



### TRADING ACCOUNT OPENING FORM

<b>Name &amp; Full Company Address &amp; Contact Details:</b>  Tel. No.: Fax No.: Email:	<b>Delivery Address and Contact Details (if different from Company address)</b>  Delivery time from/to  Tel. No.: Email:
<b>VAT Number:</b>  <b>Registered Company No: Address of Registered Office:</b>	<b>Bank Details:</b>  Bank Name:  Bank Account Name: Bank Account No.: Sort Code:
<b>1<sup>st</sup> Trade Reference:</b>  Tel. No: Fax No:	<b>2<sup>nd</sup> Trade Reference:</b>  Tel. No: Fax No:
<b>Name &amp; Full Home Address Details of First Director, Sole Trader or Business Partner:</b>  Tel. No.:	<b>Name &amp; Full Home Address Details of Second Director/Company Secretary or Business Partner:</b>  Tel. No
<b>SPECIAL TERMS</b>	
<b>PAYMENT TERMS</b> <b>NO CREDIT</b>	
<p style="text-align: center;"><b><u>FOR LIMITED/LLP/PLC COMPANY ONLY</u></b></p> <p>We acknowledge that we are personally responsible for payment and discharge of the account in the event of non-payment by the Company. We further acknowledge that our liability under this guarantee is joint and several.</p> <p><b><u>First Director</u></b></p> Signature:.....  Name in Block Letters:.....  <p><b><u>Second Director/Company Secretary</u></b></p> Signature:.....  Name in Block Letters:.....  Date:.....	<p style="text-align: center;"><b><u>FOR SOLE TRADERS AND PARTNERSHIP ONLY</u></b></p> <p>I (We) acknowledge that I am (We are) personally responsible for payment and discharge of the account and I am (We are) authorised to sign on behalf of my partners whose names appear above.</p> <p><b><u>Sole Trade/ First Partner</u></b></p> Signature:.....  Name in Block Letters:.....  Letters:.....  <p><b><u>Second Partner</u></b></p> Signature:.....  Name in Block Letters:.....
<b><u>FOR OFFICE USE ONLY</u></b>	
<b>Account Authorised by:</b> ..... <b>Signature:</b> .....  <b>Date:</b> ..... <b>Sales Agent:</b> .....	

We reserve the right to perform credit checks on our customers - Please see reverse for Standard Terms & Conditions

**GPBRANDS**

WWW.GPBRANDS.CO.UK - TEL: 0203 411 4435

[orders@gpbrands.co.uk](mailto:orders@gpbrands.co.uk)

Da Spago Ltd T/A GP Brands – Unit 2E Tomo Industrial Estate, Packet Boat Lane, West Drayton, UB8 2JP, UK  
(Registered in England No. 06883154) VAT 972 1457 11 - EORI: GB972145711000 - AWRS registration number XEAW 000 0010 7878



## STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS (“CONDITIONS”):

### 1. GENERAL PROVISIONS

1.1 These general terms and conditions, unless otherwise specifically agreed in a writing signed by Da Spago Ltd Limited (“T/A GP Brands”), govern all the current and current and future sale contracts of wines (“Wines”) with GP Brands as seller and any purchaser as “Buyer”.

### 2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.2 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 These Conditions apply to all GP Brands’s sales and any variation to these Conditions and any representation about the Wines shall have no effect unless expressly agreed in writing by GP Brands.

2.3 Each order for Wines by the Buyer from GP Brands shall be deemed to be an offer by the Buyer to purchase Wines subject to these Conditions.

2.4 No order placed by the Buyer shall be deemed to be accepted by GP Brands until a written acknowledgement, including by fax, of the order is issued by GP Brands or (if earlier) GP Brands delivers the Wines to the Buyer.

2.5 GP Brands reserves the right to totally or partially cancel the order, where GP Brands is not able to supply the Buyer with the wine requested, either in part or in whole.

### 3. DELIVERY

3.1 Unless otherwise specifically agreed in writing by GP Brands, each sale is delivered to the Buyer by GP Brands or its logistics partners.

3.2 Unless otherwise specifically agreed in writing by GP Brands, the delivery schedule stated in the order or in the confirmation of order reflects an expectation but not an obligation of GP Brands. Therefore, late delivery will not justify either a claim for damages or the cancellation of the order.

3.3 If for any reason the Buyer will not accept delivery of any of the Wines when they are ready for delivery, or GP Brands is unable to deliver the Wines on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

a) Risk in the Wines will pass to the Buyer (including for loss or damage caused by GP Brands’s negligence);

b) The Wines will be deemed to have been delivered; and

c) GP Brands may store the Wines until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).

3.4 Any liability of GP Brands for non-delivery of the Wines shall be limited to replacing the Wines within a reasonable time or issuing a credit note at the pro rata rate against any invoice raised for such Wines.

### 4. RISK/TITLE

4.1 The Wines are at the risk of the Buyer from the time of their delivery.

4.2 Ownership of the Wines shall not pass to the Buyer until GP Brands has received in full (in cash or cleared funds) all sums due to GP Brands in respect of:

a) The Wines; and

b) All other sums which are or which become due to GP Brands from the Buyer on any account.

4.3 Until ownership of the Wines has passed to the Buyer, the Buyer must:

a) Hold the Wines on a fiduciary basis as GP Brands’s bailee;

b) Store the Wines (at no cost to GP Brands) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as GP Brands’s property;

c) Not destroy, deface or obscure any identifying mark or packaging on or relating to the Wines;

d) Maintain the Wines in satisfactory condition insured on GP Brands’s behalf for their full price against all risks to the reasonable satisfaction of GP Brands. On request the Buyer shall produce the policy of insurance to GP Brands; and

e) Hold the proceeds of the insurance referred to in condition 4.3 (d) on trust for GP Brands and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

4.4 The Buyer may resell the Wines before ownership has passed to it solely on the following conditions:

a) Any sale shall be effected in the ordinary course of the Buyer’s business at full market value; and

b) Any such sale shall be a sale of GP Brands’s property on the Buyer’s own behalf and the Buyer shall deal as principal when making such a sale.

4.5 The Buyer’s right to possession of the Wines shall terminate immediately if:

a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between GP Brands and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

c) The Buyer encumbers or in any way charges any of the Wines.

4.6 The Buyer grants GP Brands, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer’s right to possession has terminated, to recover them.

### 5. PRICE AND CONDITIONS OF PAYMENTS

5.1 The Buyer shall pay for the ordered Wines in conformity with the terms established by GP Brands price list or by separate written quotation made by GP Brands.

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5.2 The prices indicated in GP Brands price list are solely valid for minimum quantities of 36 bottles of Wines (75cl or equivalent) for sales to be delivered in the inner London area ("London Area") and 120 bottles of Wines (75cl or equivalent) for sales to be delivered outside London Area.

5.3 The prices set out in GP Brands Price list do not include VAT which will be added to the sale price at the applicable rate.

5.4 If the Buyer fails to pay GP Brands any sum due pursuant to these Conditions, the Buyer will be liable to pay interests to GP Brands on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily bases until payment is made, whether before or after any judgment.

5.5 All payments payable to GP Brands under these Conditions shall become due immediately upon termination, in all the cases foreseen in clause 9.

## 6. QUALITY

6.1 GP Brands warrants that (subject to the other provisions of these Conditions) upon delivery, the Wines will be of satisfactory quality within the meaning of the Sale of Wines Act 1994;

6.2 GP Brands shall not be liable for a breach of the warranty in clause 6.1. Unless time when the Buyer discovers or ought to have discovered the defect and:

6.2.1 The Buyer gives written notice of the defect to GP Brands, and (if the defect is as a result of damage in transit) to the carrier, within 8 days of the time when the Buyer discovers or ought to have discovered the defect; and

6.2.2 GP Brands is given a reasonable opportunity after receiving the notice of examining such Wines and the Buyer (if asked to do so by GP Brands) returns such Wines to GP Brands's place of business at the Buyer's cost for the examination to take place there.

6.3 GP Brands shall not be liable for a breach of the warranty in clause 6.1. If:

6.3.1 The Buyer makes any further use of such Wines after giving such notice; or

6.3.2 The defect arises because the Buyer failed to follow GP Brands's oral or written instructions as to the storage of the Wine s.

## 7. LIMITATION OF LIABILITY

7.1 Subject to condition 6 the following provisions set out the entire financial liability of GP Brands, including any liability for the acts or omissions of its employees, to the Buyer in respect of:

7.1.1 Any breach of these Conditions; and

7.1.2 Any representation, statement or tortuous act or omission including negligence arising under or in connection with any agreement governed by these Conditions;

7.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by s12 Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from these Conditions.

7.2.1 GP Brands shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 8. ASSIGNMENT

8.1 The Buyer shall not be entitled to assign these Conditions or any part of it without the prior written consent of GP Brands.

8.2 GP Brands may assign these Conditions or any part of it to any person, firm or company.

## 9. TERMINATION

9.1 Without prejudice to any other rights to which it may be entitled, GP Brands may terminate these Conditions without any written notice to the Buyer if:

a) The Buyer commits any material breach of any of the terms of these Conditions;

b) The Buyer has failed to make payment of any invoice in accordance with the terms hereof and such failure continues for fifteen (15) days after receipt of GP Brands's written notice.

9.2 The following situations, inter alia, shall be considered as specific circumstances that justify the immediate termination of the Conditions: bankruptcy, moratorium, receivership, liquidation or any kind of arrangements between creditors and debtors, or any other circumstances that are likely to affect substantially that party's ability to carry out its obligations under these Conditions or under the conditions of their commercial relationship.

## 10. FORCE MAJEURE

GP Brands reserves the right to defer the date of delivery or to cancel the order or terminate the agreement or reduce the volume of the Wines ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of GP Brands including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials Provided that, if the event in question continues for a continuous period in excess of 50 days, the Buyer shall be entitled to give notice in writing to GP Brands to terminate the Contract.

## 11. GENERAL

11.1 Each right or remedy of GP Brands under the Contract is without prejudice to any other right or remedy of GP Brands whether under r the Contract or not.

11.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, void ability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

11.3 Failure or delay by GP Brands in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

11.4 Any waiver by GP Brands of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Conditions.

11.5 The formation, construction, performance and validity of these Conditions shall be governed by English law and should any dispute arise out of the formation, construction, performance and validity of them it shall be exclusively settled before the arbitration panel set up under the

Alternative Resolution Disputes Rules ("ADR") of the London ADR Centre.

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## 12. COMMUNICATIONS

12.1 All communications between the parties about these Conditions must be in writing and delivered by hand or sent by pre -paid first class post or email to [gio@gpbrands.eu](mailto:gio@gpbrands.eu)

12.1.1 in case of communications to GP Brands to its registered office or such changed address as shall be notified to the Buyer by GP Brands; or

12.1.2 in the case of the communications to the Buyer to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to GP Brands by the Buyer.

12.2 Communications shall be deemed to have been received:

12.2.1 If sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

12.2.2 If delivered by hand, on the day of delivery;

12.2.3 If sent by facsimile transmission on a working day before 4.00 pm, at the time of transmission and otherwise on the next working day before.

Notes:

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