



Blazing Limited

JB House, Gower Street, Bolton BL4 7EY. United Kingdom

+44 (0) 1204 862 773 hello@blazingltd.com www.blazingltd.com

TRADE ACCOUNT APPLICATION

Please complete all relevant fields, send form and supporting documents to:

Blazing Limited, Accounts Department, JB House, Gower Street, Bolton BL4 7EY. United Kingdom

(For any enquiries relating to this form, please email accounts@blazingltd.com or call 01204 862 773)

Please supply the following as proof of identification:

- **Limited Company:** Company letterhead, Recent utility bill, Incorporation certificate and Director ID (Passport or Driving license).
- **Sole Proprietorship/Partnerships:** Proof of your home address (Bank or credit card statement), Recent utility bill, Proof of ID (Passport or driving license).

ACCOUNT TYPE* Credit Cash Other

BUSINESS DETAILS

Company Type* Limited LLP Partnership PLC Sole Proprietorship

Trading Name* Incorporation Date*

Ltd Company Name

Company Reg No* Vat No

Parent Company

Company Address*

City* Postal Code* Time at this address*

Company Email* Telephone No*

TYPE OF BUSINESS*

- Manufacturer Distributor Wholesaler Retailer/Supermarket Bakery
 Desert/Cafe Butcher Catering Fast-Food/Restaurant Other

NO. OF EMPLOYEES* 0-10 11-50 51-100 101-250 250+ **NO. OF BRANCHES**

PURCHASING CONTACT*

Telephone

Email

INVOICING CONTACT*

Telephone

Email

These contact details will only be used for invoicing purposes.

CREDIT REQUIRED

TERMS REQUIRED

BANK DETAILS

Bank Name

Account No

Address

Sort Code

SOLE PROPRIETOR'S/PARTNER'S/DIRECTOR'S DETAILS #1*

Full Name	<input type="text"/>	Date Of Birth	<input type="text"/>
Address	<input type="text"/>		
City	<input type="text"/>	Postal Code	<input type="text"/>
		Country	<input type="text"/>

SOLE PROPRIETOR'S/PARTNER'S/DIRECTOR'S DETAILS #2

Full Name	<input type="text"/>	Date Of Birth	<input type="text"/>
Address	<input type="text"/>		
City	<input type="text"/>	Postal Code	<input type="text"/>
		Country	<input type="text"/>

SOLE PROPRIETOR'S/PARTNER'S/DIRECTOR'S DETAILS #3

Full Name	<input type="text"/>	Date Of Birth	<input type="text"/>
Address	<input type="text"/>		
City	<input type="text"/>	Postal Code	<input type="text"/>
		Country	<input type="text"/>

TRADE REFERENCE #1*

Company	<input type="text"/>	Contact Name	<input type="text"/>
Address	<input type="text"/>		
Tel. No	<input type="text"/>	Credit Limit	<input type="text"/>
		Payment Terms	<input type="text"/>

TRADE REFERENCE #2

Company	<input type="text"/>	Contact Name	<input type="text"/>
Address	<input type="text"/>		
Tel. No	<input type="text"/>	Credit Limit	<input type="text"/>
		Payment Terms	<input type="text"/>

CUSTOMER DECLARATION*

I hereby acknowledge receipt of your terms and conditions of sale and agree to be bound by them. By signing this document I am agreeing to Blazing Limited's terms and conditions. Retention of Title: Ownership of goods shall not pass until payment is received in full.

SIGNATURE (Required)	FULL NAME (Required)	POSITION (Required)	DATE
_____	_____	_____	_____

If you open an account we may search the files of credit reference agencies who will record the search, and we may share that information about the way in which you conduct your account with other lenders and with credit reference agencies. If you do not wish us to carry out such a search then please do not complete this form. We may need to disclose your information to our agents. We will record your purchasing preferences and may use your information for marketing. We may pass your information to our group companies or other carefully selected third parties and we, or they may wish to contact you with offers of goods or services which may be of an interest you. We will only do this if you do not object below to us doing so.

Please tick here if you do not want us to contact you with information about goods and services which we feel may be of an interest to you by

Post
 Telephone
 Email

Please tick here if you do not want us to disclose your personal data to selected third parties (including other companies within our group) so that they can provide you with information about their goods or services Under the Data Protection Act, you have the right to apply for a copy of the information we hold on you (for which we may charge a small fee) and to correct any inaccuracies. Due to training requirements telephone calls may be monitored.

OFFICE USE ONLY

Reference	<input type="text"/>	Account Code	<input type="text"/>
Credit Limit / Terms	<input type="text"/>	Signed By Blazing Limited	<input type="text"/>

TERMS & CONDITIONS

1 PRICE: The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery. Our quotations lapse after 30 days (unless otherwise stated). The price quoted includes delivery (unless otherwise stated). Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery. Rates of tax and duties on the goods will be those applying at the time of delivery. At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.

2 DELIVERY: All delivery times quoted are estimates only. If we fail to deliver within a reasonable time after the quoted delivery time, you may (by informing us in writing) cancel the contract, however you may not cancel if we receive your notice after the goods have been dispatched; and if you cancel the contract, you can have no further claim against us under that contract. If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods). We may deliver the goods in instalments. Each instalment is treated as a separate contract. We may decline to deliver if 2.6.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or 2.6.2 the premises (or the access to them) are unsuitable for our vehicle. 2.7 We may deliver in quantities of 10% more or less than the quantity ordered and charge you for the quantity actually delivered. You shall not be entitled to reject the whole of the consignment if there is a variation in quantity.

3 RISK: 3.1 The goods are at your risk from the time of delivery. 3.2 Delivery takes place either 3.2.1 at our premises (if you are collecting them or arranging carriage); or 3.2.2 at your premises or address specified by you (if we are arranging carriage). 3.3 You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within five days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.

4 PAYMENT TERMS: 4.1 You are to pay us in cash or in cleared funds prior to delivery, unless you have an approved credit account. 4.2 If you have an approved credit account, payment is no later than 30 days after the date of our invoice unless otherwise agreed in writing. 4.3 If you fail to pay us in full on the due date we may 4.3.1 suspend or cancel future deliveries; 4.3.2 cancel any discount offered to you; 4.3.3 charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998; calculated (on a daily basis) from the date of our invoice until payment; before and after any judgment (unless a court orders otherwise); 4.3.4 claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and 4.3.5 recover (under clause 4.7) the cost of taking legal action to make you pay. 4.4 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice. 4.5 You do not have the right to set off any money you may claim from us against anything you may owe us. 4.6 While you owe money to us, we have a lien on any of your property in our possession. 4.7 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs, including legal costs on a full indemnity basis and the cost of instructing a debt recovery agency to recover a debt due to us if any) following any breach by you of any of your obligations under these terms.

5 TITLE: 5.1 Until you pay all debts you may owe us 5.1.1 all goods supplied by us remain our property; 5.1.2 you must store them so that they are clearly identifiable as our property; 5.1.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us; 5.1.4 you may use those goods and sell them in the ordinary course of your business, but not if we revoke that right (by informing you in writing); or you become insolvent. 5.2 You must inform us (in writing) immediately if you become insolvent. 5.3 If your right to use and sell the goods ends you must allow us to remove the goods. 5.4 We have your permission to enter any premises where the goods may be stored 5.4.1 at any time, to inspect them; and 5.4.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary. 5.5 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date. 5.6 You are not our agent. You have no authority to make any contract on our behalf or in our name.

6 WARRANTIES: 6.1 We warrant that the goods 6.1.1 comply with their description on our order confirmation form; and 6.1.2 are free from material defect at the time of delivery (as long as you comply with clause 6.3). 6.2 We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose. 6.3 If you believe that we have delivered goods that are defective in materials or workmanship, you must 6.3.1 inform us (in writing), with full details, as soon as possible; and 6.3.2 allow us to investigate (we may need access to your premises and product samples). 6.4 If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 6.3) in full, we will (at our option) repair the goods, replace the goods or refund the price. 6.5 We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only): 6.5.1 direct financial loss, loss of profits or loss of use; and 6.5.2 indirect or consequential loss. 6.6 Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £5,000,000. 6.7 For all other liabilities not referred to elsewhere in these terms our liability is limited to damages to the price of the goods. 6.8 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

7 SPECIFICATION: 7.1 If we prepare the goods in accordance with your specifications or instructions you must ensure that 7.1.1 the specifications or instructions are accurate; 7.1.2 the specifications or instructions are provided to us within a reasonable time; 7.1.3 goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and 7.1.4 your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation. 7.2 We reserve the right; 7.2.1 to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and 7.2.2 to make without notice any minor modifications in our specifications we think necessary or desirable.

8 RETURN OF GOODS: 8.1 We will accept the return of goods from you only 8.1.1 by prior arrangement (confirmed in writing); 8.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered); and 8.1.3 where the goods are as fit for sale on their return as they were on delivery.

9 EXPORT TERMS: 9.1 Clause 9 of these terms applies (except to the extent that it is inconsistent with any written agreement between us) where we supply the goods over an international border or overseas. 9.2 The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency. 9.3 Unless otherwise agreed, the goods are supplied ex works our place of manufacture. 9.4 Where the goods are to be sent by air to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979. 9.5 You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit. 9.6 We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).

10 CANCELLATION: 10.1 You may not cancel the order unless we agree in writing (and clauses 2.2 and 10.2 then apply). 10.2 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order. 10.3 We may suspend or cancel the order, by written notice if 10.3.1 you fail to pay us any money when due (under the order or otherwise); 10.3.2 you become insolvent; 10.3.3 you fail to honour your obligations under these terms.

11 WAIVER AND VARIATIONS: 11.1 Any waiver or variation of these terms is binding in honour only unless 11.1.1 made (or recorded) in writing; 11.1.2 signed on behalf of each party; and 11.1.3 expressly stating an intention to vary these terms. 11.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

12 FORCE MAJEURE: 12.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability. 12.2 Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

13 GENERAL: 13.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction. 13.2 If you are more than one person, each of you has joint and several obligations under these terms. 13.3 If any of these terms are unenforceable as drafted 13.3.1 it will not affect the enforceability of any other of these terms; and 13.3.2 if it would be enforceable if amended, it will be treated as so amended. 13.4 We may treat you as insolvent if 13.4.1 you are unable to pay your debts as they fall due; or 13.4.2 you (or any item of your property) become the subject of any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy); any application or proposal for any formal insolvency procedure; or any application, procedure or proposal overseas with similar effect or purpose. 13.5 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us. 13.6 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed. 13.7 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller. 13.8 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either 13.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or 13.8.2 which expressly state that you may rely on them when entering into the contract. 13.9 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

1. DEFINITIONS: "The Company" means Blazing Limited Registered office at JB House, Gower St, Greater Manchester, Bolton BL4 7EY, United Kingdom. Registered in England and Wales No. 12245584. "The Customer" means the person, firm, company, or organisation, who buys or agrees to buy the goods. "Contract" means the contract for the sale and purchase of Goods formed by these conditions and any subsequent order for the purchase of goods, products, or any other goods which the company agrees to supply to the customer in accordance with these conditions. "The Delivery Point" means the place specified in the Company's Sales Confirmation for the delivery of goods or such other place as shall subsequently be agreed in writing by the company. References to statutes or statutory provisions shall include those statutes or statutory provisions as from time to time re-enacted or replaced.

2. GENERAL: (1) All quotations are given orders accepted and goods delivered by the company subject to and upon the following terms and conditions of sale to which no additions or variations shall apply unless specifically agreed in writing by an authorised representative of the company. IN THE ABSENCE OF SUCH AGREEMENT THE CUSTOMER'S ACCEPTANCE OF DELIVERY OF THE GOODS SHALL BE DEEMED TO HAVE GIVEN FINAL AND ABSOLUTE ACKNOWLEDGEMENT OF ITS ACCEPTANCE OF THESE TERMS AND CONDITIONS IN THE FORM HEREIN SET OUT. (2) Where the customer has not received express or implied notice of the company's terms and conditions of sale prior to receipt of the Company's Sales Confirmation it may within 72 hours of issue of that form cancel its order for goods provided that the company has not by that time itself incurred any expenditure or liability to a third party in furtherance of the order and in consideration of such right of cancellation the customer shall if it does not exercise the right be deemed to have accepted the Company's Terms and Conditions of Sale.

3. PRICES AND PAYMENT TERMS: (1) Prices Quoted are those ruling at the date of issue by the company of its quotation and are (unless otherwise stated) inclusive of all package insurance and transportation costs to the delivery point. (2) Prices are (unless otherwise stated) Quoted net of VAT and all taxes imposts and levies which are or may from time to time be levied by any government statutory or local authority upon the sale of the goods and such additions (if any) shall be charged at the rates prevailing at the date of delivery or invoices as the case may be. (3) In the event of the company incurring any increase in packaging insurance or transportation costs or any costs which are beyond its control after submission of its final unqualified Sales Confirmation Forms it reserves the right upon given written notification to the customer to increase its prices and such increased prices shall thereupon become payable by the customer in respect of any goods already ordered by the customer. (4) Payment of the price and VAT and other sums due hereunder shall be due (without any right of set-up) within 28 days of the date of delivery of the goods to the delivery point (unless otherwise stated). (5) No forbearance or indulgence by the Company shown or granted to the customer shall in any way affect or prejudice the rights of the company or be taken as a waiver of the terms of this or any other clause herein. (6) Interest on overdue accounts shall accrue from the date due from day to day until payment at the rate of 3% above National Westminster Bank PLC's base rate from time to time and shall accrue after as well as before any judgement. (7) If the Customer fails to make any payment on the due date then without prejudice to any of the Company's other rights the Company may suspend or cancel deliveries of any articles due to the customer and may (as its sole option) treat the balance of any contract as repudiated by the customer.

4. TITLE: (1) Title to and property in the goods shall remain vested in the Company until payment in full: (i) of the total invoice price for the goods together with any other related charges and; (ii) if any other amounts which are overdue for payment by the customer. (2) Until such time as title to the Goods shall pass to the customer it shall hold them as bailee for the Company clearly identifying them as the property of the company storing them separately from other goods in the keeping of the customer and shall if so requested forthwith return them to the company.

5. QUANTITIES: (1) Whist every effort will be made to deliver the weights and/or quantities of goods ordered by the Customer the Company shall be deemed to have complied with its contractual obligations and completed the Customers Order notwithstanding that it may have delivered a weight or quantity of goods which varies within a tolerance of plus or minus 10 per cent of the weight or quantity of Goods ordered. (2) In the event of such weight or quantity variation the total price payable by the Customer in respect of the Goods shall be increased or decreased pro rata to the quantity variation.

6. DELIVERY: (1) The Company will use its best endeavours to comply with delivery dates but such dates are estimates only and are not guaranteed neither shall they under any circumstances be deemed to be a term or condition of the contract of sale. (2) The Company shall accept no liability of whatsoever nature for the failure to meet such dates and such failure shall not entitle the Customer to repudiate or cancel the Contract unless such failure shall have been caused by the total default or non-performance of the Company. (3) Deliveries shall be deemed to take place at the physical delivery of the goods by or on behalf of the Company to the delivery point. (4) The risk in the goods shall pass to the customer on delivery.

7. LOSS/DAMAGE IN TRANSIT: The Company shall except no liability whatsoever for loss or damage to the goods in transit unless the customer shall have notified the company thereof in writing in the case of damaged goods within 24 hours of the date of receipt by the Customer of the goods (provided that the company shall be under no liability once the goods have been unloaded save as to inherent defects incapable of detection prior to unloading) or in the case of non-receipt of the goods within 7 days of the date of the despatch en route to the delivery point and the Company's liability shall in any event be limited to a sum equivalent to the invoice price of the lost or damaged goods.

8. CONFIDENTIALITY: The Customer shall keep in strict confidence all information that would be regarded as confidential by a reasonable business person relating to the Company's Business, Purchase Order, Goods, Contract, or other information disclosed by the Company to the Customer. The Customer shall not disclose confidential information without prior written consent from the Company.

9. FORCE MAJEURE: In the event that the company shall be delayed in or prevented from carrying out all or any of its obligations under a contract for sale of goods as a result of any cause beyond its control including (but not by way of limitation) war invasions hostilities civil war civil strife or common strikes lock-outs breakdown of plant storm flood fire failure of third parties to deliver the goods or provide services connected therewith drought crop failure disease of whatever nature affecting the Company's ability to acquire the goods or ability to procure the goods except at increased prices due to any of the foregoing causes or any other cause it shall be relieved of all obligations and liabilities incurred under such contract in so far as and for so long as the fulfilment of such obligations and liabilities is thereby prevented frustrated or impeded.

10. COMPANY'S WARRANTY: (1) The company warrants that the goods supplied by it are of merchantable quality. (2) If goods are found to be defective after their delivery to the Customer the Company will at its option either replace the defective goods or refund to the Customer a sum equivalent to the price paid to the Company for them provided always that in view of the perishable nature of the goods written notice of defect is delivered to the Company within 24 hours of delivery. (3) The Company's warranty shall not apply to any Goods: (i) which have been tampered with in any way outside the Company's premises or; (ii) which have been stored in unsuitable conditions for an excessive period or; (iii) which have been subject to misuse negligence or accident or; (iv) the quality of which has in any way been impaired as a result of the act or omission of the customer or its servant or agent or; (v) defects which have not been reported to the company and facilities for inspection provided to the company within 24 hours of delivery or; (vi) defects which have not been reported prior to the unloading of the goods (save as to inherent defects incapable of detection prior to unloading).

11. LIMITATIONS OF COMPANY'S LIABILITY: (1) Except as expressly stated above all other warranties conditions and representations express or implied statutory or otherwise are (to the extent that they may in law be excluded) hereby excluded and the company shall not be liable in contract tort or otherwise for any loss damage expense or injury (whether direct or consequential) arising out of or in connection with the supply or use of the goods or any defect on them PROVIDED ALWAYS that it shall not exclude: (i) liability in respect of death or personal injury arising out of the company's negligence as may in the circumstances be reasonable; (ii) such liability in respect of direct physical damage arising out of the Company's negligence as may in the circumstances be reasonable; (iii) any item as to title quiet possession and freedom from encumbrance which may be implied by Section 12 of sales of Goods Act 1979 (2) other than in respect of the proviso in sub paragraph (1). (i) of this clause above the Company's liability shall not under any circumstances exceed the invoice price of the goods which are the subject of any claim by the customer.

12. DEFAULT OR INSOLVENCY OF CUSTOMER: (1) If the Customer defaults in any way in its commitments with the Company or suffers any distress or execution upon its property or assets or makes or offers to make any arrangement or composition with its creditors or commits an act of bankruptcy or has a receiver appointed over all or a substantial part of its assets or a resolution passed or petition filed for winding up then the company shall have the right (without prejudice to any other remedies) to cancel any uncompleted order or to withhold or suspend delivery. (2) In the event of an order being cancelled by the Company in the above circumstances or being cancelled by the Customer and the Customer shall indemnify the Company against all loss (including loss of profits) costs (including labour and overheads) and all other expenses and damages incurred by the Company in connection with the order and its cancellation.

13. DATA PROTECTION: The Company is committed to complying with the General Data Protection Regulations. You can find The Company's Privacy Policy on the website www.blazingblends.co.uk (1) The Customer shall ensure it complies with the General Data Protection Regulations (GDPR) when handling any personal data shared by The Company. (2) The Customer shall inform The Company immediately with regards to any data breach that may involve The Company's data. (3) The Customer commits to sharing the personal data of its employees where it is required to fulfil the terms of any agreement to supply Goods.

14. SEVERANCE: Any provisions of this contract which is or may be void or enforceable shall to the extent of such invalidity be deemed severable and shall not affect any other provisions of this contract.

15. ENGLISH LAW: Every contract to which these Terms and Conditions shall apply shall be construed in accordance with and governed in all respects by the Laws of England and the Company and the Customer agree to submit to the jurisdiction of the English courts provided always that the schedules to the Uniform Laws on International Sales Act 1967 are hereby excluded.