

# Blok 'N' Mesh Europa B.V. Formulaire de demande de crédit

## Demande de facilité de crédit de 30 jours

Veillez répondre à toutes les questions ci-dessous et envoyer ce formulaire à l'adresse suivante :  
Accounts department, Blok 'N' Mesh Europa B.V., 3 Driberg Way, Braintree, Essex, CM7 1NB UK  
ou par email : newaccounts@crowmlea.com



COORDONNÉES DE L'ENTREPRISE			
Dénomination commerciale		Nom d'entreprise enregistré (Si différent)	
Adresse du siège social		Adresse commerciale (Si différente)	
Numéro de téléphone		Fax	
Adresse email du service comptabilité pour les factures et les relevés de compte		Contact commercial	
		Numéro de téléphone	
		Adresse email	
Numéro d'immatriculation TVA		Date d'immatriculation	
Crédit maximum demandé		Numéro d'immatriculation	
Avez-vous déjà possédé un compte avec une société du Groupe Crownlea Group?			

INFORMATIONS CONCERNANT LA DIRECTION			
Veillez indiquer les noms, dates de naissance et adresses de deux directeurs. Veillez noter que l'adresse ne peut pas être l'adresse du siège social de l'entreprise. (Nous nous réservons le droit de demander une preuve d'identité)			
Nom		Date de naissance	
Adresse			
Nom		Date de naissance	
Adresse			

COORDONNÉES DE LA BANQUE			
Nom et adresse de la banque		Code guichet	
		Numéro de compte bancaire	



## RÉFÉRENCES COMMERCIALES

Veillez noter que nous exigeons les comptes des trois dernières années pour traiter cette demande. Lorsque cela n'est pas possible, veuillez remplir les références commerciales ci-dessous. Veuillez noter que des références commerciales liées à votre siège social ou ayant des dirigeants en commun avec votre entreprise ne seront pas acceptées.

Nom			
Adresse			
Numéro de téléphone		Adresse email	
Nom			
Adresse			
Numéro de téléphone		Adresse email	
Nom			
Adresse			
Numéro de téléphone		Adresse email	

## ACCORD CONCERNANT LES CONDITIONS GÉNÉRALES DE VENTE DE L'ENTREPRISE

Je/nous donne/donnons mon/notre consentement à ce que la société ainsi que les propriétaires/directeurs de cette organisation soient soumis à un examen de solvabilité aussi bien aujourd'hui qu'à tout moment dans le futur. Je comprends que cet examen sera enregistré auprès d'une agence de renseignements commerciaux et pourra être divulgué à des demandeurs ultérieurs. Je/nous certifie/certifions par la présente avoir reçu une copie de vos conditions générales de vente standards, que je/nous les ai/avons lues et que je/nous les accepte/acceptons pour l'application dans chaque contrat de vente conclu entre nous. Notamment, j'/nous ai/avons pris connaissance et accepte/acceptons toutes les conditions relatives à l'octroi de crédit, les modalités de paiement et la réserve de propriété de tous les biens et titres fournis jusqu'à ce que tous les montants dus au titre de toute vente n'aient été reçus comme règlement des fonds correspondants.

Signature		Position	
Nom en majuscules		Date	
<b>Veillez joindre à cette demande une copie de votre papier à en-tête</b>			

## RÉSERVÉ À L'USAGE INTERNE DE BLOK N MESH EUROPA B.V

Dépôt		Contact commercial	
Recommandations du Rapport de solvabilité		Limite de crédit attribuée	
Autorisé par		Date	
N° de compte BNM		Date d'ouverture	

#### Article 1 Definitions

**Blok 'N' Mesh:** Blok 'N' Mesh Europa B.V., having its registered office in Breda and its principal place of business at Breda (4837 DS) Graaf Engelbertlaan 75, listed in the Commercial Register of the Chamber of Commerce number 68282974 and / or Blok 'N' Mesh Europa Holding B.V. having its registered office in Breda and its principal place of business at Breda, (4837 DS) Graaf Engelbertlaan 75, listed in the Commercial Register of the Chamber of Commerce number 68280947 and / or Batisec B.V. having its registered office in Breda and its principal place of business at Breda, (4837 DS) Graaf Engelbertlaan 75, listed in the Commercial Register of the Chamber of Commerce number 68283202.

**Buyer:** any person or legal entity, acting in the course of a business or profession, that has concluded or wishes to conclude an agreement with Blok 'N' Mesh, as well as the representative(s) (including shop assistants), authorized agent(s), successor(s) in title and heir(s) of this person or legal entity.

#### Article 2 General

1. All offers, quotations, placed orders, agreements and the performance thereof, are exclusively governed by the present general terms and conditions. All deviations and additions must be agreed upon by Blok 'N' Mesh in writing.
2. The Buyers purchase / and or other terms and conditions are explicitly rejected by Blok 'N' Mesh.
3. Buyer agrees that these General Terms and Conditions shall also apply to any future agreements between Blok 'N' Mesh and Buyer.
4. In the event that any of the conditions appear to be invalid, the other terms and conditions shall remain in force. An invalid condition shall be replaced with a condition that corresponds as closely as possible to the original, which shall be applied instead.

#### Article 3 Offers & Orders

1. All offers and quotations, whether in the form of price lists or otherwise, including verbal offers and quotations and other statements made by the representatives and/or employees of Blok 'N' Mesh, are without engagement and obligation. An offer is only binding if confirmed in writing and if the correctness of the content of that written confirmation has not been denied within eight days.
2. Orders may be requested by telephone or by e-mail at the sales office of Blok 'N' Mesh. The prospective Buyer will subsequently receive a quotation / confirmation of order.
3. Blok 'N' Mesh reserves the right to refuse orders without giving reasons.
4. If any samples have been shown or provided, these are only to give and impression and an indication of the product to be supplied.

#### Article 4 Agreement

1. Subject to the provisions set out below, an agreement with Blok 'N' Mesh only takes effect when and order has been either accepted or confirmed in writing, or when Blok 'N' Mesh performs a delivery order in full or in part.
2. The order confirmation is deemed to represent the agreement correctly and in full.
3. For work for which, due to its nature or scope, no quotation or order confirmation is sent, the invoice and/or delivery note will also be considered to be an order confirmation, which is also deemed to represent the agreement correctly and in full.
4. Blok 'N' Mesh enters into each agreement under the suspensive condition that the Buyer proves to be sufficiently creditworthy for the financial fulfilment of the agreement.
5. When entering an agreement or after an agreement has been concluded, and before delivering a performance or continuing a performance, Blok 'N' Mesh is entitled to demand security from the Buyer that both the payment requirements and other requirements will be fulfilled and the Buyer is obliged to provide such security.
6. If such is deemed necessary or desirable by Blok 'N' Mesh for a correct performance of an agreement, Blok 'N' Mesh is entitled to engage third parties and will be charged to the Buyer in accordance with the quotations submitted.

#### Article 5 Modification of orders

1. Modifications of an original order of whatever nature made verbally or in writing by or on behalf of the Buyer which lead to higher costs than anticipated on the basis of the quotation will be charged additionally to the Buyer.
2. The Buyer must notify Blok 'N' Mesh in writing in a timely manner of any modifications in the performance of the order he requires after placement of the order. If these modifications are communicated verbally or by telephone, the risk of the implementation of the modifications will be borne by the Buyer.

3. Ordered modifications may cause Blok 'N' Mesh, to exceed the delivery time agreed upon before the modification, in which case the delivery time is deemed to be adjusted accordingly.

#### Article 6 Prices

1. All prices and other costs are exclusive of VAT.
2. Blok 'N' Mesh will pass on all price changes occurring more than three months after conclusion of the agreement but still before delivery.
3. If, within three months following the conclusion of the agreement, one or more of the cost price factors are modified, which was or should have been reasonably unforeseeable, Blok 'N' Mesh will be entitled to modify the prices accordingly. Provided that such is communicated to Blok 'N' Mesh in writing within eight days following the notification of the price increase, the Buyer will, in turn, have the right to terminate the agreement. The Buyer remains obliged to pay for the goods that have been delivered before termination with the price level as existed before the increase.
4. Price fluctuations as a result of reasonably unforeseeable compulsory government measures, such as VAT increases, will always be charged to the Buyer.

#### Article 7 Cancellation

1. Orders can not be cancelled once Blok 'N' Mesh has processed an order confirmation. If the Buyer cancels the agreement and/or refuses to take the goods, the Buyer will be obliged to take over the goods already purchased by him, whether or not processed at costing price, including wages and social charges.
2. Without prejudicing the provisions of the previous paragraph of this article, Blok 'N' Mesh reserves all rights to demand full specific performance of an agreement and/or claim full damages.

#### Article 8 Delivery

1. All deliveries by Blok 'N' Mesh are 'ex works' according to the Incoterms - latest version. The means of transport is determined by Blok 'N' Mesh. The goods are always transported at the risk of the Buyer regardless of whether the transport is carriage paid and regardless of whether the goods are transported to or from place of business. Insurance may be taken out if requested by the Buyer and Blok 'N' Mesh at the risk of the Buyer. The provisions included in the carrier's conditions do not affect the validity of the provisions of this article.
2. Unless otherwise agreed, the moment the goods leave Blok 'N' Mesh warehouse will be considered the time of delivery.
3. Blok 'N' Mesh will have fulfilled its obligation to deliver when it has offered the goods to the Buyer. Unless expressly otherwise agreed in writing, delivery times are approximate only.
4. Blok 'N' Mesh obliged to adhere to the delivery times insofar as possible, but can only be held responsible for exceeding the delivery time after it has been given a reasonable period in which to meet its obligations and notice of default has been served in writing.
5. When part of an order is ready, Blok 'N' Mesh may decide either to deliver this part or to wait until the entire order is ready. In the former case, the invoices relating to the partial delivery must be paid within the payment term as stated in these general terms and conditions, unless otherwise agreed with the Buyer.
6. If, after expiry of the delivery time, the goods have not been taken by the Buyer, they will be stored on the Buyer's behalf at the expense and risk of the Buyer.
7. In the event that Blok 'N' Mesh is not able to fulfil its obligations, it will immediately notify the Buyer thereof, stating the period of time by which it expects to exceed said delivery time.

#### Article 9 Receipt / return of goods

1. If the Buyer refuses to take possession of the purchased goods or returns them to Blok 'N' Mesh without the latter having agreed in writing, Blok 'N' Mesh will be entitled to store the refused or returned goods at the expense and risk of the Buyer and to keep them at the Buyer's disposal, which cannot be construed to mean that Blok 'N' Mesh acknowledges any complaints as correct.
2. The specification of the costs as provided by Blok 'N' Mesh shall be binding on the Buyer with regard to the real costs of return shipments or related costs and any measures taken by Blok 'N' Mesh in connection with these costs.
3. Return shipments are at the expense and risk of the Buyer, except when the goods are returned because of an error on the part of Blok 'N' Mesh.
4. Goods are always returned at the risk of the Buyer.

#### Article 10 Retention of title

1. Title to all goods supplied shall continue to be held by Blok 'N' Mesh up and until all outstanding amounts has been paid in full.

2. In the event that the Buyer does not pay a due and payable amount, fails to perform his obligations under the agreement or does not perform them properly, suspends payments, applies for a moratorium, is put into liquidation, is placed under guardianship, passes away, or in the event of the winding-up of this company, Blok 'N' Mesh shall have the right to cancel the order or the part of the order that still has to be delivered, without notice of default and without judicial intervention, and to claim back as its property any delivered good with deduction of any payment already received, though without prejudice to Blok 'N' Mesh right to require compensation for any loss or damage. In such cases any claim which Blok 'N' Mesh may have against the Buyer shall be due and payable forthwith. The costs of recovering or reclaiming the goods shall be borne by the Buyer.

3. The Buyer is obliged to inform Blok 'N' Mesh immediately in writing when a third party attaches or seizes the goods delivered by Blok 'N' Mesh and also in the case of an administration order, guardianship order, winding-up or death.

4. The Buyer may sell or use the goods in the scope of its normal business practices, but may not pledge them, nor use them as security for a claim from the third party.

#### **Article 11 Liability**

1. Blok 'N' Mesh shall not be liable for any loss or damage incurred by the Buyer, except when the damage is the result of an intentional act or gross negligence on the part of Blok 'N' Mesh

2. Blok 'N' Mesh is under no circumstances liable for any trading loss, loss due to delays, loss of profits, loss due to business interruptions or any other consequential loss or damage sustained by the Buyer.

3. Blok 'N' Mesh has taken out an indemnity insurance. Liability for any loss or damage is expressly limited to the amount which is paid out under the indemnity insurance in the matter concerned. If, for whatever reason, no payment is made under this indemnity insurance, the liability for loss or damage shall be expressly limited to the invoice amount, excluding VAT, of the delivery in relation to which the loss or damage occurred.

4. Any further liability is expressly excluded.

#### **Article 12 Force majeure**

1. Force majeure shall be understood to mean: circumstances that prevent the specific performance of an agreement and cannot be attributed to Blok 'N' Mesh.

2. For majeure includes, but is not confined to: war and kindred risks, terrorism, strike, plant occupation, transport problems, riots, fire, water damage, machine defects, breakdown of energy supply, sales bans and all other interruptions of operations of Blok 'N' Mesh or its suppliers, as well as breach of contract by its suppliers.

3. In the event of force majeure, Blok 'N' Mesh shall be entitled to suspend the performance of an agreement without judicial intervention, or to terminate the agreement entirely or partially, without being required to compensate the Buyer.

4. If the force majeure situation has lasted more than six months, or if it is clear that the force majeure situation will last more than six months, both parties be entitled to terminate the agreement entirely or partially. In such a case, Blok 'N' Mesh will also not be required to compensate the Buyer.

#### **Article 13 Complaints**

1. Complaints must be submitted in writing to Blok 'N' Mesh within 8 days after receipt of goods supplied, or within 8 days following the day on which the Buyer might reasonably have been able to take note of any defects. Complaints due to facts visible at the time of delivery must be indicated on the delivery note by the Buyer, failing which the Buyer will not be entitled to terminate the agreement and / or claim any damage and / or to require performance of the contract.

2. Complaints about invoices must also be submitted in writing within 8 days after the invoice date.

3. For the purposes of these provisions, all partial deliveries shall be considered separate deliveries.

4. The Buyer is not entitled to return the goods he complains about within Blok 'N' Mesh prior written permission.

5. The Buyer loses his right to complain if he does not enable Blok 'N' Mesh to check the supposedly non-conforming goods in their original state.

6. If the complaint is justified, Blok 'N' Mesh will at its discretion pay a reasonable compensation up to a maximum equal to the amount invoiced for the goods supplied, or replace for free the goods supplied upon return of the goods originally supplied.

#### **Article 14 Payment**

1. Unless otherwise agreed in writing, payment must be made by transferring the amount of the invoice to a bank or giro account indicated by Blok 'N' Mesh within 30 days after the invoice date.

2. In addition to article 4 sub 3 and 4 Blok 'N' Mesh has the right to require advance payment by credit card.

3. All payments made by the Buyer are primarily for settlement of any interest and collection and/or administration costs incurred by Blok 'N' Mesh and subsequently for payment or older outstanding invoices. The payments go to reduce first costs owed and then the principal sum.

4. If the Buyer fails to pay a partial delivery, Blok 'N' Mesh shall be entitled to suspend performance of the other orders for the period during which the Buyer does not pay a due and payable invoice or partial invoice, without prejudice to Blok 'N' Mesh right to terminate the deliveries definitively after giving notice of default and demand payment of all the amounts owed.

5. In the event that the Buyer:

- a) is declared insolvent, assigns an estate, applies for a moratorium, or if part or all of his property is seized;
- b) passes away or is placed under guardianship;
- c) does not meet an obligation arising from the Law or from these conditions;
- d) neglects to pay an invoice or a part thereof within the set term;
- e) goes on strike, or transfers his company or an important part thereof, including the contribution of his company to an already existing partnership or a partnership to be incorporated, or proceeds to ament the objective of his company;

The Buyer shall be in default, merely by any of the above-mentioned events taking place. All the amounts that the Buyer owes to Blok 'N' Mesh will become immediately due and payable in such case, and Blok 'N' Mesh shall be entitled to suspend the agreement or the performance of the agreement without further notice of default or judicial intervention, either entirely or partially, or to consider an agreement terminated, without prejudice to Blok 'N' Mesh right to claim compensation for any loss or damage sustained, expenses incurred, and interest paid.

#### **Article 15 Interests and costs**

1. If payment does not take place within the term stated in the previous article, the Buyer will be legally in default, and will owe an interest of 2% of the amount due Blok 'N' Mesh for each month or part thereof by which the term of payment has been exceeded.

2. Apart from the amount due, Blok 'N' Mesh shall be entitled to claim all costs from the Buyer that have resulted from his non-payment, including the costs of collection, both in and out of court. The extrajudicial costs of collection shall amount to at least 15% of the amount owed by the Buyer, including the aforementioned interest, with a minimum of €200.

#### **Article 16 Applicable law**

1. The General Terms and Conditions and all confirmation of orders, agreements, quotations, agreements and invoices issued by Blok 'N' Mesh shall be exclusively subject to Dutch law, including those concluded with buyers residing or established abroad.

2. The applicability the Vienna Sales Convention is specifically excluded.

#### **Article 17 Disputes**

1. Any dispute whatsoever – including any disagreement which only one party considers to be a dispute – which may arise between Blok 'N' Mesh and the Buyer in connection with or as a result of the agreement to which these general terms and conditions apply, will be settled by the competent court 'Zeeland - West - Brabant' location Breda, insofar as permitted by statutory provisions.

#### **DECLARATION**

I have read the terms and conditions as stated above and have understood them and consider them to be reasonable and agree to abide by them.

Name (printed) \_\_\_\_\_

Director/Proprietor/Partner/LLP Member (delete as appropriate) – Purchasing Manager

Signed \_\_\_\_\_

Date \_\_\_\_\_