reasonable opportunity to inspect the relevant goods; and
  - 7.2.4 allows Arco to collect the relevant goods, Arco shall, at its option, replace the defective goods, or issue a credit note in respect of the defective goods.
- 7.3 Arco shall have no liability under the warranty in this Condition in any of the following events:
  - 7.3.1 any defect arising from wilful damage, negligence, abnormal storage conditions;
  - 7.3.2 failure to follow Arco's or the manufacturers instructions whichever is appropriate (whether oral or in writing);
  - 7.3.3 if the total price for the goods has not been paid by the due date for payment;
  - 7.3.4 in respect of any type of defect or damage specifically excluded by Arco by notice in writing; or
  - 7.3.5 if the Purchaser makes any further use of the goods after giving notice in accordance with this Condition.
- 7.4 Except as provided in this Condition 7, Arco shall have no further liability to the Purchaser in respect of the goods' failure to comply with the warranty set out in Condition 7.1.
- 7.5 The terms implied by sections 13 – 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.6 These Conditions shall apply to any repaired or replacement goods supplied by Arco.

## 8. Liability

- 8.1 Nothing in the Conditions excludes or limits the liability of Arco for death or personal injury caused by Arco's negligence, or for fraudulent misrepresentation, or for fraud or under section 2(3), Consumer Protection Act 1987 or for any matter which it would be illegal for Arco to exclude or attempt to exclude its liability.
- 8.2 Subject to Condition 8.1, Arco shall not be liable to the Purchaser whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by Arco, its employees, agents or sub contractors).
- 8.3 Arco's total liability to the Purchaser in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise including losses caused by a deliberate breach of the Contract by Arco, its employees, agents or sub contractors shall not exceed the value of the Contract.

## 9. Services

Any services which are subject to a separate fee and are to be performed by Arco under the Contract are performed in accordance with Arco's terms and conditions of service. A copy of the terms and conditions of services are available upon request.

## 10. Safety and Product Recalls

- 10.0 The Purchaser shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the goods concerning their storage and use and the Purchaser shall refer its employees and its customers to such instructions and guidelines.
- 10.2 The Purchaser should satisfy itself that the persons responsible for the storage and use of any goods supplied by Arco have all the information required on health and safety and Arco shall not be liable to the Purchaser in any civil proceedings brought by the Purchaser against Arco in respect of a breach of the user instructions or any applicable health and safety legislation or any regulations, orders or directions made pursuant to such health and safety legislation in force from time to time or under any directive, regulation, order or other instrument relating to health and safety where such exclusion of liability is permitted by law.
- 10.3 The Purchaser shall keep Arco properly informed of all complaints concerning the goods and shall comply with any directions of Arco in any issues, proceedings or negotiations relating to such complaint.
- 10.4 In the event of any recall of the goods by Arco the Purchaser shall co-operate fully and promptly with any steps taken by Arco under the Condition below.
- 10.5 Arco may at its discretion recall any goods already sold by Arco to the Purchaser, (whether for a refund or credit or for replacement of the goods which shall in each case be undertaken by Arco) and/or issue any written or other notification to the Purchaser about the manner of use of any goods already sold by Arco to the Purchaser. The Purchaser agrees to give all reasonable assistance to Arco or the manufacturer in resisting any claim which may arise under any recall of product by Arco or the manufacturer of such product.

## 11. Force Majeure

Arco reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Arco including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, armed conflict, malicious damage, fire, explosion, flood, epidemic, nuclear, chemical or biological contamination, sonic boom, collapse of building structures, loss at sea, natural disaster, extreme adverse weather conditions, failure of energy, break down of plant or machinery lock-outs, strikes or other labour disputes (whether or not relating to either

party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Purchaser shall be entitled to give notice in writing to Arco to terminate the Contract.

## 12. Termination

- 12.1 Arco may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the Purchaser) immediately suspend further performance of the Contract or cancel delivery of the goods or stop any goods in transit or by notice in writing to the Purchaser terminate the Contract without liability to Arco if:
  - 12.1.1 the Purchaser commits a material breach of any of its obligations under the Contract which is incapable of remedy;
  - 12.1.2 the Purchaser fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by Arco to remedy or desist from such breach within a period of 14 days;
  - 12.1.3 any distress execution or diligence is levied upon any of the Purchaser's goods or property and is not paid out within 7 days of it being levied;
  - 12.1.4 the Purchaser (being a partnership) or the Purchaser's partner offers to make any arrangements with or for the benefit of the creditors of the Purchaser or the Purchaser's partner generally or there is presented in relation to the Purchaser or the Purchaser's partner a petition of bankruptcy;
  - 12.1.5 the Purchaser (being a limited company) is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Purchaser calls a meeting for the purpose of passing a resolution to wind up its company or such a resolution is passed or the Purchaser presents or has presented a petition to wind up or present or have presented a petition or appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of the Purchaser's business, undertaking, property or assets;
  - 12.1.6 the Purchaser ceases, or threatens to cease, to carry on business;
  - 12.1.7 a secured lender to the Purchaser takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security.
- 12.2 Notwithstanding any such termination or suspension in accordance with the above the Purchaser shall pay Arco at the Contract rate all payments subsisting at the time of termination.

## Product Information

- 13.1 Arco has made every effort to ensure that details and information given in both our printed and online publications are accurate at the time of issue but Arco gives no guarantees as to the accuracy or completeness of such information. Full technical specifications are not necessarily included and furthermore, Arco's policy is one of continuous improvement and the right is reserved to alter details and information at any time as the need arises.
- 13.1.2 Accordingly, the Purchaser should check any details and information they wish to rely on with Arco at the time of purchase. Arco accepts no liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon our publications.

## 14. Arco Disclaimer

Any products shown in our printed and online publications do not represent endorsement by Arco of any other products, services or organisations and shall not form part of the Contract.

## 15. Colour Reproduction

The colour reproductions of the garments featured in both our printed and online publications are as accurate as the printing or electronic process will allow.

## 16. Data Protection

Arco will only use personal information as set out in our privacy policy which can be found at [www.arco.co.uk/termsofuse?sp=pp](http://www.arco.co.uk/termsofuse?sp=pp)

## 17. Assignment

- 17.1 The Purchaser shall not be entitled to assign the Contract or any part of it without the prior written consent of Arco.
- 17.2 Arco may assign the Contract or any part of it to any person, firm or company.

## General

- 18.1 Each right or remedy of Arco under the Contract is without prejudice to any other right or remedy of Arco whether under the Contract or not.
- 18.2 Each party agrees to keep secret and confidential all information obtained or disclosed as a result of the relationship of the parties under the Contract.
- 18.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 18.4 Failure or delay by Arco in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 18.5 Any waiver by Arco of any breach of, or any default under, any provision of the Contract by the Purchaser will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 18.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 18.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

## 19. All Rights Reserved

- 19.1 No part of any Arco publication may be reproduced or transmitted in any form or by any means including photocopying and recording, without the written permission of the copyright holder, application for which should be addressed to the publisher.
- 19.2 Such written permission must be obtained before any part of this publication is stored in a retrieval system of any nature.
- 19.3 All prices are subject to VAT. All prices are subject to alteration without notice. Arco reserve the right to amend the Conditions which are subject to confirmation at the time of application.

**Arco Limited, P.O. Box 21,  
Waverley Street, Hull, HU1 2SJ**

**Registered in England No.133804.  
Established 1884.**

