

- Kitchens • Bathrooms • Fitted Bedroom Furniture
- Doors & Windows • Wood Flooring • Landscaping • Ironmongery
- Tools • Decorating & Woodcare • Plumbing & Heating • Bricks & Blocks
- Timber & Sheet Materials • MDF Mouldings • Insulation • Drainage & Civils



Credit Account Application Form

Account Holders Details - TO BE COMPLETED BY ALL APPLICANTS

Full Name of Organisation or Individual ("Customer"):

Trading Name (if different from above):

Address of Customer (Registered Office address for Companies):

Postcode:

Please supply proof of your address, such as a copy of a current utility bill and a sample of your organisation's letterhead.

Previous Address (if less than 3 years at present address):

Account Contact Name: Position Held:

Phone: Fax: Mobile:

E-mail: Website:

Trading Details (please tick ✓ as applicable)

Sole Trader Partnership Ltd Company LLP Other

Registration No: Date Business Formed: / /

Description of business, eg: House Builder / Developer General Builder Bricklayer Plumbing & Heating
 Carpenter / Joiner Groundworks / Civil Engineering Landscaping / Paving Electrician
 Decorator Self Build Other (please specify):

How would you like to receive your Statements, Invoices & Credit Notes? (choose one only) E-mail Monthly E-mail Daily Fax Post

Have any of the directors, owners, partners or trustees of the organisation held any other credit accounts with us? Yes No

If Yes, please provide the account name(s):

Credit Limit Requested £:

Names and Addresses of Directors / Owners / Partners / Trustees (continue on separate sheet if necessary)

(1) Name:	(2) Name:	(3) Name:
Date of Birth: / /	Date of Birth: / /	Date of Birth: / /
Address:	Address:	Address:
Postcode:	Postcode:	Postcode:
Phone:	Phone:	Phone:

Names and Addresses of 2 Trade References

(1) Name:	(2) Name:
Credit Limit £:	Credit Limit £:
Address:	Address:
Postcode:	Postcode:
Phone:	Phone:
Fax:	Fax:

Payment

Payment of your account may be made by: Cash, cheque, BACS or debit card. Credit cards are also accepted subject to a 2% handling charge.

Account Security

Please tell us below what you require when booking out goods on your account:

- Do you require our invoices to quote a purchase order number or reference? Yes No
- If Yes, please specify the information you require, eg. site reference, job number, purchase order number (give example)

Please list below all authorised purchasers / signatories including yourself (please continue on a separate sheet if necessary).

	Names of authorised purchasers	Specimen signatures of authorised purchasers
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Communication

From time to time Coomers Ltd would like to send you information, special offers and newsletters (we will use your information in accordance with our privacy policy, which is available on request and can be viewed on our website (www.coomers.net), and we promise that we will **NEVER** pass on our mailing list to another third party).

If you do NOT want to be contacted by: E-mail Fax Text Mail please tick the appropriate box(es)

By providing us with your contact details you consent to Coomers contacting you in order to send you this information unless you have opted out above.

Declaration

By completing this Credit Account Application you are confirming the following:

- 1) you have the requisite authority to apply for credit and act on behalf of the Customer;
- 2) the information supplied in this Credit Account Application is true and accurate;
- 3) you have read and accept the applicable Conditions of Sale of Coomers Limited (in particular, the conditions relating to Credit Accounts) on behalf of the Customer;
- 4) you agree and accept that any Account provided by Coomers Limited, and any and all orders placed and contracts made with Coomers Limited are conditional on and subject to the Conditions of Sale of Coomers Limited, which are available on request and can be viewed at www.coomers.net;
- 5) you agree and acknowledge that Coomers Limited may make enquiries of credit reference agencies and other third parties who may record those enquiries to process your Credit Account Application, that Coomers Limited may also disclose information about the conduct of your Credit Account to credit reference agencies and other third parties and that the information obtained from or provided to credit reference agencies or other third parties may also be used by Coomers Limited when assessing further applications by the Customer for credit terms and for debt collection, tracing and fraud prevention purposes.

Signed by or on behalf of the Customer (Authorised Signatory): _____ Date: / /

Print Name: _____ Position: _____

Credit Guarantee

This is a legally binding guarantee; it should only be signed by a director / owner / partner / trustee of the organisation or a third party who is prepared to personally guarantee performance of the Customer's obligations. Your signature confirms you have read and understood its nature and effect.

In consideration of Coomers Limited agreeing to supply goods and / or services and to grant a credit account to the Customer, I hereby unconditionally guarantee the due and punctual performance and discharge of all of the Customer's obligations and, in particular, the due and punctual payment on demand of all sums now or subsequently payable to Coomers Limited by the Customer (whether under a Contract or otherwise), including any financial obligations arising from any increase in the Customer's credit limit granted by Coomers Limited from time to time, and I agree to indemnify Coomers Limited, and keep it indemnified, against all losses it may incur through any failure by the Customer to perform or discharge such obligations. I acknowledge and accept that this guarantee and indemnity is a continuing guarantee and indemnity and shall remain in force until all the Customer's obligations have been fully performed and discharged and, in particular, until all sums due and payable to the Coomers Limited have been paid (in cash or cleared funds) in full.

Signature of the Guarantor: _____ Date: / /

Print Name: _____ Position: _____

For office use only

Issuing Branch: Web	Date approved: / /	Credit limit approved:
Signed:	Print name:	Notes:
Branch notified: Yes / No	Member of staff notified:	Marketing notified: Yes / No

COOMERS' CONDITIONS OF SALE – SUPPLY OF GOODS AND SERVICES – BUSINESS CUSTOMERS (“Conditions”)

THE CUSTOMER SHOULD PAY SPECIFIC ATTENTION TO CONDITIONS 4, 5, 6, 8, 9, 10, 11 & 13

1. INTERPRETATION

The following definitions, unless the context requires otherwise, and rules of interpretation in Condition 1 shall apply to these Conditions:
Account: the credit account (if any) provided to the Customer by Coomers;
Additional Terms: any terms varying or adding to the Conditions that are included within the order acknowledgement or otherwise agreed in writing by Coomers;
Contract: any contract between Coomers and the Customer for the purchase of Goods and/or Services by the Customer from Coomers in accordance with and subject to the Conditions and Additional Terms;
Customer: the person, company or other type of organisation that enters into a Contract, in accordance with and subject to the Conditions, to purchase Goods and/or Services from Coomers;
Goods: any goods Coomers agrees to supply to the Customer under a Contract;
Price: is defined in Condition 7.1;
Coomers: Coomers Limited, a company registered in England and Wales (CRN: 1399398), whose registered office is at 5 Woolmer Way, Bordon, Hampshire, GU35 9QE;
Services: any services Coomers agrees to supply to the Customer under a Contract; and
Special Orders: any Goods not usually stocked by Coomers and ordered specifically for the Customer, any Goods designed and manufactured to meet the Customer's specifications and any Goods that are by their nature perishable.

1.1 References to the masculine include the feminine, the neuter, the singular include the plural and, in each case, vice versa. Reference to a statute or statutory instrument is a reference to it as it is in force for the time being and includes reference to any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.
1.2 Headings do not affect the interpretation of the Conditions.
2. APPLICATION OF TERMS
2.1 Subject to Condition 2.2, the Conditions apply to all Contracts to the exclusion of all other terms and conditions. No terms or conditions of the Customer (whether endorsed on, delivered with, or contained in the Customer's purchase order or other documents) shall form part of any Contract and any attempt by the Customer to exclude, vary or limit any Conditions shall be void.
2.2 Any variation to the Conditions, and any representations about the Goods and/or Services, shall have no effect and shall not form part of the Contract unless agreed in writing by Coomers.
2.3 Coomers may provide the Customer with an oral or written quotation. A quotation so provided is an invitation to treat by Coomers to supply the Goods and/or Services, subject to the Conditions, to the Customer. A quotation is valid for 30 days from its date, provided that Coomers has not previously withdrawn it.
2.4 An acceptance of a quotation or the placing of an order by the Customer shall be deemed to be an offer, subject to the Conditions, to purchase Goods and/or Services from Coomers. No quotation accepted or order placed by the Customer shall be deemed to be accepted by Coomers until Coomers confirms acceptance orally or in writing.
2.5 No binding Contract will come into existence until an order acknowledgement is given by Coomers in accordance with Condition 2.4 or, if earlier, by Coomers delivering the Goods or commencing performance of the Services (whichever is the earlier).

3. DESCRIPTION

3.1 The quantity and description of the Goods and/or Services is set out in Coomers' quotation and/or order acknowledgement and the Contract.
3.2 All descriptions, drawings, specifications, technical data and illustrations and any advertising or other materials issued by Coomers, or contained in Coomers' brochures or website, are approximations and for information purposes only, should not be relied on by the Customer as precise or construed literally and shall not form part of the Contract.
3.3 Coomers reserves the right to change any descriptions, drawings, specifications, technical data, illustrations, brochures, advertising materials, its website and any other materials provided at any time without notice.
3.4 The Customer acknowledges that Goods are supplied on the understanding that there may be slight dye and/or shade variations and that the finishes of goods containing natural products or materials (such as wood) or leather products may vary from sample to sample and product to product, may not be uniform in colour or texture and may contain grain variations, natural marks and scars. Any such natural variations shall not be a defect for the purposes of Condition 10.2. Unless agreed otherwise, no Contract shall be a sale by sample.
4. DELIVERY
4.1 Unless otherwise agreed in writing by Coomers, delivery of the Goods and/or Services shall take place at the Customer's premises or the delivery address set out in the Contract and/or Account application form or Coomers' premises ("Delivery Point").
4.2 Coomers will endeavour to deliver the Goods as near as possible to the Delivery Point as a safe hard road permits but reserves the right to refuse to deliver the Goods at the Delivery Point if Coomers' driver or the carrier reasonably considers the Delivery Point is unsuitable for delivery.
4.3 Unless agreed otherwise, Goods will be delivered free of charge where orders are over £100 and will be delivered on weekdays and/or Saturday mornings during normal working hours. Coomers reserves the right to levy an additional charge where the Customer requests that the Goods are delivered in instalments or outside normal working hours or on Sundays or Bank Holidays.
4.4 Coomers will endeavour to deliver the Goods and perform the Services by the date specified by Coomers or, if none is specified, within a reasonable period of time. However, any such specified date is an estimate only and it is hereby expressly agreed that time for delivery shall not be, and shall not be made by notice, of the essence.
4.5 Coomers' record of the delivery date and/or completion date and description of the Goods delivered to, and/or Services performed for, the Customer shall be conclusive evidence of such, unless the Customer can provide conclusive contrary evidence.
4.6 Coomers may deliver the Goods by separate instalments, which shall be invoiced and paid for separately and in accordance with the provisions of the Contract. Each separate instalment shall be a separate Contract. No cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
4.7 If the quantity of Goods delivered to the Customer is up to 5% more or less than the quantity ordered the Customer must notify Coomers, is not entitled to reject all or any of the Goods for this reason and shall, unless agreed otherwise by Coomers, pay for any surplus or shall be issued with a credit note for any shortfall at the pro rata Contract rate.
4.8 If for any reason the Customer fails to accept delivery of any of the Goods when the Goods are delivered to the Customer, or within 24 hours of notification that the Goods are ready for delivery, wishes to delay delivery, or Coomers is unable to deliver the Goods because of the Customer not providing appropriate instructions, access, documents or authorisations: the Goods will be deemed to have been delivered; and
(a) Coomers may store the Goods until actual delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance costs).
4.9 If the Customer has not taken/accepted delivery of the Goods within 10 days of the notification that the Goods are ready for delivery, Coomers may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage, insurance and selling costs, account to the Customer for any excess over or charge the Customer for any shortfall in the Price.
4.10 Subject to the other Conditions and unless agreed otherwise by Coomers, Coomers will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and any similar loss) costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods or performance of the Services, nor shall any such delay entitle the Customer to repudiate or terminate the Contract unless it exceeds 28 days and the delay is wholly and completely the fault of Coomers.
4.11 Coomers shall not be liable for delivering the wrong Goods or for non-delivery of or damage to the Goods (even if caused by Coomers' negligence) or for delay in delivery of the Goods within 3 days of the actual delivery date.
4.12 Coomers' liability under Condition 4.11, as a result of the Customer complying with the notice requirements, is limited to, at Coomers' option, replacing or issuing a credit note for the Goods within a reasonable time.

5. CUSTOMER'S OBLIGATIONS AND WARRANTIES

5.1 The Customer warrants that it has the necessary authority to enter into the Contract. The Customer warrants that all the information provided to Coomers is true and accurate and acknowledges that Coomers is relying upon such information in relation to the provision of the Services.
5.2 The Customer agrees to co-operate fully with Coomers and provide any assistance required to supply the Goods and/or Services, in particular, without limitation, the Customer agrees to do the following at its own expense:
(a) provide adequate and appropriate equipment and suitably trained and competent personnel at the Delivery Point to unload the Goods at a reasonable speed. If Coomers' or its carrier's delivery vehicle is kept waiting for an unreasonable time, is unable to complete delivery or if Coomers' has to provide staff to unload the Goods an additional charge may be made; and
(b) inspect and check the Goods on delivery to ensure that they conform to the Contract and the Customer's requirements; and
(c) ensure an authorised representative of the Customer signs the delivery note (or the equivalent documentation of a carrier) on delivery of the Goods and that the Goods are as ordered and not damaged; and
(d) provide Coomers with all information, co-operation and support reasonably required to enable Coomers to perform the Services in accordance with the Conditions; and
(e) take such steps as reasonably required to enable delivery of the Goods; and
(f) where Goods are to be delivered to premises other than the Customer's, ensure that all relevant regulations are complied with to ensure safe delivery of the Goods; and
(g) ensure that Coomers and its employees, agents, and sub-contractors are always subject to a safe working environment.
5.3 If Goods are supplied under a Contract for use in conjunction with the Customer's existing equipment and/or structures the Customer shall be responsible for ensuring that such equipment and/or structures are in all respects suitable and adequate for the purpose and properly installed.

6. RISK/TITLE

6.1 The risk in the Goods shall pass to the Customer when the Goods leave Coomers' premises or, if applicable, Coomers' supplier's premises. Title in the Goods shall not pass to the Customer until Coomers has received (in cash or cleared funds) from the Customer:
(a) the full Price for the Goods plus VAT; and
(b) all other sums which are due to Coomers from the Customer.
6.2 Until title in the Goods passes (as set out in Condition 6.1) the Customer shall:
(a) hold the Goods on a fiduciary basis as Coomers' bailee;
(b) store the Goods (at no cost to Coomers) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Coomers' property;
(c) not remove, destroy, deface or obscure any identifying mark or packaging relating to the Goods;
(d) maintain the Goods in satisfactory condition, keep them insured on Coomers' behalf for their full Price against all risks from the date of delivery and provide Coomers with a copy of the insurance policy on request;
(e) notify Coomers immediately if any of the events listed in Condition 6.4 occur; and
(f) deliver up the Goods to Coomers on demand.
6.3 The Customer may only resell the Goods before title has passed if such sale is a sale of Coomers' property on the Customer's own behalf as principal, made in the Customer's ordinary course of business and at the full market value.
6.4 The Customer's right to possess the Goods shall end immediately if:
(a) has a bankruptcy order made against it or makes an arrangement or composition with its 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 or manager or administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer, or the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
(b) the Customer suspends, ceases or threatens to cease to carry on all or substantially the whole of its business or the Customer suffers or allows any execution, sequestration or such other process to be levied on its property or obtained against it or encumbers or in any way charges any of the Goods; or
(c) the Customer fails to observe or perform any of its obligations under the Contract; or
(d) any event occurs or proceeding is taken, with respect to the Customer, in any jurisdiction to which it is subject that has a similar or equivalent effect to any of the events listed in Condition 6.4(a) and (b).

6.5 Coomers shall be entitled to recover payment for the Goods notwithstanding the fact that title in any of the Goods has not passed from Coomers to the Customer.
6.6 The Customer grants Coomers, its agents and employees an irrevocable licence to enter any premises where the Goods are or may be stored at any time to inspect or (where the Customer's right to possession has ended) recover them.
6.7 If before the Goods pass to the Customer any of the events listed in Condition 6.4 occur or Coomers reasonably believes any such event is about to occur and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy of Coomers, Coomers may at any time require the Customer to deliver up the Goods or use its rights in Condition 6.6.
6.8 If Coomers repossesses any Goods or the Customer delivers up any Goods, in accordance with Condition 6, the Contract for those Goods shall be rescinded.

7. PRICE

7.1 Unless otherwise agreed by Coomers in writing and subject to Conditions 7.2 and 7.3, the price for the Goods and/or Services shall be the price stated in the quotation or order acknowledgement provided by Coomers to the Customer in accordance with Conditions 2.3 and 2.4, together with any VAT and delivery costs ("Price").
7.2 The Price, and the cost of any additional work provided for in Condition 7.4, is based on the costs of materials, labour, sub-contracts, transport, taxes, duties and all other relevant costs at the date of the quotation and/or order acknowledgement and on the work being done in normal working hours.
7.3 Coomers reserves the right to vary the Price, by giving notice to the Customer prior to delivery, to take account of any variation (howsoever arising) in these costs or the imposition of any new taxes or duties between the quotation or order acknowledgement date and the date of delivery.
7.4 In addition to the Price, the Customer shall pay for any additional work:
(a) required as a result of any matter that Coomers did not know existed and/or could not reasonably have foreseen at the date of the quotation and/or order acknowledgement;
(b) carried out by Coomers, at the Customer's request, which Coomers was not originally contracted to undertake (such as providing additional staff for unloading Goods); and
(c) or costs as a result of the Customer providing inadequate or inaccurate instructions, information or drawings to Coomers or as a result of the Customer failing to comply with any of the Conditions.
7.5 Any additional costs payable by the Customer under Condition 7.4 will be invoiced by Coomers at the time the work is carried out and payable in accordance with Condition 8.

8. PAYMENT

8.1 Unless otherwise agreed in writing by Coomers, Coomers shall be entitled to issue an invoice for the Price on delivery.
8.2 Unless otherwise agreed in writing, for Customers with an Account that has not reached its credit limit each invoice submitted by Coomers shall be paid by the end of the calendar month following the calendar month of invoice. For Customers without an Account or the Customer failing to comply with its credit limit, the Price shall be paid at the time of the order or on receipt of Coomers' invoice as directed by Coomers. Time for payment shall be of the essence.
8.3 Coomers reserves the right, in its absolute discretion, to cancel the Account.
8.4 Coomers reserves the right to suspend the Account if it decides, for whatever reason, that it requires further security from the Customer, other than that already provided (if any), for the performance and discharge of the Customer's obligations under any Contract or for any other reason it considers reasonable. The Customer agrees to use its best endeavours to ensure that any additional security required by Coomers (including, but not limited to, a third party providing a guarantee) is provided. Coomers may decide to reinstate the Account if the Customer provides the additional security required or meets any other conditions required to be satisfied by Coomers.
8.5 If Coomers exercises its right to cancel or suspend the Account, in accordance with Conditions 8.3 and 8.4 respectively, all sums owed to Coomers by the Customer at the date of cancellation or suspension shall be payable on demand and Coomers may continue trading with the Customer on the basis set out in Condition 8.2 for Customers without an Account.
8.6 No payment shall be deemed to have been received until Coomers has received cash or cleared funds and all sums payable to Coomers under a Contract shall become due immediately on its termination, howsoever arising.
8.7 The Customer or the Customer's agents shall be responsible for all funds arising without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Coomers to the Customer.
8.8 Without prejudice to any of its other remedies, if any amount due from the Customer is not paid in accordance with the Conditions Coomers may do all or any of the following:
(a) treat any or all Contracts as repudiated by the Customer;
(b) without notice suspend or cancel delivery of the Goods and/or performance of the Services under the Contract, and any other Contract, until the Customer pays the outstanding amount(s) in full;
(c) appropriate any payment made by the Customer under any other Contract with Coomers to pay for any outstanding amounts as Coomers may, in its sole discretion, think fit;
(d) charge interest at the annual rate of 4% above the base rate of NatWest Bank Plc;
(e) claim interest under Late Payment of Commercial Debts (Interest) Act 1998.
8.9 On termination of the Contract, howsoever caused, the rights of Coomers in this Condition 8 shall remain in effect.

9. CANCELLATION

9.1 Unless agreed otherwise, the Customer is not entitled to cancel the Contract. However, except in relation to Special Orders and subject to the Customer's agreement, if the Customer cancels the Contract before delivery of the Goods and/or performance of the Services then the Customer shall pay Coomers such amount as Coomers considers reasonable in the circumstances.
9.2 Any amounts payable by the Customer under Condition 9.1 shall be invoiced by Coomers within 14 days of the cancellation date and shall be payable by the Customer in accordance with Condition 8.
10. COOMERS' WARRANTIES
10.1 Unless otherwise agreed in writing by Coomers, Coomers warrants that the Services will be provided with reasonable skill and care, subject to the Customer complying with Condition 5.
10.2 Subject to Conditions 10.3 and 10.7, Coomers warrants that the Goods shall conform in all materials respects with their description and applicable specification at the time of delivery and, except in relation to Special Orders and unless otherwise agreed by Coomers in writing, for 12 months thereafter.
10.3 Subject to Conditions 10.4 to 10.7, if the relevant Goods do not conform with the warranty provided by Coomers in accordance with Condition 10.2 Coomers shall, at its option, repair or replace such Goods (or the defective part) or issue a credit note at the pro rata Contract rate to the Customer provided that the Customer:
(a) gives written notice of any breach of the warranty to Coomers within 3 days of the time when the Customer discovers or ought to have discovered the breach; and
(b) gives Coomers a reasonable opportunity, after receiving the notice, to examine the relevant Goods and the Customer (unless agreed otherwise and subject to a reasonable handling charge in the circumstances for collection by Coomers) returns the relevant Goods (or the relevant part) to Coomers' premises at the Customer's expense.
Condition 10.3 shall not apply if the defect arises as a result of normal wear and tear, the Customer's negligence or failure to comply with the Conditions or failure to follow Coomers' or its suppliers' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice or the Customer makes any further use of the Goods after giving notice to Coomers in accordance with Condition 10.3 or the Customer alters, modifies, mishandles or repairs such Goods.
10.5 If Coomers complies with Condition 10.3 it shall have no further liability for a breach of the warranty in Condition 10.2 in respect of such Goods.
10.6 Any Goods that are returned by the Customer pursuant to Condition 10.3 shall belong to Coomers unless Coomers repairs such Goods in accordance with Condition 10.3. These Conditions shall apply to any repaired or replacement Goods supplied by Coomers.
10.7 Coomers' reasonable opinion as to the cause of the defect shall be final and binding unless the Customer can provide conclusive evidence to the contrary.

11. LIMITATION OF LIABILITY

11.1 Subject to Conditions 4, 10 and 12, Condition 11 sets out the entire financial liability of Coomers (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of any breach of the Contract and any representation, statement, tortious act or omission, including negligence, arising under or in connection with the Contract.
11.2 Subject to Conditions 11.3 and 11.4:
(a) Coomers shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct, indirect or consequential) or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract;
(b) Coomers' total liability in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the Contract shall be limited to £50,000. If the Price is greater than £50,000, Coomers' liability shall be limited to the Price.
11.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
11.4 Nothing in the Conditions excludes or limits Coomers' liability for death or personal injury caused by Coomers' negligence or for fraud or fraudulent misrepresentation.
12. FORCE MAJEURE
12.1 Coomers reserves the right to defer the date of delivery of the Goods and/or performance of the Services or cancel the Contract (in each case without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, fire, explosion, flood, epidemic, labour disputes (other than in relation to Coomers' own workforce), or restraints or delays affecting suppliers or carriers, or inability or delay in obtaining supplies of adequate quality, provided that, if the event in question continues for a continuous period in excess of 60 days, the Customer shall be entitled to give notice in writing to Coomers to terminate the Contract.

13. INDEMNITY

13.1 The Customer shall be liable to pay Coomers (on written demand) for, and indemnify Coomers against, all reasonable costs, expenses and losses sustained or incurred by Coomers (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation, damage to property, loss of opportunity to deploy resources elsewhere and legal costs on an indemnity basis) arising directly or indirectly from the Customer's fraud, negligence or failure to comply, or unreasonable delay in complying, with any of the Conditions.
14. GENERAL
14.1 If there are any differences between the information within the quotation and the order acknowledgement in respect of any Contract the latter shall prevail.
14.2 Each right or remedy of Coomers under the Contract is without prejudice to any other right or remedy of Coomers whether under the Contract or not.
14.3 All intellectual property rights, including, without limitation, copyright and trademarks, and all other rights in any documents or materials provided by Coomers to the Customer under the Contract shall belong to Coomers.
14.4 Except as permitted by law, the Customer shall not disclose any confidential information or commercial know-how provided by or relating to Coomers.
14.5 If any Condition is found by any court to be wholly or partly illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining Conditions, and the remainder of such Condition, shall continue in full force and effect. In the event that such court decides that such Condition is unenforceable, the parties shall substitute such Condition with a similar, enforceable and reasonable Condition which achieves, to the greatest extent possible, the same commercial effect as the original Condition.
14.6 Failure or delay by Coomers to enforce, or partially enforce, any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by Coomers of any breach of, or any default under, any provision of the Contract by the Customer shall be in writing and shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Contract.
14.7 No provisions of the Contract are enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
14.8 All notices sent by the Customer to Coomers must be sent to Coomers at its registered address (as detailed in Condition 1) or by email (info@coomers.net) or facsimile or as otherwise agreed by Coomers. Coomers may send notices to the Customer at the email or postal address, or by facsimile to the number, provided by the Customer to Coomers.
14.9 All communications between the parties about the Contract, including any notices to be sent or received under the Contract, must be in writing. Notices shall be deemed served on delivery if delivered by hand, 48 hours after posting if sent by post, and on completion of transmission if sent by email or facsimile.
14.10 The formation, construction, performance, validity and all aspects of the Contract shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.