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Registered Office
EPE International Ltd, Belfry House,
Roysdsdale Way, Euroway Trading Estate,
Bradford, West Yorkshire
BD4 6SU

Distribution Centre
EPE International Ltd,
44 Wharfedale Road, Euroway Trading Estate,
Bradford, West Yorkshire
BD4 6TA

Registration No. **4897647**
VAT: **823 5635 30**

Phone: 0844 800 8055 **Fax:** 01274 652573 **Email:** theresa@epeinternational.com **Website:** www.epeinternational.com

Application To Open A Trade Account - Please Complete This Form In Block Capitals

1. Please attach your company letterhead

2. Please tick as applicable

Limited Company [X] Partnership [ ] Limited Liability Partnership [ ] Sole Trader [ ]

3. Please complete the following details:

Full Company Name Londonist Hospitality LTD

Trading Name Londonist Hospitality LTD Date Established 06 / 03 / 2024

Company Registration Number (If LTD) 15546966 Date Incorporated 07 / 03 / 2024

VAT Registration Number 464 9135 70 EORI Number: In process GLN Number:

Registered Office Address 5 Great James Street, Holborn, London,United Kingdom

Post Code WC1N 3DB Telephone 020 7287 1912

Email Address info@londonisthospitality.com Web Page https://www.londonisthospitality.com/

Business & Invoice Address A01, LEYTON INDUSTRIAL VILLAGE, ARGALL AVENUE, LEYTON, LONDON

Post Code E10 7QP Email Address info@londonisthospitality.com

Telephone 020 7287 1912 Fax Number

Name & Phone Number Of Buying Contact Mustafa Ozyildiz & +44 7440 712496

Delivery Address A01, LEYTON INDUSTRIAL VILLAGE, ARGALL AVENUE, LEYTON, LONDON,

Post Code E10 7QP

Nature Of Business: (tick applicable) Shop Owner [ ] Cookshop [ ] Department Store [ ] Hardware [ ] Wholesaler [X] Internet Retailer [X] Other [X]

If other please state the nature of your business: E-Commerce

Which other brands do you currently stock?

Directors/Partners/Proprietor names & addresses

1. Mr Asim Erturk
30 Old London Road, Sevenoaks, TN14 7AE

2.

3.

Banker's name ALLICA BANK

Address 4th Floor, 164 Bishopsgate, London,

Post Code EC2M 4LX

Account Name LONDONIST HOSPITALITY LIMITED

Account Number 00115908 Sort Code 04-13-76

Credit Limit Approximate Monthly Spend £

Are you a part of a buying group - if yes which one / Membership Number:

Trade reference 1

Name Londonist DMC LTD

Address 5 Great James Street, Holborn, United Kingdom

Post Code WC1N 3DB

Telephone 020 7287 1912

Fax

Trade reference 2

Name

Address

Post Code

Telephone

Fax

We may make a search with a credit reference agency, which will keep a record of that search and may share that information with other businesses.
We may also make enquiries about your principle directors with a credit reference agency. We also agree and understand item 7 of the terms and conditions regarding Title of goods.
I/We have read, understood and retained a copy of your terms and conditions of sale and agree to trade in accordance with these for goods and service supplied.
I/We also agree to comply with your settlement terms and request that you open a credit account and authorise you to take up references from the bank and trade sources supplied.

Authorised signatory DocuSigned by: Asim Erturk AECE36E74E944C4... Position Managing Director Date 09 / 05 / 2024

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Terms and Conditions of Sale EPE International Limited

1 DEFINITIONS

"The Company"	Means E P E International Limited
"The Customer"	Means the customer of the Company
"The Contract"	Means the contract for the sale of the goods by the company to the customer
"The Goods"	Means the goods forming the subject of the contract including parts and components of or materials incorporated in them.
"The Conditions"	Means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the company and the customer

2 QUOTATIONS

Quotations by the company shall be open for acceptance within the time period stipulated in them and be subject to confirmation by the Company at the time of acceptance.

3 EXISTENCE OF CONTRACT

3.1 No contract shall come into existence until the customers order (however given) is accepted by the earliest of (a) the company's written acceptance (b) delivery of goods and (c) The company's invoice (or if there is to be a formal acceptance procedure) the order from overleaf has been completed and signed on behalf of the customer and the order acknowledgement overleaf has been signed on behalf of the company).

3.2.1 These conditions shall be incorporated in the contract to the exclusion of any terms or conditions stipulated or referred to by the customer.

3.2.2 No variations or amendments of the contract shall be binding on the company unless confirmed by it in writing.

3.3 The Company's employees or agents are not authorised to make any representatives concerning the goods unless confirmed by the company in writing. In entering into the contract the customer acknowledges that it does not rely on, and waives any claim for breech of, any such representatives which are not so conformed with its terms.

3.4 The company's employees or agents are not authorised to make any representations concerning the goods unless confirmed by the company in writing. In entering into the contract the customer acknowledges that it does not rely on, and waives any claim for breech of, any such representations which are not so conformed in writing.

4 ORDERS AND SPECIFICATIONS

4.1 The customer shall be responsible to the company for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the customer, and for giving the company any necessary information relating to the goods within a sufficient time to enable the company to perform the contract in accordance with its terms.

4.2 The quantity, the quality and description of and any specification for the goods shall be those set out in the company's quotation (if accepted by the customer) or the customers order (if accepted by the company).

4.3 If the goods are manufactured in accordance with any design or specification provided or made by the customer the customer shall indemnify the company from and against all lose claims cost expenses and liability of any nature in connection with them including any claim, whether actual or alleged, that the design or specification infringes any patent, copy write, design, trade mark or other industrial or intellectual property rights of any third party.

4.4 The company reserves the right to make4 any changes in the specification of the goods which are required to conform with any applicable statutory of EC requirements, or where the goods are to be supplied to the company's specification, which do not materially affect there quality or performance.

4.5 No order which has been accepted by the company may be cancelled by the customer except with the agreement in writing of the company and on terms that the customer shall indemnify the company in full against all losses (including loss of profit), cost (including cost of all labour and material used), damages, charges and expenses incurred by the company as a result of cancellation.

5 PRICES

5.1 Prices are ex-works and exclude VAT and other duties.(Prices invoiced are calculated in respect of the quantity of goods actually delivered irrespective of the quantity in respect of which any quotation was issued).

5.2 The company shall have the right (in respect of any uncompleted portion of the contract) to adjust its prices for any increase in the price of (materials, parts, labour, transport, changes in work or delivery schedules or quantities or any other) costs of any kind arising for any reason after the date of the date contract.

6 PAYMENT

6.1 All sums due in respect of the goods are payable without discount of any kind in pounds sterling not later than the last day of the month of delivery and in no circumstances shall the customer be entitled to make any deduction or withhold payment for any reason at all.

6.2 Time for payment shall be of essence of the contract. Without any prejudice to any other rights of the company if the customer fails to make any payment by the due date the customer shall pay interest on any overdue amount from the date of which payment was due to that on which it is made(whether before or after any judgement) on a daily basis at a rate of 2% over the base rate from time to time quoted by Lloyds TSB and reimburse to the company all costs and expenses (inc legal costs) incurred in the collection of any over due amount. Should the customer default in payment any one invoice then amounts payable on all invoices raised regardless of whether they have fallen due shall become immediately due and payable

7 TITLE

7.1 For the purpose of section 12 of the sale of goods act 1979 the company shall transfer only such title or rights in respect of the goods as the company has and if the goods are purchased from a third party shall transfer only such title or rights as that party had and has transferred to the company

7.2 Not withstanding delivery and the earlier passing of risk in the goods, or any other provisions of these conditions, the property in the goods shall not pass to the customer until the company has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the company to the customer for which payment is then due.

7.3 Until such time as the property in the goods passes to the customer, the customer shall hold the goods as the company's fiduciary agent and bailee, and shall keep the goods separate from those of the customer and third parties and properly stored, protected and insured and identified as the companies property. Until that time the customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the company for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as the property in the goods passes to the customer the company shall be entitled at any time to require the customer to delivery up the goods to the company and, if the customer fails to do so forthwith, to enter upon any premises of the customer or any third party where the goods are stored and repossess the goods.

7.5 The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain property of the company, but if the customer does so all moneys owing by the customer to the company shall (without prejudice to any other right or remedy of the company) forthwith become due on payable.

7.6 The company shall be entitled to maintain an action for the price of any goods not withstanding that title in them has not passed to the customer.

8 RISK DELIVERY AND PERFORMANCE

8.1 Goods are delivered to the customer when the Company makes them available to the customer or any agent of the customer or any carrier (who shall be the customer agent whoever pas his charges) at the company's premises or other delivery point agreed by the company.

8.2 Risk in the goods passes when they are delivered to the customer pursuant to these conditions.

8.3 The company may at its discretion deliver the goods by instalments in any sequence.

8.4 Where the goods are delivered by instalments, each instalment shall be deemed to be the subject of a separate contract and no default or failure by the company in respect of any one or more instalments shall vitiate the contract in respect of the goods previously delivered or undelivered goods.

8.5 The company may deliver to the customer and the customer shall accept in satisfaction of the contract a lesser number than the number of goods order.

8.6 Any dates quoted by the company for the delivery of the goods are approximate only and shall not form part of the contract and the customer acknowledges that in the performance expected of the company no regard has been made to any quoted delivery dates. The company shall not be liable for any delay in delivery of the goods however caused. Time for delivery shall not be of the essence unless previously agreed by the company in writing. The goods may be delivered by the company in advance of the quoted delivery date upon giving reasonable notice to the customer.

8.7 If the customer fails to take delivery of the goods or any part of them on the due date and fails to provide any instructions documents licenses consents or authorisations required to enable the goods to be delivered on the due date, the company shall be entitled upon giving written notice to the customer to store or arrange for the storage of the goods, and then the risk in the goods shall pass to the customer, delivery shall be deemed to have taken place and the customer shall pay to the company all costs and expenses including storage and insurance charges arising from its failure.

8.8 The company shall not be liable for any penalty loss injury damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the customer to refuse to accept any delivery or performance of or repudiate the contract.

9 CLAIMS NOTIFICATION

9.1 Any claim for non delivery of any goods shall be notified in writing by the customer to the company within 3 days of the date of the company's invoice.

9.2 Any claim that any goods have been delivered damaged are not of the correct quantity or do not comply with there description shall be notified by the customer to the company verbally within 3 days and in writing within 3 days of there delivery.

9.3 Any alleged defects shall be notified in writing by the customer to the company within 3 days of the delivery of the goods or in the case of any defect which is not reasonably apparent on inspection within 7 days of the defect coming to the customers attention and in any event within the following periods:

9.3.1 for goods manufactured by the company 2 months from the date of delivery;

9.3.2 for goods not of the company's manufacture the warranty given by the manufacturer

9.4 Any claim under this condition must be in writing and must contain full details of the claim including the part numbers of any allegedly defective goods

9.5 The company shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition including the right to inspect the goods in question at the premises of the customer and the customer shall if so required in writing by the company promptly return any goods the subject of any claim and any packing securely packed and carriage paid to the company for examination

9.6 The company shall have no liability with regard to any claim in respect of which the customer has not complied with the provisions of these conditions, including with out limitation, non payment of the price of the goods or any part of the price.

10 SCOPE OF CONTRACT

10.1 Under no circumstances shall the company have any liability of whatever kind for:

10.1.1 Any defects resulting from wear and tear accident improper use by the customer or used by the customer otherwise than in accordance with the instructions or advice of the company or the manufacturer of any goods or neglect or from any instructions or materials provided by the customer;

10.1.2 Any goods which have been adjusted modified or repaired otherwise than by the company;

10.1.3 The suitability of any goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the company;

10.1.4 Any substitution by the company of any materials or components not forming part of any specification of the goods agreed in writing by the company;

10.1.5 Any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by the company contained in the companies catalogues, pricelists or else where since they are merely intended to represent a general idea of the goods and not to form part of the contract or be treated as representations;

10.1.6 Any technical information recommendations statements or advice furnished by the company its servants or agents not given in writing in response to a specific written request from the customer before the contract is made; or

10.1.7 Any variations in the quantities or dimensions of any goods or changes of their specifications or substation of any materials or components, if the variation or substitution does not materially affect the characteristics of the goods.

11 EXTENT OF LIABILITY

11.1 The company shall have no liability to the customer (other than liability for death or personal injury resulting from the company's negligence) for any loss or damage of any nature arising from any breech of any express or implied warranty or condition of the contract.

11.2 If the customer establishes that any goods have not been delivered, Have been delivered damaged, and not of the correct quantity or do not comply with their description the company shall, at its option, replace with similar goods any goods which are missing, lost or damaged or do not comply with their description, or allow the customer credit for their invoice value or repair any damaged goods.

11.3 If the customer establishes that any goods are defective the customer shall, at its option, replace with similar goods or repair any defective goods, allow the customer credit for their invoice value or to the extent that the goods are not of the companies manufacture, assigned to the customer (so far as the company is able to do so) any warranty's given by the manufacturer of the goods to the company.

11.4 The delivery of any repaired or replacement goods shall be at the companies premises or other delivery point specified for the goods.

11.5 Where the company is liable in accordance with this condition in respect of only some or part of the goods the contract shall remain in full force and affect in respect of the other or other parts of the goods and no set off or other claim shall be made by the customer against or in respect of such other parts of the goods.

11.6 No claim against the company shall be entertained for any defect arising from any design or specification provided or made by the customer or if any adjustments alterations or other work has been done to the goods by any person other than the company.

11.7 The company shall not be liable where any goods the price of which does not include carriage are lost and damaged in transit and all claims by the customer shall be made against the carrier. Replacements for such lost or damaged goods will, if available, be supplied, by the company at the prices ruling at the day of despatch.

11.8 In no circumstances shall the liability of the company to the customer under this condition exceed the invoice value of the goods.

12 GENERAL

12.1 The company may sub contract the performance of the contract in whole or in part.

12.2 The contract is personal to the customer and shall not be assignable by the customer without the expressed written consent of the company.

12.3 The company shall have a lien on all the customers property in the companies possession for all sum's due at any time from the customer and shall be entitled to use sell or dispose of that property as agent for and at the expense of the customer and apply the proceeds in and towards payment of such sums on 28 days notice in writing to the customer. Upon accounting to the customer for any balance remaining after payment of any sums due to the company and the costs of sale or disposal the company shall be discharged of any liability in respect of the company's property

12.4 The company may at its discretion to spend or terminate the supply of any goods if the customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the contract or any other agreement with the company or becomes insolvent, makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual) becomes bankrupt (or being a company) has a receiver appointed or its business or is compulsory or voluntary wound up or the company reasonably believes that any of those events may occur, and in case of termination shall be entitled to forfeit any deposit paid.

12.5 All tools, patterns, materials, drawings, specifications and other data provided by the company shall remain its property and all technical information, patentable or un-patentable, copyright and registered designs arising from the execution of any orders shall become the property of the company.

12.6 The contract and its subject matter are confidential and shall not be disclosed or used for any unauthorised purpose.

13. FORCE MAJEURE

The company shall not be liable for any failure in the performance of any of its obligations under the contract caused by factors outside its control.

14. LAW AND CONSTRUCTION

14.1 The contract shall be governed by English law and the customer consents to the exclusive jurisdiction of the English courts in all matters regarding the contract except to the extent that the company invokes a jurisdiction of the courts of any other country.

14.2 The headings of conditions are for convenience or reference only and shall not affect there interpretation.

15 NOTICES

Any notice to be given under the contract shall be in writing and sent by facsimile transmission or forwarded by first class pre paid registered or recorded delivery letter post. To the receiving party at its business address as last notified in writing to the other party and shall be deemed to have been given on the date of the facsimile transmission or on the day following that on which the notice was posted.