



PLEASE RETURN THIS FORM TO YOUR LOCAL ROLAWN DEPOT OR POST TO ROLAWN LIMITED, ELVINGTON, YORK YO41 4XR

APPLICATION FOR CREDIT ACCOUNT (WHEN COMPLETING PLEASE USE CAPITAL LETTERS)

Depot: _____ USER CATEGORY: _____
DETAILS TO BE COMPLETED BY THE APPLICANT: (eg: Landscaper, Garden Centre, Golf Course etc)
Full name of business: _____ Date: _____
Address: _____ Tel: _____
Postcode: _____ Fax: _____
Contact Name: _____ Mobile: _____
Company Registered No: _____ (if applicable)
Likely level of purchases/month £ _____

If the above business is conducted by either a Sole Trader or a Partnership please show names and home address of all relevant parties below

Name: _____ Name: _____ Name: _____
Address: _____ Address: _____ Address: _____
Tel: _____ Tel: _____ Tel: _____

DETAILS OF THREE TRADE REFERENCES

Name: _____ Name: _____ Name: _____
Address: _____ Address: _____ Address: _____
Tel: _____ Tel: _____ Tel: _____
Fax: _____ Fax: _____ Fax: _____

ORIGINAL APPLICATION FORM MUST BE SIGNED AND RETURNED TO US ACCOMPANIED BY A SHEET OF YOUR BUSINESS LETTER HEAD
Should my application be accepted, I agree to abide by the General Conditions of Sale & Supply for Rolawn Limited which are shown on the reverse of this form. By signing this application I confirm that I am giving consent for a credit report and trade references to be obtained by Rolawn Limited or their agents.
CUSTOMER SIGNATURE: _____ (Director / Company Secretary)
PRINT NAME: _____ DATE: _____
N.B. THE SIGNATORY ABOVE MUST BE A DIRECTOR OR COMPANY SECRETARY TO AUTHORISE THE ACQUISITION OF A CREDIT REPORT

Rolawn Limited

General Conditions of Sale & Supply

OUR AGREEMENT WITH YOU

Each member of the Rolawn Group of Companies only sells or supplies turf or other goods or services on these conditions, which in case of conflict shall override any terms or conditions imposed by you. A contract ("Contract") will only come into being upon acceptance by us of your order.

1 DEFINITIONS AND INTERPRETATION

- 1.1 These conditions shall be interpreted without reference to their headings.
- 1.2 Any provision of these conditions held by a court of law to be invalid shall be severable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these conditions and any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provisions of these conditions.
- 1.3 The provisions of these conditions shall remain in full force and effect notwithstanding that the parties' obligations under the contract may have been performed or discharged.
- 1.4 "Goods" means any items that you order from us, including Turf.
- 1.5 "Turf" means solely turf. It should be borne in mind that Turf is a growing and therefore a changing product.

2 PRICE

- 2.1 For UK sales, all prices quoted are valid for 60 days from the date of the quotation. Quotations and estimates are given without commitment. All orders are subject to availability. Quotations are subject to alteration and/or withdrawal by us provided that notification of the alteration and/or withdrawal will be given to you.
- 2.2 Unless otherwise stated, the price is exclusive of any VAT payable in the United Kingdom.

3 PAYMENT

- 3.1 Unless we agree otherwise in writing our terms of payment are cash on collection or full payment prior to delivery.
- 3.2 We reserve the right at any time to charge interest on a day to day basis (at an annual rate of 4% over the sterling base rate from time to time of Lloyds Bank PLC) from the due date on late payments and as well as after and before any judgment.

4 SPECIFICATIONS

- 4.1 Except where we specifically otherwise agree in writing, the selection and choice of the Goods and the assessment of the Good's suitability and fitness for your purpose is your sole responsibility.
- 4.2 Any specifications, formulations, data, literature and statements as to seed content, seed weight, seed ratios, grass ratios, seed and grass species, suitability, performance or otherwise, issued and descriptions and samples given by us in connection with Goods are offered in good faith but are intended to be approximate only and shall not constitute representations nor shall they become warranties or conditions of the contract.
- 4.3 Any advice or assistance, given by us in any way, in relation to the Goods is given as a gesture of goodwill only and we shall not be liable to you for any such advice or assistance and to the extent we become liable to you or any third party you agree to indemnify us for any losses, costs, damages etc. we may suffer as a result.
- 4.4 Natural products are subject to some variation in colour, size or texture therefore consistency in and between orders cannot be guaranteed.
- 4.5 Turf is supplied on condition that you undertake at all times to take and comply with all instructions and recommendations issued with or contained on or relating to the storage and use of the Turf and all reasonable and prudent precautions, as to care and usage.
- 4.6 Pursuant to our policy of continuous improvements, we reserve the right without notice and without affecting the validity of the Contract, to make such changes in materials, dimensions and specifications as we think reasonable or desirable in all circumstances.

5 AVAILABILITY AND DELIVERY

- 5.1 If we arrange delivery you will be responsible for unloading the Goods and must provide safe access to the point of unloading.
- 5.2 In cases where we make a contract of carriage or arrange for insurance of Goods in Transit we shall be deemed to be acting as your agent and sub-sections 1 and 3 of Section 32 of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) shall not apply.
- 5.3 All Goods must be inspected by you on delivery to your premises or to your delivery address and any alleged shortage or defect which should be apparent on inspection must be reported to us in writing within 48 hours. Defects not apparent on inspection must be notified in writing to us within 3 days. This clause in no way limits clause 5.4.
- 5.4 Due to its changing nature, any apparent shortage or defect in relation to Turf should be reported immediately upon inspection.

6 DELAYS/ABORTIVE DELIVERY

- 6.1 Whilst we will use our reasonable endeavours to meet your delivery dates (if any) set out in the acceptance of order we will not be liable for any delay in delivery beyond our reasonable control and in particular (but without prejudice to the generality of the foregoing) we will not be liable for loss of use, loss of profit or any other consequential loss or damage caused by any such delay in delivery.
- 6.2 We shall be entitled to charge for abortive delivery costs, storage and associated costs should you be unavailable for or refuse or defer delivery.

7 SUSPENSION AND TERMINATION

- 7.1 If:
- 7.1.1 you breach any agreed payment terms including any credit limit;
- 7.1.2 you are in breach of the Contract or any other contract with us; or
- 7.1.3 any event conferring a right of termination under 7.2 below shall have occurred; then in any such case we shall be entitled (without prejudice to our other rights hereunder) to suspend further performance of the Contract for such reasonable time as we shall deem fit and for this purpose to stop any Goods in transit to you.
- 7.2 We may suspend or cancel the whole or any part of the Contract due to the occurrence of a Force Majeure Event (as defined in clause 10.1). If we exercise our right of suspension, you may within 7 days cancel any remaining part of the Contract; conditional on you paying expenses incurred to date and our fair charges. We shall have no liability for any such suspension; and on any such cancellation, whether by us or by you, our liability (if any) is limited to repayment of any part of the price received less our fair charges and any expenses already incurred by us.
- 7.3 We may by notice to you terminate our supply or service obligations if you are in breach of this Contract or any contract with us (such breach if remediable, not having been remedied with 7 days of notice from us) or any judgement against you is unsatisfied for 14 days or (being an individual) you die or commit any act of bankruptcy or (being a corporation) you enter into liquidation or receivership or administrative receivership, or you become unable to pay your debts within the meaning of Section 123 Insolvency Act 1986 or any event analogous to any of the foregoing shall happen in any other jurisdiction and any such termination shall be without prejudice to your obligations and our rights under the contract.

8 RISK AND PROPERTY

- 8.1 Risk of damage to, or loss of, Goods shall pass to you upon receipt of them.
- 8.2 Ownership of the Goods shall not pass to you until Rolawn has received in full all sums due to it in respect of the Goods and all other sums which are or which become due to Rolawn from you on any order.
- 8.3 If you intend to return or exchange the Goods you must take reasonable care of the Goods pending their return to Rolawn.

- 8.4 Until title to the Goods passes to you, Rolawn will keep such Goods insured to their full value. When title to the goods passes to you then all liability for insurance of the goods passes to you. We shall be entitled at any time to inspect and/or repossess our Goods and you will allow and procure for us any necessary access and facilities therefore.
- 8.5 Where the property in the Goods, the subject of the Contract has not passed to you, we may nevertheless maintain an action against you for the purchase price and all other monies owing by you in relation to such Goods notwithstanding Section 49 of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994).

9 LIABILITY

- 9.1 Rolawn will not be responsible for any losses suffered by you which were:
- 9.1.1 not foreseeable to Rolawn and you when you purchased Goods; or
- 9.1.2 not caused by any breach on the part of Rolawn;
- 9.1.3 caused by you during the unloading of the Goods in accordance with clause 5.1.
- 9.2 Nothing in this Contract excludes or limits the liability of Rolawn for fraudulent misrepresentations or death or personal injury caused by the negligence of Rolawn or its employees.
- 9.3 Where Goods have been used for purposes related to your trade, business or profession the following limitations of liability shall apply: -
- 9.3.1 Rolawn will not be responsible for any consequential loss or damage including (without limitation) loss of profit, loss of business, loss of contracts, loss of opportunity, loss or depletion of goodwill, costs or expenses (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) that might arise.
- 9.3.2 Our sole liability to you shall be either to deliver replacement Goods to your premises or refund or give credit for the invoice price.

PLEASE NOTE THAT ROLAWN ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR IF THE TURF IS NOT ROLLED OUT IMMEDIATELY IN SPRING/SUMMER AND WITHIN 24 HOURS IN AUTUMN/WINTER

10 DATA PROTECTION

- 10.1 To enable us and other companies in our group to make credit decisions about you and the people with whom you are financially associated, we may search the files of credit reference agencies (who will record the search). We may disclose information about how you conduct your account to such agencies and your information may be linked to records relating to other people living at the same address with whom you are financially linked.
- 10.2 Other credit grantors may use this information to make credit decisions about you and the people with whom you are financially associated, as well as for fraud prevention, debtor tracing and money laundering purposes. If you provide false or inaccurate information and we suspect fraud, we will record this.

11 FORCE MAJEURE

- 11.1 Rolawn cannot be held responsible for any failure to deliver the Goods due to anything that is beyond its reasonable control ("Force Majeure Event") including but not limited to fires, explosions, severe weather, industrial disputes (of its own or other employees), insurrection, riots, embargoes, raw material shortages, delays in transportation, requirements or regulations of any civil or military authority, war (whether declared or not), civil unrest and terrorist action. Rolawn shall have no liability towards you for any loss or damage that you may suffer as a result of circumstances beyond Rolawn's reasonable control.
- 11.2 Rolawn reserves the right to defer the date of performance or cancel any agreement under this Contract without liability to you if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event provided that if the event in question continues for a continuous period in excess of 30 days, either party shall be entitled to give written notice to Rolawn to cancel such agreement and obtain a refund of any sums paid.

12 INSTALMENTS

- 12.1 If it is agreed that the Goods are to be collected or delivered in instalments each instalment shall be deemed to be a separate contract and no failure of or delay in delivery of one instalment nor any defect in the contents thereof shall entitle you to treat the Contract as repudiated with regard to any remaining instalments or shall entitle you to defer payment for any such remaining instalments.
- 12.2 If at any time payment is outstanding for Goods already delivered to you under such instalments, we reserve the right to suspend delivery under further instalments until payment has been received in full.

13 OUTSIDE WORK

- 13.1 If we should undertake work, or provide labour or any other service ("Services") (which we may subcontract) at your premises or elsewhere (not in our exclusive occupation) you shall indemnify us against all liability (including without limitation in respect of employee or other third party claims) arising directly or indirectly from defects in or unsuitability of the works or site or of apparatus or plant (other than that provided by us) or from negligence or breach of statutory duty on your part or that of your employees or any other third party (other than our own employees) and howsoever arising.

14 GENERAL

- 14.1 If for any reason a court finds any provision of these Conditions to be invalid or unenforceable, then these Conditions shall continue in force except for those parts of the invalid or unenforceable provision that have to be deleted to enable the remaining parts, and the other provisions, to be valid and enforceable.
- 14.2 Failure or delay by Rolawn in enforcing or partially enforcing any provision of these Conditions will not be construed as a waiver of any of its rights under them.
- 14.3 Any waiver by Rolawn of, or any default under, any provision of these Conditions by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these Conditions.
- 14.4 Any notice required to be given to Rolawn shall be in writing and sent by post or by e-mail unless otherwise notified. Any notice required to be given to you by Rolawn shall be in writing and sent by post or email to the addresses that you provided when ordering the Goods, unless otherwise notified.
- 14.5 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 14.6 You may not assign the Contract or any rights under it without our prior written consent.
- 14.7 These Conditions shall be governed by English law. You submit and Rolawn submits to the non-exclusive jurisdiction of the English Courts.
- 14.8 Any agreement between you and Rolawn is made under these Conditions, and this constitutes the entire agreement and understanding of you and Rolawn and supersedes any previous agreement between you and Rolawn relating to the subject matter of such agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.
- 14.9 You acknowledge that Rolawn may change these Conditions from time to time. The terms which apply to your purchase of the Goods will be the Conditions which were in force on the date you placed your order.