

EWE Plastics: Trading Application Form

“Customer” details:

Trading name (or company name) _____

Delete as appropriate: Limited or Sole Trader or Partnership _____

Trading Address _____

Post Code _____

Telephone _____

Mobile _____

Email _____

Ltd Company only: Registration Number _____

Credit Limit Requested _____

Section 1: Personal Guarantee

Applicable / Not applicable (Please delete as appropriate – only applicable if Customer is a limited company or public Limited company)

IMPORTANT NOTICE

We recommend that you seek independent legal advice before signing this section. Your attention is drawn specifically to the terms of guarantee on the rear of this form.

By signing this form you may become personally liable to pay the customer's debts to the company.

“Guarantor” Details

Full Name _____

Date of Birth: _____

Address: _____

Post Code: _____

Telephone: _____

Signature _____

The guarantor must also sign the rear section of this form for this application to be considered, Upon signing you agree to confirm any changes in your details or circumstances immediately. (Terms below apply)

Section 2: Customer Agreement

Individual / Partner / Director Details (Please continue on a separate sheet if necessary)

Surname _____

DOB _____

Forename(s) _____

Address _____

Post Code _____

Tel _____

Mobile _____

Surname _____

DOB _____

Forename(s) _____

Address _____

Post Code _____

Tel _____

Mobile _____

Terms of Trading

By signing this form you are consenting to either the company or third party to carry out credit checks on both the company and officers of the company and all partners and sole traders. Agreement to the company holding personal information about you on file (subject to terms of the Data Protection Act). Once a credit account has been agreed either the company or a third party will continue to carry out credit checks both on company and officers, partners or sole traders and personal guarantors. These checks will only continue whilst the account is open and should the account be cleared and closed, no further checks will be made. We will also contact you providing current information and marketing information whilst this account is open. Upon closing your account and payment of all goods received, we will remove your details and contact information unless otherwise requested. As an authorised officer of the business named as 'Customer' above, you confirm the Customers agreement to the Terms and Conditions of Evans, Wilson & Evans Ltd trading as EWE Plastics (as attached), which are incorporated into this agreement including the stipulation that all goods remain the property of this company until paid for in full. You also agree to inform our company of any changes to the company details, changes of officers, director's addresses and any changes to the Personal Guarantors details. Should these changes affect our opinion of the credit position of the company we reserve the right to request payment of the account immediately in full.

Signed _____

Print Name _____

Date _____

Position in Company _____

This form must be signed by a (Director / Partner or Sole Trader whichever is applicable)

EWE Plastics: Trading Application Form – Terms of Guarantee

1. In consideration of the company agreeing to provide the customer with Goods and Services pursuant to the provisions specified in section 2 of this Trading Application Form below, the Guarantor (as defined below) hereby agrees to guarantee the customer's liabilities (as defined below) in accordance with the provisions set out below.

2. In these Terms of Guarantee, the following terms shall have the following meanings: "Customer's Liabilities" shall mean all money and liabilities of whatever nature now or at any time in the future due, owing or incurred from or by the Customer to the Company (whether or not jointly with anyone else); "expenses" shall mean all losses, costs and expenses (including legal and out-of-pocket expenses and any valued added tax on those costs and expenses) incurred by the company at any time in connection with the Customer's Liabilities, these terms and conditions or in preserving, defending or enforcing this clause 15; "Guarantor" means the person (or Persons) named above in this Section 1 of the Trading Application Form; "Interest" means interest at the rate of 7% above the base rate of Bank of England from time to time which shall accrue on a day-to-day basis calculated by the company upon such terms as the Company may from time to time determine; and "Rights" shall mean any security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise. The provisions of clauses 1, 19.1 and 19.3 of the Terms and Conditions of Evans, Wilson & Evans trading as EWE Plastics (as attached) shall be incorporated into these Terms of Guarantee.

3. The Guarantor hereby covenants and agrees:

- (a) to guarantee to pay, in full and without set-off or counterclaim, the Customer's Liabilities to the Company on demand, together with interest from the date of demand; and
- (b) to pay on demand to the company, as principal debtor by way of indemnity, any item or amount which the Company claims to be included in the Customer's Liabilities, together with any Expense, but which is not recoverable from the Guarantor on the basis of the guarantee given in sub-clause (a) above.

4. The Guarantor hereby represents and warrants that:

- (a) it has the capacity to perform his or her obligations under these Terms of Guarantee.
- (b) the Guarantor is not by reason of illness or incapacity (whether mental or physical), incapable of managing his or her own affairs;
- (c) these Terms of Guarantee do not and will not contravene any agreement or instrument binding on the Guarantor or the Guarantor's assets; and
- (d) the Guarantor has not suspended, or threatened to suspend, payment of his or her debts, is not unable to pay his or her debts as they fall due, has not admitted inability to pay his or her debts and is not deemed either unable to pay his or her debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the insolvency act 1986.

5. The obligations under these Terms of Guarantee are personal and continuing and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account.

6. The Guarantor agrees that:

- (a) the guarantee and indemnity given by the guarantor is additional to and independent of any other guarantee or security and will not be affected by the same;
- (b) the company may demand payment under these Terms of Guarantee without making demand or taking any other legal action against the Customer or any other surety or Guarantor of the Customer;
- (c) the Company may without notice to the Guarantor and without consent (i) grant the Customer a new or increased credit facility; and (ii) deal or not deal with any right it might have against the Customer, in each case the Guarantor's liability to the company under these Terms of Guarantee will not be released or reduced; and
- (d) the Guarantor's obligations will not be affected by: (i) any variation, release or waiver of the Customer's Liabilities; (ii) the Customer's Liabilities reducing to nil or fluctuating; (iii) the Customer being wound-up or entering into any insolvency proceedings or reconstruction; (iv) death, bankruptcy or mental incapacity; (v) any grant of time, indulgence, waiver or concession to the Company; or (vi) anything else which might otherwise discharge the guarantee given by the Guarantor under these Terms of Guarantee.

7. The Guarantor undertakes that he or she has not taken or received and shall not take, exercise or receive the benefit of any Rights from or against the Customer, its liquidator, its administrator or any other person in connection with any payment by the Guarantor under these Terms of Guarantee.

8. The Company may;

- (a) place the credit of a suspense account any monies received under or in connection with these Terms of Guarantee in order to preserve the rights of the Company to prove for the full amount of all its claims against the Customer or any other person in respect of the Customer's Liabilities; and
- (b) at any time and from time to time apply all or any monies held in suspense account in or towards satisfaction of the Customer's Liabilities as the Guarantor, in its absolute discretion, may conclusively determine.

Signed _____ (signature of the Guarantor)

Date _____