

# Account Application

## Application Form and Terms & Conditions

Thank you for choosing Norsk. Please read our Terms and Conditions in full, sign the inside and then complete the main application form on the rear of this document. Return this original to us on the address shown overleaf and we will process your account.



THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THE CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND WHICH REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY IN CERTAIN CIRCUMSTANCES. IN ADDITION OR WHERE A DIRECTOR OF A CUSTOMER COMPANY HAS PERSONAL LIABILITY CUSTOMERS ARE ADVISED TO ARRANGE THEIR OWN INSURANCE COVER FOR THEIR GOODS, TO ENSURE THAT THEIR INTERESTS ARE FULLY PROTECTED IN ALL EVENTS.

#### DEFINITIONS AND APPLICATION

1. In these Conditions:-
  - **Agent** – Means a person who has received the power to act on behalf of another, binding that other person as if he or she were themselves making the decisions.
  - **Company** – Norsk European Wholesale Limited (Company) incorporated in England and Wales. Company Registration Number: 2847809. Trading as Norsk Global.
  - **Customer** – Means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services.
  - **Consignment** – Means goods in bulk or contained in one parcel, package or container as the case may be or any number of separate parcels packages or containers sent at one time on one load by or for the Customer from one address to one address.
  - **Dangerous Goods** – Means a good included in the list of dangerous goods as defined in the classification packaging and labelling of dangerous substances regulations (The CPL Regulations) the classification and labelling of explosives regulations together with any amendments thereto or goods which present a comparable hazard.
  - **Person** – Includes persons or any Body or Bodies Corporate.
  - **The Owner** – Means the Owner of the Consignment (including any packaging, containers or equipment) to which any business conducted under these Conditions relates and any other person who is or may become interested in them.

#### THE COMPANY IS NOT A COMMON CARRIER AND ACCEPTS GOODS FOR CARRIAGE ONLY UPON THAT CONDITION AND THE CONDITIONS SET OUT BELOW.

2. (A) Subject to Sub-Paragraph (B) below, all and any activities of the Company in the course of business whether gratuitous or not are undertaken subject to these Conditions.  
(B) If any legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.
3. The Customer warrants that he is either the Owner or the authorised Agent of the Owner and also that he is accepting these Conditions not only for himself but also as Agent for and on behalf of the Owner as applicable.
4. In authorising the Customer to enter into any Contract with the Company and/or in accepting any document issued by the Company in connection with such Contract, the Owner and Customer accept these Conditions for themselves and their Agents and for any parties on whose behalf they or their Agents may act, and in particular, but without prejudice to the generality of this Clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid.

#### THE COMPANY

5. (A) Subject to Clauses 13 and 14 below, the Company shall be entitled to procure any or all of its services as an Agent or to provide those services as Principal.  
(B) The offer and acceptance of any inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is or services are to be arranged by the Company acting as Agent or to be provided by the Company acting as a Contracting Principal.  
(C) When acting as an Agent the Company does not make or purport to make any Contract with the Customer for the carriage, storage, packing or handling of any Consignment nor for any other services by establishing Contracts with Third Parties so that direct contractual relationships are established between the Customer and such Third Parties.  
(D) The Company shall within 7 days of demand by the Customer provide evidence of any Contract entered into as Agent for the Customer, insofar as the Company may be in default of this obligation, it shall be deemed to have contracted with the Customer as a Principal for the performance of the Customer's instructions.
6. When and to the extent that the Company has contracted as Principal for the performance of any of its services, it undertakes to perform and/or in its own name to procure the performance of those services, and subject always to the totality of these Conditions and in particular to Clauses 26-29 hereof accepts liability for loss of or damage to Consignments taken into its charge occurring between the time when it takes the Consignments into its charge and the time when the Company is entitled to call upon the Customer, Consignee or Owner to take delivery of the Consignments.
7. When and to the extent that the Company in accordance with these Conditions is acting as an Agent on behalf of the Customer, the Company shall be entitled and the Customer hereby expressly authorises the Company to enter into Contracts on behalf of the Customer:-
  - (A) for the carriage of Consignments by any route or means or person
  - (B) for the storage, packing, trans-shipment, loading, unloading or handling of the Consignments by any person at any place and for any length of time
  - (C) for the carriage or storage of Consignments in or on transport units as defined in Clause 19 and with other Consignments of whatever nature; and
  - (D) to do such acts as may in the opinion of the Company be reasonably necessary in the performance in its obligations in the interests of the Customer.
8. The Company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of Consignments.
9. The Company shall be entitled to perform any of its obligations herein by itself or by any subsidiary or associated Companies. In the absence of agreement to the contrary any Contract to which these Conditions apply is made by the Company on its own behalf and also as Agent for and on behalf of any such subsidiary or associated Company, and any such Company shall be entitled to the benefit of these Conditions.

10. (A) Subject to Sub-Clause 10 (B) hereof, the Company shall have a general lien on all Consignments and documents relating to Consignments in its possession, custody or control for all sums due at any time from the Customer or Owner, in respect of this or any other Contract or otherwise and shall be entitled to sell or dispose of such Consignments or documents at the expense of the Customer or Owner and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the Customer.  
(B) If the Consignments are liable to perish or deteriorate within a period 48 hours, the Company's rights to sell or dispose of the Consignments shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the Consignments before doing so. Upon accounting to the Customer for any balance remaining after payment of any sum due to the Company and the costs of sale or disposal the Company shall be discharged of any liability whatsoever in respect of the Consignments or documents.
11. The Company shall be entitled to retain and be paid brokerages, commissions, allowances and other remunerations customarily retained by or paid to Freight Forwarders.
12. (A) If delivery, import of the Consignments or any part thereof is not taken by the Customer, Consignee or Owner, at the time and place when and where the Company is entitled to call upon such person to take delivery thereof, the Company shall be entitled to store the Consignments or any part thereof at the sole risk of the Customer subject to the Company notifying the Customer within 10 days of the failure to deliver/collection and the reason for such failure whereupon the liability of the Company in respect of the Consignments or that part thereof stored as aforesaid shall wholly cease and the cost of any such storage if paid for or payable by the Company or any Agent or Sub-Contractor of the Company shall forthwith upon demand be paid by the Customer to the Company.  
(B) The Company shall be entitled at the expense of the Customer to dispose of (by sale or otherwise as may be reasonable in all the circumstances):-
  - (i) after 28 days notice in writing to the Customer (as provided in (A) above), or where, the Customer cannot be traced and reasonable efforts have been made to contact any parties whose may reasonably be supposed by the Company to have any interest in the Consignments, any Consignments which have been held by the Company for 90 days and which cannot be delivered as instructed; and
  - (ii) without prior notice, Consignments which have been perished, deteriorated or altered or are in immediately prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to Third Parties or to contravene any applicable laws or regulations;
  - (iii) payment of the proceeds of sale of the Consignment (if any) shall be applied in respect of all outstanding charges in relation to the storage and carriage of the Consignment and the balance of any such proceeds shall belong to the Company absolutely.
13. (A) The Customer is responsible for obtaining its own insurance cover in relation to the terms of this Agreement and must ensure that it does so as no insurance will be effected by the Company except upon express instructions given in writing by the Customer and all insurance effected by the Company shall be subject to the usual exceptions and conditions and to the extent of the Policies of the Insurance Company or Underwriters taking the risk. In those circumstances unless otherwise agreed in writing the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general Policy held by the Company.  
(B) Insofar as the Company agrees to arrange insurance, the Company acts solely as Agent for the Customer using its best endeavours to arrange such insurance which shall be subject to the terms of the insurance policy. Furthermore, any liability of the Company not insured shall be subject to the limits of liability contained in Clause 29 hereof.
14. (A) Except under special arrangements previously made in writing or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of Consignments in specified circumstances only, such as (but without prejudice to the generality of this Clause), against payment or against surrender of a particular document, are accepted by the Company only as Agents for the Customer where Third Parties are engaged to effect compliance with the instructions.  
(B) The Company shall not be under any liability in respect of such arrangements as are referred to under Sub-Clause (A) hereof save where such arrangements are made in writing.  
(C) In any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for these Conditions in respect of loss of or damage to Consignments.
15. Advice and information, in whatever form it may be given, is provided by the Company, for the Customer only and the Customer shall indemnify the Company against any liability, claims, loss, damage, costs or expenses arising out of any other persons relying upon such advice or information. Except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.
16. (A) Except under special arrangement previously made in writing the Company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants. Should any Customer nevertheless deliver any such Consignments without special arrangements previously being made in writing the Company shall be under no liability whatsoever for or in connection with such Consignments howsoever arising and shall be entitled to return such Consignments or refuse to accept them.  
(B) The Company may at any time waive its rights and exemptions from liability under Sub-Clause (A) above in respect of any one or more of the categories of Consignments mentioned herein or of any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer.
17. Except following instructions previously received in writing and accepted by the Company, the Company will not accept or deal with Consignments of a dangerous or damaging nature, nor with Consignments likely to harbour or encourage vermin or other pests, nor with Consignments liable to taint or affect other Consignments. If such Consignments are accepted pursuant to a special arrangement and then in the opinion of the Company they constitute a risk to other Consignments, property, life or health, the Company shall where reasonably practicable contact the Customer, but reserves, the right at the expense of the Customer to remove or otherwise deal with the Consignments.
18. Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehouseman or others no declaration of value where optional will be made except under special arrangements previously made in writing.

## THE CUSTOMER

19. The Customer warrants:-
- (A) that the description and particulars of any Consignments furnished by or on behalf of the Customer are full and accurate;
  - (B) that all Consignments have been properly and sufficiently packed, stowed, labelled and/or marked and that the preparation, packing, storage, labelling and marking are appropriate to any operations or transactions affecting the Consignments and the characteristics of the Consignments;
  - (C) that where the Company receives the Consignments from the Customer already stowed in or on a container, trailer, tanker, or any other device specifically construed for the carriage of Consignments by land, sea or air (each hereafter individually referred to as ("the Transport Unit")) the Transport Unit is in good condition and is suitable for the carriage to the intended destination of the Consignments loaded therein or thereon; and
  - (D) that they will adhere to and comply with all the conditions of carriage and service guidelines as set out in the Company's tariff or any other publication release by the Company.
20. Should the Customer otherwise than under special arrangements previously made in writing as set out in Clause 17 above deliver to the Company or cause the Company to deal with or handle Consignments of a dangerous or damaging nature, or Consignments likely to harbour or encourage vermin or other pests or Consignments liable to taint or affect other Consignments, he shall be liable for all loss or damage arising in connection with such Consignments and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the Consignments may be dealt with in such manner as the Company or any other person in whose custody they may be at any relevant time shall think fit.
21. The Customer undertakes that no claims shall be made against any Director, Servant or Employee of the Company which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these Conditions and if any such claim should nevertheless be made to indemnify the Company against all consequences thereof.
22. The Customer shall keep the Company harmless and indemnify and keep the Company indemnified from and against:-
- (A) All liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Consignments) arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any Warranty contained in these Conditions or from the negligence of the Customer;
  - (B) Without derogation from Sub-Clause (A) above, any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any other party;
  - (C) All claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of the Company under the terms of these Conditions regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company its Servants, Sub-Contractors or Agents;
  - (D) Any claims of a General Average nature which may be made on the Company.
23. (A) The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off.
- (B) In respect of all sums which are overdue the Customer shall be liable to pay to the Company interest calculated at 4% above the Base Rate from the time being of HSBC Bank Plc.
24. Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person, the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due.
25. Where liability for General Average arises in connection with the Consignments the Customer shall promptly provide security to the Company or to any other party by the Company in a form acceptable to the Company.

## LIABILITY AND LIMITATION

26. The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.
27. The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:-
- (A) strike, lock-out, stoppage or restraint or labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence; and any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence.
28. Except under special arrangements previously made in writing the Company accepts no responsibility for departure or arrival dates of Consignments.
29. (A) Subject to Clause 2(B) above and Sub-Clause (D) below the Company's entire liability howsoever arising and including any acts of negligence by the Company, its servants and/or agents and notwithstanding that the cause of loss or damage be unexplained shall not exceed:-
- (i) in the case of claims for loss or damage to Consignments whichever shall be the lesser sum of:
    - (a) the value of any Consignments lost or damaged or
    - (b) \$75 per Consignment or
    - (c) \$10 per kilo of gross weight
  - (ii) in the case of all other claims, whichever shall be the lesser sum of:
    - (a) the value of any Consignments lost or damaged or
    - (b) \$75 per Consignment or
    - (c) \$10 per kilo of gross weight.
- For the purposes of Clause 29(A) the value of the Consignments shall be their value when they were or should have been shipped.
- (B) Subject to Clause 2(B) above, and Sub-Clause (D) below, the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of Consignments in a reasonable time or (where there is a special arrangement under Clause 28) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction.

- (C) Save in respect of such loss or damage as is referred to at Sub-Clause (B) and subject Clause 2(B) above and Sub-Clause (D) below the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.
  - (D) By special arrangement agreed in writing the Company may accept liability in excess of the limits set out in Sub-Clause (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request. As shown on the Customer's House Airway bill.
30. The transit times provided by the Company are merely a guide and the Company cannot and will not guarantee such transit times against (including but not limited to) airline delays or other delays caused as a result of events or circumstances outside its reasonable control. Furthermore the Company shall not be liable for any delay or failure or for the consequences of any delay or failure to perform its obligations under these Conditions if such delay is due to such as airline delays or events or circumstances outside its reasonable control. Such failure or delay shall not constitute a breach of these Conditions and the Company shall be entitled to a reasonable extension of the time for performing such obligations.
31. (A) Subject to Sub Clause 31 (C) below any claim by the Customer against the Company arising in respect of any service provided for the Customer or which the Company has undertaken to provide shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it is reasonably possible for him to do so.
- (B) Notwithstanding the provisions of sub-Clause 31 above the Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless sought to be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a case of action against the Company.
- (C) No claim can be made in relation to the loss of any goods until these goods have been missing for a period of at least 28 days. After the period of 28 days has lapsed, the claim must be made in accordance with the provisions of Sub Clause 31 (A) above and such claim such be subject to provisions within Clause 29 above.

## JURISDICTION AND LAW

32. These Conditions and any act or contract to which they apply shall be governed by English Law and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the English Courts.
- 32.1 These conditions (including the documents and instrument referred to herein) supersedes all prior representations, arrangements, understandings and agreements between the parties (whether written or oral relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and understanding between the parties hereto relating to the subject matter hereof.
- 32.2 Each party warrants to the other that it has not relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this agreement.
- 32.3 Without prejudice to the generality of the foregoing save as expressly provided in these conditions, (a) the Company gives no promise, warranty, undertaking or representation to the Customer, (b) the Company shall be under no liability in respect of the transactions, contemplated by, and the subject matter of, these conditions, and (c) all other warranties expressed or implied by law legislation or otherwise howsoever are hereby expressly excluded.
- 32.4 Each party further agrees and undertakes to the other that no breach of this agreement shall entitle it to rescind this agreement, and that its remedies or any breach of this agreement shall be solely for breach of contract, which remedies shall be subject to and in accordance with the provisions of these conditions.
33. The parties may expressly agree in writing any variation in the provisions hereof, provided that unless expressly so agreed, no such agreement shall constitute or be construed as a general waiver of any of the provisions hereof by any of the parties and the rights and obligations of the parties hereunder shall remain in full force and effect notwithstanding any variation agreed between the parties on any particular occasion.
34. If any term or provision in these terms and conditions shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these terms and conditions but the validity and enforceability of the remainder of these terms and conditions shall not be affected.
35. If the transportation of any Consignment involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases further limits the liability of the Company in respect of loss or damage to such Consignment.

**I/We confirm that I/we have read and accept the above conditions.**

Signed by an Authorised Official on behalf of the Customer

Print Name:

Date:

Please complete form overleaf.

# Company Information

Please complete all sections in capital letters and return to the address below.

## Company

Company	Start Date	
Registered Address		
Postcode		
Telephone No.	Fax No.	
Email Address		
Invoice Address (if different)		
Statement Address (if different)		
Limited Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>
Reg. No.	Date of Registration	VAT No.
General Manager	Tel No.	
Accounts Manager	Tel No.	

## Trade References

Company Name #1		
Address & Postcode		
Tel No.	Fax No.	
Contact	Years of Trading	
Company Name #2		
Address & Postcode		
Tel No.	Fax No.	
Contact	Years of Trading	

## Bank Reference

Branch Name	Pay monthly by direct debit? Yes <input type="checkbox"/> No <input type="checkbox"/>
Address & Postcode	
Tel No.	Fax No.
Account No.	Sort Code

In consideration of Norsk European Wholesale Ltd (the Company) in granting credit to the Customer, the Customer agrees the following:

- The Customer confirms that the information provided in this application is complete, accurate and true in every respect.
- That all monies on account of services rendered and disbursements incurred shall be paid to the Company by the Customer in accordance with the terms of credit as agreed between the Customer and the Company.
- That in the event of default in payment beyond the date when the invoice becomes payable under the agreed terms of credit, the Customer agrees to pay all the costs incidental to the collection of the account of the Customer.
- The Customer confirms that they have read, understood and agree to be bound by the Company's STANDARD CONDITIONS OF TRADING as printed on the reverse.
- The Customer hereby gives written consent to the Company to obtain a credit report concerning them from any credit reporting agency, and further to make such inquiries and to receive and to give such information as is relevant to establishing the Customer's credit standing.

## Authorised Signature

Name	
Position	Start Date

## For Office Use Only

Approved by	Credit £
Date	Account No.



# Sole Trader

Please complete all sections in capital letters and return to the address below.

Full Name
Trading As
Home Address
Postcode
Time At Current Address
Previous Address (if less than 3 years)
Date of Birth
Business Tel No.
Home Tel No.
Mobile No.
Fax No.
Email Address

Please provide one proof of identification from each of the following lists

## List A

Passport <input type="checkbox"/>	Driving Licence <input type="checkbox"/>	Birth Certificate <input type="checkbox"/>
-----------------------------------	--	--

## List B

Household Utility Bill <input type="checkbox"/>	Credit Card Statement <input type="checkbox"/>	Bank Statement <input type="checkbox"/>
---	--	---

Tax Office Reference
----------------------

Tax Office Address
--------------------

10 Digit Unique Tax Reference No.
-----------------------------------

Authorised Signature

Name	Date
------	------

This insert forms part of the Terms and Conditions.



Norsk European Wholesale Limited trading as Norsk Global  
2 Willow Road, Colnbrook, Berkshire, SL3 0BS. Accounts: Tel: 01753 800 400, Fax: 01753 800 444.  
Registered in England and Wales. Company Registration Number: 2847809. VAT Registration Number: 635 8433 24