



4 Aces Wholesale Ltd.

ACCOUNT APPLICATION FORM

LIMITED COMPANY & LIMITED LIABILITY PARTNERSHIP ONLY

INCLUDING TERMS & CONDITIONS

Section 1

Previously traded with 4 Aces Wholesale Ltd. Yes  No

Date  Ledger No.  Account No.

Salesperson's Name  Account Type Tobacco  Grocery

Section 2

Company / Partnership   
*In Full (as per cheque)*

Company Registration / Partnership Number  Years / Months Trading

Trading As

Delivery Address 1   
2   
3   
4   
County

Telephone No.  Mobile No.

Email  Fax No.

Premises Type Freehold  Leasehold  Rented  Lock Up  Kiosk

VAT Reg No.  Business Reg. Name No.

Licence Name Holder if Publican

Expiry Date of Licence

If premises is leased or rented, what is length of lease

Expiry date of lease

Name of Landlord

Address of Landlord

Telephone No. of Landlord

Director's Name

Director's Home Address

Is Director's domestic property owned or leased? Yes  No

Tel. No. 1  Tel. No. 2

Director's Name

Director's Home Address

Is Director's domestic property owned or leased? Yes  No

Tel. No. 1  Tel. No. 2

Section 3

**PAYMENT DETAILS**

Payment Authorisation Name

Name as per Cheque

Bank / Building Society Name

Bank / Building Society Address 1

2

3

4

County

Bank / Building Society Sort Code  Account No.

Section 4

**ADDITIONAL OUTLETS REQUIRED**

Outlet No.  Tel. No.

Delivery Address

**ADDITIONAL OUTLETS REQUIRED**

Outlet No.  Tel. No.

Delivery Address

Section 5

**OTHER ACCOUNT**

Do we supply other accounts Yes  No  If Yes, please complete below

How long trading

Section 6

Opening Reason:

01 Re-open on change of retailer	06 Cold call	11 Other Reason
02 Gained on change of retailer	07 Recommendation	<input type="text"/>
03 Terms unsatisfactory	08 Stock / Range	
04 Service unsatisfactory	09 Promotions	
05 Lead / Customer enquiry	10 New outlet / Existing customers	

01 Alcohol Licence <input type="checkbox"/>	04 Lottery <input type="checkbox"/>
02 News and Mags <input type="checkbox"/>	05 Fast Food <input type="checkbox"/>
03 Post Office <input type="checkbox"/>	06 Epos <input type="checkbox"/>

If part of a Buying Group, state group

If change of hands, previous proprietors

Previous proprietor's account name

Section 7

Current Supplier name and address (1) for references.

Current Supplier name and address (2) for references.

**ANTICIPATED WEEKLY SPEND**

Value

Tobacco

Grocery

Central Billing

Total

Does this customer wish to sign up for Central Billing

Yes

No

Section 8

**STATEMENT DETAILS**

(If different to delivery address, complete the following)

Title/Name/Surname

*In Full*

Address

1

2

3

County

Section 9

Direct mail addressed to

Mr/Mrs/Ms

When addressing the customer in a letter, what salutation should be

Dear

Is direct mail to be sent to the delivery address

Yes

No

If No, then complete the trading name and full address, where direct mail should be sent.

Trading as

Address

1

2

3

County

Section 10

Comments

## SEPA Direct Debit Mandate

### 4 Aces Wholesale Ltd

Clonminam Ind Est  
Portlaoise Co Laois  
Tel No: (057) 8620266

Unique Mandate Reference



Creditor Identifier : IE31ZZZ111024

**Legal Text:** By signing this mandate form, you authorise (A) 4 Aces Wholesale Ltd to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instruction from 4 Aces Wholesale Ltd.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

Please complete all the fields below marked \*

\* Your Name

Your Address

  

City/Postcode

<input type="text"/>	Country	<input type="text"/>
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\* Account Number (IBAN)

\* Swift BIC

Creditors Name

4 Aces Wholesale Ltd

Creditors Address

Clonminam Ind Est

Portlaoise Co Laois

Country

Ireland

\* Type of Payment: Recurrent  **or** One-off Payment  (Please tick ✓)

\* Date of Signing

\* Signature(s)





# 4 Aces Wholesale Ltd.

Clonminam Business Park, Portlaoise, Co. Laois.  
Tel.: 057-8678032 Fax: 057-8678008

## BANK GUARANTEE

The Manager

.....  
.....  
.....

In consideration of you agreeing a Contract for the supply of goods to:

..... (hereinafter called "the Customer")

We,.....(hereinafter called "the Bank")

Hereby guarantee the repayment to you of all liabilities of the Customer as a result of the supply of goods together with any interest thereon and legal and other expenses payable in relation thereto and to the Guarantee. The total liability ultimately enforceable against the Bank shall be limited to a sum or sums not exceeding an aggregate of € ( Thousand Euro)

Your demand for payment should be in writing and delivered to the under mentioned address and such demand shall be conclusive evidence that the monies demanded by you are due and payable by the customer without further enquiry.

Any alterations to the insertion in the text of this guarantee must be authenticated by the full signature of the signatories to the guarantee.

This guarantee shall be a continuing guarantee and may be terminated by the bank giving 30 days' notice in writing to you and on the expiry of such notice shall be null and void whether returned to the Bank or not save in respect of any written demands received by the Bank prior to the date of expiry of such period of notice.

This guarantee shall be governed by and construed in accordance with the Laws of the Republic of Ireland.

This guarantee shall be delivered by you to the Bank when no longer required. All correspondence relating to this guarantee should be addressed to The Manager.

Signed: .....

Bank Address: .....  
.....

For and on behalf of .....

Date: .....

(Bank Name) .....

**This is an important legal document. It is strongly recommended to seek independent legal advice before signing this document. This document requires signing and witnessed by a solicitor.**

## **PERSONAL GUARANTEE**

1. In consideration of 4 Aces Wholesale Ltd and/or Better Deal (Navan) Ltd and/or Better Deal Cash & Carry Ltd having its registered office at Clonminam Industrial Estate, Portlaoise, Co. Laois (herein after referred to as 'The Beneficiary') extending credit facilities to

..... T/a .....  
(herein after referred to as 'The Customer') I hereby unconditionally and irrevocably guarantee the due payment and discharge by 'The Customer' of all 'The Customers' present and future indebtedness and other liabilities to 'The Beneficiary' whether actual or contingent and whether incurred solely or jointly, payable by 'The Customer' to 'The Beneficiary' or any account whatsoever (herein after referred to as the 'indebtedness')

2. If the Customer defaults in payment of any indebtedness when due the Guarantor shall pay to the Beneficiary on demand, without set off or any other deduction, an amount equal to the amount so unpaid. An invoice by the Beneficiary's officer of the amount so payable shall be conclusive unless manifestly incorrect. The Beneficiary may make demand on the Guarantor without prior demand on the Customer.

3. The Guarantor shall not be discharged by time or any other concession given to the Customer or any other dealing or thing which but for this provision would or might discharge the Guarantor.

3.1.1. This Guarantee shall:

3.1.2. Be in addition to any other guarantee or security held by the Beneficiary at any time of the indebtedness.

3.1.3. Be a continuing guarantee, shall not be discharged by any intermediate settlement of the indebtedness and shall remain in effect until indebtedness is discharged in full.

3.1.4. Remain in force notwithstanding (and the Guarantor's obligations under this guarantee shall not be impaired, affected or discharged by) any failure, defect, illegality or unenforceability of or in any of the Customers obligations in respect of the indebtedness.

3.1.5. Where given by more than one person, be binding on each such person jointly and severally.

3.1.6. Ensure the benefit of the Beneficiary its successors and assigns.

Signature of Guarantor (1) ..... Signature of Guarantor (2) .....

Home Address of Guarantor (1) ..... Home Address Guarantor (2) .....

.....  
.....

Witness to Signature .....

Address of Witness .....

.....  
.....

Dated this ..... day of ..... 20 .....

## 4 Aces Wholesale Ltd. - TERMS AND CONDITIONS OF TRADE

Unless expressly agreed in writing to the contrary, **4 Aces Wholesale Ltd (4 Aces)** sells groceries, tobacco, catering and licensed products on the terms set out below to the total exclusion of any terms sought to be imposed by the customer of the products ('the customer') or to be implied by law or arising from a prevailing course of dealings, trade custom or usage and/or in correspondence or otherwise howsoever arising.

### 1. Price

- 1.1. The prices of products delivered for fulfilment of any order from the customer will be those prevailing at the date of delivery, exclusive of VAT which the purchaser shall be additionally liable to pay to **4 Aces** and payment of the invoice sum shall be made in accordance with such terms as **4 Aces** may notify periodically.

### 2. Payment

- 2.1. Unless otherwise agreed, payment method is by direct debit.
- 2.2. Until such time as a credit account is authorised, opening orders shall be made on the basis of cash or bank draft unless otherwise agreed.
- 2.3. Payment terms will be End of Month [clear A/c @ last day of month] unless otherwise expressly agreed by **4 Aces**.
- 2.4. **4 Aces** reserve the right to determine when payment is to be made by the purchaser for goods purchased.
- 2.5. If any amount payable is not received by the Due Date then without prejudice to any other rights or remedies, **4 Aces** may:
  - 2.5.1. Charge interest (both before and after any judgement) on the amount unpaid at the rate of 7% per annum above European Central Bank base rate per month on any account which is overdue for payment exceeding 7 days. **4 Aces** reserve the right to seek the recovery of legal costs incurred in securing payment of overdue accounts.
  - 2.5.2. Cancel any further deliveries to the customer.
  - 2.5.3. Withdraw credit facilities and any further supplies of goods will be made on a strict cash/bank draft with order basis only.
  - 2.5.4. In the event of payments not being made (e.g including, but not by limitation, direct debits which are not honoured), **4 Aces** shall charge such sum as shall be notified to the customer periodically by way of an administrative fee to cover expenses.

3. Quoted delivery times for orders are approximate only and **4 Aces** shall not be under any liability whatsoever for the consequence of any delay in delivery of the order howsoever arising.

### 4. Risk and Title

- 4.1. The risk in the goods passes to the customer when the goods are delivered to the premises of the customer or other location nominated by the customer or to be picked up when the order is made.
- 4.2. Notwithstanding delivery and the passing of risk in the goods or any provisions of these conditions all the goods remain the property of **4 Aces** until payment has been made by the customer to **4 Aces** of all sums payable and any interest or charges incurred in respect of the goods and also any monies due by the customer to **4 Aces** and/or to any of its associate companies whether in connection with the order or otherwise. The customer agrees to insure the goods to the full value until payment in full of all accounts due by the customer to **4 Aces** has been met until property in the goods has passed to the customer, the customer shall hold the goods as **4 Aces** fiduciary agent and bailee.
- 4.3. Until such time as the property in the goods passes to the customer, **4 Aces** shall be entitled at any time to require the customer to deliver up the goods to **4 Aces** and if the customer fails to do so, the customer hereby grants to **4 Aces** an irrevocable authority in writing to enter upon the premises of the customer or any third party where the goods are stored or in occupation of the customer for the purposes of repossessing the goods and shall keep **4 Aces** indemnified against any loss or damage arising there from.

### 5. Claims and Liability

- 5.1. The customer shall indemnify **4 Aces** against any loss, damage, claim or liability arising out of any accident or damage caused at any time at the customer's premises or otherwise or in the course of any delivery for any reason at the fault of the customer or any of its employees, agents or contractors. **4 Aces** shall not be liable for loss of profit or any other indirect or consequential losses howsoever caused and, in particular, shall not be liable for loss of profit or any other indirect or consequential losses suffered as a result of late or non-performance of the contract and furthermore shall not be liable for any failure to perform any of its obligations if it is shown that the failure was due to an impediment beyond its control.
- 5.2. **4 Aces** shall have no liability whatsoever in respect of claims for spoil, damaged or incomplete goods unless notified to **4 Aces** by the customer at the time of delivery.

6. **4 Aces** may at its option and without prejudice to any other remedies treat the contractual relationship with the customer as terminated immediately upon the occurrence of any breach of these terms and conditions in respect of this or any other Contract for Sale including stipulations as to payment or if the customer commits an act of bankruptcy or makes arrangements or composition with its creditors or suffers any distress or execution or resolves or is ordered to be wound up or has a Receiver or Examiner appointed or if same shall occur to any of the customer's subsidiaries or associated companies or business, or upon the customer becoming unable to pay any debt when it falls due. The customer shall then return to **4 Aces** all and any goods to which **4 Aces** has title. The customer hereby irrevocably grants **4 Aces** a licence to enter upon any property of the customer to recover such property and product. Upon written notice from **4 Aces** all sums owed by the customer to **4 Aces** whether or not accrued or due shall become immediately due and payable.
7. This contract shall be governed by and construed in all respects in accordance with the laws of the Republic of Ireland.
8. **4 Aces** shall not be liable for any failure to honour the terms of this contract which results from circumstances beyond its control including any strike or lock out or other force majeure. Neither shall **4 Aces** be under any obligation to fulfil the contract where delivery in due time is prevented by any events in Ireland or other countries which are beyond the control of **4 Aces** and as a result of which due or contractual delivery is made impossible. **4 Aces** shall be under no obligation to fulfil contractual terms of delivery save possibly subject to the customer being informed at the earliest possible moment. Such events shall include, in particular, but shall not be limited to mobilisation, war line events, civil unrest, civil war, strikes, lock outs, labour disputes, interruption of operations, go slow etc. ,explosion, fire, natural disasters, epidemics, governmental measures and restrictions imposed by national or foreign Authorities, confiscation, embargoes etc., currency restrictions, lack of transport, environmental measures, alterations in the licensing laws, inability to comply with the licensing laws and defective or delayed supplies by subcontractors.
9. If any provision of these conditions is held by any competent authority to be invalid or unforeseeable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

Before signing this application, it is important that you read the paragraphs set out Standard Terms and Conditions.

Name <small>Print in full</small>	Name <small>Print in full</small>
Signature	Signature
Title	Title
Date	Date
<b>4 Aces Wholesale Ltd use only</b>	
Personal Guarantees required	Yes <input type="checkbox"/> No <input type="checkbox"/>
Personal Guarantees required	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>4 Aces Wholesale Ltd.</b>	