

BUILDLOAN
A DIVISION OF BUILDSTORE

Broker Name.....

Broker Contact No.....

Client App ID.....



BUILDSTORE TRADE CARD



SELF BUILD • RENOVATION • HOME IMPROVEMENT

www.buildstore.co.uk

THANK YOU FOR YOUR INTEREST IN TRADE CARD FROM BUILDSTORE

When you become a member of Trade Card you can take advantage of all this:

- **Access to trade prices** – more than 400,000 product lines from some of the country's top merchants and manufacturers
- **Vast choice of suppliers** – everything you need for your project from bricks, timber and insulation to electricals and kitchens
- **Improved cashflow** – higher credit limits if you want them
- **Access to expert advice** – throughout your project your dedicated account manager is there to help and support you
- **Keeping you up to date** – receive regular updates on special offers and new Trade Card partners plus hints, tips and advice

**FREE ENTRY TO THE NATIONAL SELF BUILD & RENOVATION CENTRE
SWINDON M4, JUNCTION 16**

Your Trade Card entitles you to free entry to The National Self Build & Renovation Centre. In the Centre you can see a huge range of materials, products and services for all stages and types of build project. From bricks to the latest in-home entertainment – it's all under one roof. Order samples and request information during your visit and talk to experts at our free events and seminars.

With your Trade Card you can visit the Centre as many times as you like for free – simply show your card each time you register at reception.

- **Exhibits and displays:** Education Zone, Renovation Zone, Potton Show Home, Design Zone, Trade Village
- **Expertise and support:** Plotsearch, Finance, Trade Referral Desk
- **Plus:** Audio tours, Seminars, Demonstrations



"The BuildStore Trade Card has made dealing with merchants much easier and I reckon I've saved a fortune on the prices overall. I'll continue to use the Trade Card on future projects"

Andy Yull, Norfolk

MEMBERSHIP OF TRADE CARD IS FLEXIBLE AND FREE

- When you sign this form and send it back to us we contact our partners who in most cases set up a special Trade Card account for you
- We write to you to confirm your account numbers and send you your Trade Card
- Your Trade Card account manager will contact you to check that you have received everything and is there to help you get the most from your membership of Trade Card throughout your project
- The Trade Card is not a credit card, it should be shown when visiting merchants trade counters as proof of membership
- You choose which partners you do business with, you are under no obligation to spend
- You decide whether to take advantage of the higher credit limits we have negotiated for you as a Trade Card member
- You can choose how you pay

Any problems or if you need some advice just give us a call on 0845 223 4449.

Visit www.buildstore.co.uk/materials for the latest information on all Trade Card partners.



HERE IS JUST A SMALL SELECTION OF OUR PARTNERS...



Wolseley Group – the UK's leading distributor of heating and plumbing products and major supplier of building materials



Sheffield Insulation – the leading UK specialist distributor of insulation and related materials



SIG Roofing – largest supplier of roofing products in the UK



PTS – one of the leading plumbing and heating merchants in the UK



Magnet – fitted kitchens



Carpetright – can help you choose the best Carpets, Laminate, Vinyl and Rugs

CREDIT APPLICATION FORM

Please detach and retain the Terms and Conditions page. Then complete this application form and return it to us, a FREEPOST envelope has been provided.

BuildStore

TRADECARD

To open your account simply complete this application form. If you have any questions or problems completing this form please feel free to contact the Trade Card team on 0845 223 4449.

IMPORTANT

Please remember* to enclose copies of the following documents:

- A recent utility bill or bank statement which shows your current address
- Verification of your signature with a photograph i.e. passport or drivers licence (please blank out any sensitive information)

In addition, if you would like to obtain a credit level of up to £15,000 also send the following verification:

- Evidence of finance i.e. mortgage offer or bank statement*

*If you are a BuildStore Finance customer you don't need to enclose the items, just sign and return the form.

CLIENT IDENTITY (office use only):

Please complete the following application in **BLOCK CAPITALS** (except for case sensitive email addresses) and include STD codes with all telephone and fax numbers and return to:

Freepost Plus RLUY-RKXU-ZCXR
BuildStore National Self Build & Renovation Centre
TRADE CARD SERVICES
Lydiard Fields
Great Western Way
Swindon
SN5 8UB

Telephone 0845 223 4449
Fax 0845 223 4666
www.buildstore.co.uk

SECTION 1 – PERSONAL DETAILS

Name

Date of birth

Full postal address*

Postcode

Owned Rented Leasehold

Length of time at this address years months

Previous address (if less than 3 years at present address)

Postcode

Tel (daytime)*
(evening)

Fax

Mobile*

Email*

SECTION 2 – YOUR BUILD PROJECT

Plot number (if applicable)

Site address (if self build or different to your current address)

Postcode

What is your land/project status? (please tick)

Own the land/project

Offer accepted on land/project

Found land but not yet purchased

No land/project yet

Is this application from a company? YES NO

If yes, please contact the Trade Card team on 0845 223 4449 and request a separate company application form.

*It is important that you give us as much contact information as possible. Your Trade Card account manager will keep up to date with you and your project mainly by phone. Trade Card member communications letting you know about the latest savings and special offers will mainly be by email and sometimes mail.

SECTION 3 – YOUR BUILD PROJECT

Estimated start date Month Year

If you have already started your project what stage is your build currently at?

Estimated build/project time Months

Type of project New build Renovation Home improvement
Conversion Extension Other (please specify)

Type of construction Traditional Timber Frame SIPS Other (please specify)

Name of timber frame company (if appropriate)

Management of project Self Managed Project Manager Builder

Other (please specify)

What will the completed size of the property be? Sq ft Sq M

Name, address and telephone number of your builder or project manager/co-ordinator

Postcode Tel

What is the overall budget for your project?

Overall budget £ Budget for materials £ Budget for land £

If applicable, what is your overall budget for timber frame kit? £

How much do you expect to spend on your kitchen?

Up to £3,000 £3,000 - £10,000 £10,000 - £25,000 £25,000+

How much do you expect to spend on your bathroom(s) £

How many of the following rooms will the property have?

Bedrooms Public rooms Utility rooms Bathrooms Kitchen/s Garage/s

Is your finance with BuildStore?* YES NO If you have not financed your project through BuildStore and wish to apply for a credit level of up to £15,000, you will need to enclose evidence of the funding/finance you have available for your project.

If no, how is your project being financed/funded? Using own savings Using equity in existing property

Other Lender Amount of Loan £

At what stage is your Planning Permission application?

Outline (applied) Outline (received) Detailed (applied) Detailed (received)

On which date was the application made? or When do you expect to submit your application?

When do you expect Detailed Planning Permission (DPP) to be granted?

Do you have Building Regulation approval? Yes No

If no, when do you expect to receive it?

SECTION 4 – AUTHORITY TO ORDER MATERIALS

If you wish a partner, or people other than yourself to place orders with merchants or suppliers on your behalf, those nominated need to sign here.

Full name (please print)

Full name (please print)

Signature

Signature

SECTION 5 – DECLARATION, CHECKLIST, DATA PROTECTION

DECLARATION

I/We the undersigned apply to BuildStore Financial Services Limited, acting as agent for and on behalf of the Suppliers (as set out in the conditions, which are amended from time to time, under the heading "Suppliers") for credit facilities from each of the individual Suppliers and declare that the information given by me/us is correct. I/we have read the attached terms and conditions (the "Conditions") of sale contained in this form and, should credit terms be granted by any of the Suppliers, agree to trade solely under these conditions. I/we accept liability for any goods or services ordered on my/our behalf by myself/ourselves, and I/we acknowledge that I/we will be trading with each of the Suppliers separately and independently.

I/We acknowledge that BuildStore Financial Services Limited, as agent on behalf of the Suppliers and/or the Supplier who have extended credit facilities to me/us, reserve the right to terminate this agreement forthwith by written notice upon a breach by me/us of any of the Conditions and all amounts then outstanding to the relevant supplier will become due forthwith by me/us to them. I/We agree that any certificate issued by BuildStore Financial Services Limited as agent on behalf of the relevant Suppliers or the relevant Supplier stating all sums due by me/us to the relevant Supplier or Suppliers shall in the absence of manifest error be binding. Following such notice by BuildStore Financial Services Limited as agent on behalf of the relevant Supplier or by the Supplier's, interest will be charged on a daily basis until the relevant account held with the relevant Supplier has been paid in full (see terms and conditions). I/we the undersigned acknowledge that the Suppliers are relying on the statements made in this application in deciding whether to offer credit to me/us.

USE OF YOUR INFORMATION

I/We have a right to know how BuildStore Financial Services Limited and the Suppliers will use personal information supplied to them and accordingly I/we acknowledge that it is important that I/we read the notice below carefully before completing the application. By my/our sending the application for processing I/we agree to the use of the information provided as set out.

The information provided by me/us will be used by BuildStore Financial Services Limited and the Suppliers (who ever they may be from time to time, including anyone to whom any Supplier transfers its rights and responsibilities) for the purposes of assessing my/our application and can be held by BuildStore Financial Services Limited and any of the Suppliers (or their assignees) on paper and/or computer and/or other electronic forms or on such other formats as BuildStore Financial Services Limited and the Suppliers may require. Where I am/we are disclosing information about a partner, I/we confirm that I am/we are entitled to do so.

I/We acknowledge that BuildStore Financial Services Limited and the Suppliers may search the files of credit/reference agencies who will supply credit information, as well as information from the Electoral Register. Such credit/reference agency may add details of searches to any credit record they hold or any Supplier holds. Additionally, records relating to any partner I/we may have may be financially linked to me/us and if so, will be assessed as part of my/our application.

As a result of sending in this application and joining the BuildStore Trade Account scheme I/we acknowledge that BuildStore Financial Services Limited and the Suppliers may pass all information received by any of them to each other and to contact me/us by phone, letter, email, or fax to inform me/us about products or services in which they think I/we would be interested and for such other reasons as BuildStore Financial Services Limited and/or any of the Suppliers may deem appropriate.

I/We agree that BuildStore Financial Services Limited and/or any of the Suppliers may send offers, marketing and other information and communications not directly related to the TradeCard to me/us by phone, letter, email, fax or SMS from time to time on the basis of the Conditions and my/our selected data choices. I/We acknowledge that we have the right to opt out of receiving such communications at any time by written notice to BuildStore Financial Services Limited.

I/We do not wish to be contacted by:

Telephone Fax Mail
 Email Mobile SMS

Note: Please tick the appropriate boxes

BuildStore Financial Services Limited and the Suppliers have the right to pass the information provided by me/us to any of them to other selected third parties (including persons who may become Suppliers who are deemed appropriate by BuildStore Financial Services Limited and/or any of the Suppliers and I/we acknowledge that they can and I/we consent to their contacting me/us with offers of goods or services (or other marketing reasons) which may be deemed to be of interest.

Under the Data Protection Act, I/we acknowledge that I/we have the right to apply for a copy of all the information held by BuildStore Financial Services Limited and/or the Suppliers (for which BuildStore Financial Services Limited and/or the Suppliers may charge a fee) and to correct any inaccuracies. Due to training requirements, I/we acknowledge that some telephone calls may be monitored and/or recorded.

CHECKLIST

Before signing the declaration and returning the form, please complete the following checklist:

- I/We have read and detached the terms and conditions of sale;
- I/We have read and completed my/our data protection information;
- I/We have enclosed copies of*
 - Evidence of the funding/finance I/we have available for the project;
 - Two recent utility bills not more than 3 months old and showing my/our name(s) and address(es). (If such utility bills do not show both names of joint applicants, two such bills will be required from each applicant).
 - One form (each) of photographic identification with signature (passport, driving licence, credit card)

Name(s)

Signature(s) Date

*If you are a BuildStore Finance customer you don't need to enclose the items, just sign and return the form

SECTION 6 – SOURCE DETAILS

Where did you hear about BuildStore Trade Card?

National Press Which? Other Please specify
 Self Build Magazine Which? Website Which?
 Self Build Exhibition Which? Search Engine
 Visitor's Centre Which? Email

PLEASE KEEP THIS PAGE FOR YOUR INFORMATION

TERMS AND CONDITIONS

Our terms and conditions are here for your information. Please do read them before you sign the declaration. When you have signed the declaration, please detach these terms and conditions and keep them for your reference. Nothing in these terms affects your statutory rights.



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

General definitions:

"BuildStore Financial Services Limited"	means the company of that name with registered number 350345 and having its registered office at Unit 1 Kingsthorpe Park, Houstoun Industrial Estate, Livingston, West Lothian, EH54 5DB
"BuildStore Supplier Order Procedure"	means when you are using your Trade Account to order Goods directly from a Supplier, the procedure which applies.
"the Defect"	means any condition and/or any attribute of the Goods and/or any other circumstances which but for the effect of these Terms would have entitled You to damages.
"the Goods"	means the goods – or, where the context permits, the services – to be supplied by the Supplier.
"Participating Supplier"	means a Supplier who operates a Trade Account through the BuildStore card scheme.
"Supplier"	means any merchant, manufacturer, supplier, key partner or other party who supplies the goods, referred to in the application form under the heading Suppliers and is set out in the terms and "Supplier" means any number of such Supplier.
"the Terms"	means the terms and conditions set out in this document (and as amended from time to time by BuildStore Financial Services Limited and any special terms agreed in writing between BuildStore Financial Services Limited as agent for and on behalf of the Suppliers and You.
"Trade Account"	means the credit account maintained by the relevant Supplier for Your benefit
"We" "Us" and "Our"	means the relevant Supplier for orders through the Trade Account.
"You" and "Your"	means the person who is seeking to purchase Goods from Us. means the company of that name with registered number 350345 and having its registered office at Unit 1 Kingsthorpe Park, Houstoun Industrial Estate, Livingston EH54 5DB

2. THE CONTRACT

- The contract is between You and the relevant Supplier who you have a credit account with.
- BuildStore Financial Services Limited is not involved in the contract unless as an agent of the Supplier and accepts no liability in respect of any sales activity.
- We only accept orders under these Terms. They may not be altered other than with the written agreement of BuildStore Financial Services Limited as agent for and on behalf of the Suppliers.
- Orders once made may be cancelled only with Our written agreement. You will indemnify Us against all costs, claims, losses or expenses incurred as a result of that cancellation.
- You shall be responsible to Us for ensuring the accuracy of the terms of any order, including any applicable design drawing or specification provided to Us by You. You are also responsible for giving Us any necessary information relating to the Goods within a sufficient time to enable Us to perform the contract in accordance with the Terms.
- It is Your responsibility to know the nature and performance of the Goods, including any harmful or hazardous effects which their use may have.
- We take every precaution in preparing our catalogues, technical circulars, price lists and other literature. However, these documents are for your general guidance only. Statements included in these documents (in the absence of fraud on our part) shall not constitute representations by Us (or the supplier) and We shall not be bound by them.
- If You require advice (including Health and Safety information) about the Goods you shall make a specific written request. Any advice given in writing by BuildStore Financial Services Limited as agent on behalf of the relevant Supplier or by the relevant Suppliers in response to such a request shall amount to a representation made by the relevant Supplier only and the relevant Supplier (and no other) shall be liable to you accordingly.
- We shall not be liable in respect of any misrepresentation made by Us, Our employees or agents, to You, your employees or agents, about the condition of the Goods, their fitness for any purpose or as to quantity or measurements, unless such representation is fraudulent.
- To avoid any doubt, Our liability for damages for misrepresentation (other than fraudulent) is excluded or limited by clause 8 of the Terms, and the relevant Supplier will only be liable for the relevant warranty or representation made.
- The opening of a BuildStore Trade Card Account may action the opening of a number of BuildStore Trade Accounts with the Suppliers. These accounts will be opened and made ready for Your use, should You choose to use them and the relevant Supplier agrees to their being opened. The various accounts with the relevant Suppliers are accessible through your BuildStore Trade Card.

3. PRICE

- The price of the Goods shall be as published in Our price list current at date of delivery of the Goods. The price excludes VAT. This shall be due at the rate ruling on the date of a VAT invoice.
- Prices listed or quoted are based on the costs at the time when they are given or agreed. We shall be entitled to adjust the price of the Goods at the time of delivery to cover any increase sustained by Us after the date of acceptance of Your order and any direct or indirect costs of making, obtaining, handling or supplying the Goods.
- Prices listed or quoted are applicable to the quantity specified and on the information provided by You at the time of order. In the event of orders being placed for lesser quantities, or if there is any change in specification or delivery dates, or if there is a delay caused by Your instructions or lack of instructions We shall be entitled to adjust the price of the Goods as ordered to take account of the variations.
- We shall have the option of supplying any Goods ordered by You in imperial measurements in the nearest equivalent metric measurements. If the Goods so ordered are ordered in imperial measurement and delivered in metric measurement such goods may be invoiced or charged by Us in metric or imperial measure allowing for necessary conversions.

4. PAYMENT

- Unless the sale is for cash or other credit terms have been agreed in writing with BuildStore Financial Services Limited as agent for and on behalf of the relevant Supplier, or with the relevant Suppliers all accounts are due for payment on the last day of the month, following the month in which the Goods are delivered.
- Suppliers will accept payment of accounts by Credit Card subject to a 2% surcharge.
- Late payments will incur interest at the rate of 8% per annum above the base rate of Barclays Bank Plc in force from time to time from the due date until the date of payment after, as well as before, judgment.
- Credit facilities may be withdrawn or reduced at any time at Our sole discretion.
- Even if We have previously agreed to give You credit, We reserve the right to refuse to execute any order or contract if the arrangements for payment or Your credit rating is not satisfactory to Us. At Our discretion We may require security satisfactory to Us or payment for each consignment when it is available and before it is dispatched, in which case delivery will not be effected until We are in receipt of security or cleared funds as requested by Us.
- In the case of delivery of less than the full amount ordered, You will remain liable to pay the full invoice price of all Goods delivered or available for delivery.
- You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have, or allege to have, for any reason whatever.
- We shall be entitled at all times to set off any debt or claim of whatever nature which We may have against You against any sums due from Us to You.

5. DELIVERY

- Delivery will be effected when the Goods leave Our premises, whether carried by us by or an independent carrier, or when they leave the premises of Our supplier when the Goods are delivered direct from Suppliers.
- Delivery dates are given in good faith but are estimates only.
- Time for delivery shall not be of the essence of the Contract.
- To avoid any doubt, and without detracting from any other provisions of these Terms, We shall not be liable for any damages whatsoever, whether direct or indirect (including for the avoidance of doubt any liability to any third party), resulting from any delay in delivery of the Goods, or failure to deliver the Goods in a reasonable time whether such delay or failure is caused by our negligence or otherwise howsoever.
- We reserve the right to make delivery by installments and tender a separate invoice in respect of each installment. Our failure to deliver any one or more installments, or any claim by You in respect of any one or more installments, shall not entitle You to treat the Contract as a whole as repudiated.
- The price agreed includes Our normal delivery charges. However, We may make an additional charge if We incur further costs or expense such as (but not limited to): i) those caused by delivery of less than a full load; ii) complying with Your request for delivery outside Our normal delivery patterns or trading hours or by installments; iii) orders of small value which are not economical for Us to deliver free.
- You must provide the necessary labour for unloading the Goods – and unloading is to be completed with reasonable speed. If our delivery vehicle is kept waiting for an unreasonable time, or is obliged to return without completing delivery, or if We provide additional staff to unload Goods, an additional charge will be made.
- You may collect Goods from Us during Our trading hours. If they are not collected within 14 days from when We notify (our Supplier notifies) You that they are available, a storage charge will be payable before the Goods are released.
- If You fail to take delivery, accept or collect the Goods within the agreed time, at Our discretion, We may make an additional charge, invoice You for the Goods, or treat the contract as repudiated and, in any case, recover Our losses from You.

- 5.10 If you collect Goods from Us You are solely responsible for the size, weight and positioning of the load on the vehicle and shall indemnify Us in respect of all costs, claims, losses or expenses We may incur as a result of Your collecting the Goods including any resulting from Our negligence.
- 5.11 If the Goods are to be deposited other than on Your private premises, You shall be responsible for compliance with all regulations, and for all steps which need to be taken for the protection of all times of persons or property.
- 5.12 We shall make a charge for packaging, including crate cases and pallets, which shall be credited if the crate cases or pallets are returned – carriage paid – in good condition within seven days of delivery. Polythene sacks are not returnable.
- 5.13 You will indemnify Us in respect of all costs, claims, losses or expenses We may incur as a result of delivery in accordance with Your instructions. This indemnity will be reduced in proportion to the extent that such costs, claims, losses or expenses are due to Our negligence.

6. INSPECTION

- 6.1 You shall inspect the Goods at the place and time of unloading or collection, but nothing in these Terms shall require You to break packaging and/or unpack Goods which are intended to be stored before use.
- 6.2
- 6.2.1 You must advise Us by telephone immediately and give Us written notice within three working days of unloading of any claim for a delivery where such delivery contains a quantity of Goods which are less than that which was ordered.
- 6.2.2 If You do not give Us that notice within that time, the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.
- 6.2.3 You shall not be entitled, and irrevocably and unconditionally waive any rights to reject the Goods or claim any damages whatsoever, for deliveries, where such delivery had been of a quantity less than that which has been ordered, howsoever caused.
- 6.2.4 Our liability for deliveries at less than the amount ordered is limited to making good the shortage.
- 6.3
- 6.3.1 Where it is, or would have been, apparent on a reasonable inspection that the Goods are not in conformity with Contract or (where the Contract is a contract for sale by sample) that the bulk does not compare with the sample, You must advise Us by telephone immediately, and give Us written notice within three working days of inspection.
- 6.3.2 If You fail to give Us that notice within that time, the Goods will be deemed to have been accepted and You shall not be entitled, and irrevocably and unconditionally waive any right to reject the Goods.
- 6.3.3 If You fail to give Us that notice within that time, Clause 8 shall have effect. that time, Clause 8 shall have effect.

7. TITLE AND RISK

- 7.1 Risk in the Goods shall pass to You when the Goods are delivered.
- 7.2 The property in the Goods shall remain with Us until You pay all sums due to Us, whether in respect of this Contract or otherwise.
- 7.2.1 Where the goods have been hired under a Hire Agreement with the supplier the property in the goods shall remain with the Supplier and Risk in goods remains with the client until returned to the Supplier.
- 7.3 Until title passes in accordance with 7.2
- 7.3.1 You shall hold the Goods as Our fiduciary agent and bailee.
- 7.3.2 The Goods shall be stored separately from any other goods and You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods.
- 7.3.3 We agree that You may use or agree to sell the Goods as principal and not as agents in the ordinary course of Your business subject to the express condition that at Our direction, the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for Us and not mixed with any other monies, or paid into an overdrawn bank account and shall at all times be identifiable as Our money.
- 7.4 We shall be entitled, at any time, to recover any or all of the Goods in Your possession to which We have title and for that purpose, We, and Our employees or agents may, with such transport as is necessary, enter upon any premises occupied by You, or to which You have access and where the Goods may be, or are believed to be, situated.

8. LIABILITIES

- 8.1 Nothing in these Terms shall exclude or restrict Our liability for death or personal injury resulting from Our negligence or Our liability for fraudulent misrepresentation.
- 8.2 Subject to Clause 8.1 of these Terms, We shall not be liable by reason of any misrepresentation (unless fraudulent) for any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for damages whatsoever. Instead of liability in damages, We undertake liability under Clause 8.3 below.
- 8.3 Where but for the effect of Clause 8.2 of these Terms You would have been entitled to damages against Us, We shall not be liable to pay damages but subject to the conditions set out in Clause 8.4 below shall, at our sole discretion, either repair Goods at Our Own expense, or supply replacement Goods free of charge or refund all (or where appropriate part) of the price paid for the relevant Goods.
- 8.4 We will not be liable under Clause 8.3:-
- 8.4.1 if the Defect arises from wear and tear;
- 8.4.2 if the Defect arises from wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods, failure to follow British Standard or industry instructions relevant to the Goods, or storage of the Goods unsuitable conditions (but this sub-clause shall not apply to any act or omission on Our part);
- 8.4.3 unless after discovery of the Defect We are given a reasonable opportunity to inspect the Goods before they are used, or in any way interfered with. For the avoidance of doubt, We acknowledge that the costs of suspending works are relevant to the determination of what is a reasonable opportunity and this sub-clause shall not apply to any works affecting the Goods, which it may be reasonably necessary to carry out in the interests of safety and/or emergency measures;
- 8.4.4 if the Defect would have been apparent on a reasonable inspection under Clause 6.1 of these Terms at the time of unloading, unless You advise Us by telephone immediately and written notice of any claim is given to Us within three working days of the time of unloading; or
- 8.4.5 the Defect is discovered within four months from the date of delivery and We are given written notice of the Defect within three working days of it being discovered.
- 8.5 If the Goods are not manufactured by Us, or have been processed or milled by a third party – whether or not at Our or Your request – Our liability, in respect of any defect in workmanship or materials of the Goods, will be limited to such rights against the manufacturer or the third party as We may have in respect of those Goods.

- 8.6 If the Goods are manufactured, processed or milled by Us to the design quantity measurement or specification of You or your agents then:-

- 8.6.1 Subject to Clause 8.1 of these Terms, We shall not be under any liability for damages whatsoever, or under Clause 8.3 of these Terms as the case may be except in the event of:
- 8.6.1.1 fraudulent misrepresentation;
- 8.6.1.2 misrepresentation where the representation was made or confirmed in writing by Us;
- 8.6.1.3 non-compliance with such design quality measurement or specification;
- 8.6.1.4 breach of a written warranty issued by BuildStore Financial Services Limited as agent on behalf of the relevant Suppliers that the Goods are fit for that purpose; or
- 8.6.1.5 a claim maintainable against Us pursuant to Clause 8.1 of these Terms.
- 8.6.2 You will unconditionally, fully and effectively indemnify Us against all loss damages costs on an indemnity basis and expenses awarded against, or incurred by Us in connection with, or paid, or agreed to be paid, by Us in settlement any other claim for infringement of any patents, copyright design, trademark, or any other industrial or intellectual property rights of any other person; and
- 8.6.3 You will further unconditionally, fully and effectively indemnify Us against all loss damages costs on an indemnity basis and expenses awarded against, or incurred by Us in connection with, or paid, or agreed to be paid, by Us in settlement of any other claim arising from any such manufacturing processing or milling including – but not limited to – any defect in the Goods. This indemnity will be reduced in proportion to the extent than such loss damage costs and expenses are due to Our negligence.

- 8.7 You will unconditionally, fully and effectively, indemnify Us against all loss damages costs on an indemnity basis and expenses awarded against or incurred by Us in connection with, or paid, or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion; to the extent that such loss damage costs and expenses are due to Our negligence.

- 8.8 Without prejudice to any other provisions in these Terms: in any event, Our total liability for any one claim, or for the total of claims arising from any one act of default on Our part (whether arising from our negligence or otherwise) shall not exceed the purchase price of the goods – the subject matter of any claim.

- 8.9 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976, as amended) the statutory rights of the buyer are not affected by these Terms.

9. NON-PAYMENT/INSOLVENCY

- 9.1 'Insolvent' means where You are :- (i) a company (incorporated under the companies acts in the VIC) You becoming unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986; the levying or the threat of execution or distress on any of your property; the appointment of a receiver or administrative receiver over all, or any part, of Your property; a proposal for a voluntary arrangement or compromise between You and Your creditors, whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding-up or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction; the presentation of a petition for Your winding-up, or for an administration order or for the appointment of an administrator in relation to You. If You suffer any analogous step or proceedings under foreign law or You are ceasing, or threatening to cease to carry on Your business; or (ii) an individual or partnership any steps are taken towards the appointment of a trustee in bankruptcy or a trustee in bankruptcy is appointed in respect of You.
- 9.2 If You fail to pay the price for any Goods on the due date or fail to pay any sum due to Us under any contract on the due date or You become insolvent or if You are a limited company or partnership and there is a material change in Your constitution or You commit a material breach of these Terms and fail to remedy that breach, all sums outstanding between You and Us shall become immediately payable, and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy we may have):
- 9.2.1 require payment in cleared funds in advance of further deliveries
- 9.2.2 cancel or suspend any further deliveries to You under any contract without liability on Our part; or
- 9.2.3 without prejudice to the generality of Clause 7 of these Terms, exercise any of Our rights pursuant to that clause.

- 9.3 If We reasonably incur third party costs, such as tracing or debt collection agency costs, or seek to take legal proceedings to enforce Our rights as a result of your breach of these Terms – including but not limited to – recovery of any sums due, You will reimburse Us such reasonable agency costs or legal costs incurred on an indemnity basis.

10. GENERAL

- 10.1 These Terms shall be governed and interpreted according to the Law of England and Wales and You agree to submit to non-exclusive jurisdiction of the English Courts.
- 10.2 We shall not be liable for any delay or failure to perform any of Our obligations in relation to the Goods due to any cause beyond our reasonable control including industrial action.
- 10.3 The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach, nor a waiver of any subsequent breach of the same, or any other provision.
- 10.4 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable, the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in full force and effect.
- 10.5 We may assign, novate, or sub contract all or any part of these Terms and You shall be deemed to consent to any novation. These Terms are personal to You and You may not assign all or any part here of.
- 10.6 Nothing in these Terms is intended to, or will grant any right to, any third party to enforce these Terms, be it express or implied.
- 10.7 In accepting BuildStore Trade Account Terms and Conditions of Sale the BuildStore Trade Account Clients hereby accept the Terms & Conditions of the Supplier with whom their account is held. Where the Supplier terms contradict the BuildStore Trade Account Terms and Conditions of Sale the Supplier terms take precedent.

Please remove and retain these terms and conditions for Your future reference.

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