

# BODYSCENT INTERNATIONAL LTD

Ballyfoyle  
Kilkenny  
Ireland



Suppliers of fine fragrances

tel | + 353 (0)56 7767000

fax | + 353 (0)56 7767130

web | www.bodyscent.ie

e-mail | accounts@bodyscent.ie

## PROFORMA ACCOUNT APPLICATION FORM

(PLEASE COMPLETE IN BLOCK CAPITAL LETTERS)

Payment in advance is required on all Proforma accounts.

### BUSINESS DETAILS

#### Company Name

#### Trading Name (if different to company name)

#### Company Address

Street: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Town: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

#### Company Telephone (including area code)

#### Company Fax (including area code)

#### Company e-mail

#### Company website

#### Type of Company (Please tick the relevant box)

Limited Company    Partnership    Sole Trader

#### VAT Number

#### Type of Business (Please tick the relevant box)

Retail    Wholesaler    Internet    Other

#### Company Registration Number

#### Number of Years in Business

#### Date of Company Registration

#### Number of Branches

#### Number of Employees

#### Estimated monthly spend

 €

#### Estimated annual turnover

 €

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## PROFORMA ACCOUNT APPLICATION FORM

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### ORDER CONTACT DETAILS

**Full Name**

**Telephone** (including area code)

**Fax** (including area code)

**e-mail**

### ACCOUNTS CONTACT DETAILS

**Full Name**

**Telephone** (including area code)

**Fax** (including area code)

**e-mail**

### PROPRIETORS DETAILS Full Name(s), Address(es) and Telephone No. of Proprietor(s) / Director(s) / Partner(s)

**Full Name & Address** (Proprietor/Director/Partner)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Telephone: \_\_\_\_\_

**Full Name & Address** (Proprietor/Director/Partner)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Telephone: \_\_\_\_\_

### TRADE REFERENCES

**Trade Reference Details**

Company Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Trade Reference Details**

Company Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am fully aware of your **Terms & Conditions of Sale** as stated on document TC1 & I agree to abide by same.

Signed \_\_\_\_\_ Full Name \_\_\_\_\_ Date \_\_\_\_\_

**N.B. Your Application may be rejected if you fail to provide all necessary information on this form.**

**FOR OFFICE  
USE ONLY**

Account No.: \_\_\_\_\_

Date Received: \_\_\_\_\_

Approved By: \_\_\_\_\_

Date Approved: \_\_\_\_\_

**BODYSCENT INTERNATIONAL LIMITED**  
**STANDARD TERMS AND CONDITIONS OF SALE**

**1. DEFINITIONS**

"Buyer" means any person, firm, company or body to whom Bodyscent International supplies any Goods or Services.

"BI" means Bodyscent International Limited (Company number 328329) whose registered business office is situated at Ballyfoyle, Co Kilkenny.

"Contract" means any contract between BI and the Buyer for the sale of Goods by BI to the Buyer, which contract shall comprise only these Conditions together with any terms specifically agreed in writing between the parties. "Goods" means any goods which BI agrees to sell to the Buyer.

**2. CONTRACT FORMATION**

No order or quotation will be binding on BI unless and until it is accepted by BI in a written acknowledgement of order or by the shipment of any Goods. Any such quotation supplied by BI does not constitute an offer and may be withdrawn by BI at any time.

Any clerical error or omissions in any sales literature, quotation, price list, invoice or any other document or information produced by BI shall be subject to amendment without any liability levied against BI. The buyer is responsible for ensuring that the terms of their order are fulfilled and accurate. Goods are not supplied by BI on a sale or return basis.

**3. PRICES AND PAYMENT**

The Contract price of the Goods shall be the price set out in BI's acknowledgement of order or the price otherwise specified by BI in writing as published in our monthly brochure and any subsequent offers by fax, telephone or post. All prices quoted are exclusive of VAT which the buyer shall be obliged to pay in addition to the quoted price.

On authorised credit accounts all payments must be made in full within 30 days of delivery of the Goods unless otherwise agreed in writing. If an account remains unpaid after this time BI has the right to withhold delivery of any further Goods (whether pending or a new order). BI reserves the right to charge interest on any amounts exceeding 60 days or more from date of Invoice at the prevailing variable lending rate as set by our bank. BI will be required to advise the customer in writing, 14 days prior to any additional legal costs or interest due on overdue accounts.

**4. TITLE AND RISK**

Title to all Goods (Goods delivered by BI shall not pass to the Buyer but shall be retained by BI until the contract price has been paid to BI in full by the Buyer). Until such time as the title in the goods has passed to the Customer.

(i) BI shall have absolute authority to re-take, sell or otherwise deal with or dispose of all or any part of the Goods in which title remains vested in BI.

**TITLE AND RISK *continued***

(ii) For the purpose of specifying (i) above BI or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon the premises in which the goods or any part thereof is installed, stored or kept or is reasonably believed so to be; and BI shall be entitled to seek a court injunction to prevent the customer from selling, transferring or otherwise disposing of the Goods.

(iii) Notwithstanding the foregoing risk in the Goods shall pass on delivery of the same to the buyer and until such time as title in the Goods has passed to the buyer and the buyer shall ensure such Goods to its replacement value namely BI as the loss payee and noting BI's interest on the relevant insurance policy and the buyer shall forthwith upon request provide BI with the certificate or other evidence of such insurance.

(iv) The Goods shall remain the sole and absolute property of BI until unconditional payment in full has been received by BI for the Goods and all other monies due to BI.

**5. CARRIAGE**

BI reserves the right to charge carriage at the prevailing rate as specified on our current Price Lists and Brochures.

**6. SHORTAGES AND DAMAGES**

BI will not accept any liability for damage in transit, shortage of delivery, non-delivery or loss of Goods unless the Buyer shall have given notice by telephone or fax to BI of such damage, shortage or loss within 3 days of receipt of Goods. Any complaints made after this time will not be accepted. Goods that are returned to BI without prior authorisation will not be accepted and shall be returned to the Buyer.

**Acceptance of Terms of Trading as specified above.**

Company Name \_\_\_\_\_

Company Registered Number \_\_\_\_\_

Trading Name  
(If different from above) \_\_\_\_\_

Full Name \_\_\_\_\_  
Owner/Director/Authorised Buyer – *please delete as appropriate*

Signature \_\_\_\_\_

Date \_\_\_\_\_

Telephone \_\_\_\_\_

**Please send all original forms by post to:**  
**BODYSCENT INTERNATIONAL LTD, FREEPOST, FKK29, BALLYFOYLE, KILKENNY**