



Business Credit Application

Please complete in *CAPITALS* and return with a copy of your company headed paper

Company Information

FULL Company Name:		
Registered Address:		
Trading Address (if different):		
Telephone:	Fax:	Website:
Company Number:	Vat Number:	Trading since:
Credit amount applied for (This will be the maximum amount of credit allowed) £		
Financial Director:		
Direct Telephone:	Email:	
Accounts Payable Contact:		
Direct Telephone:	Email:	
Delivery Address:		
Contact Name:	Position:	
Direct telephone:	Opening hours:	
Special Instructions for Delivery:		

References

Bank:	Trade Reference 1:	Trade Reference 2:
Account Number or IBAN:	Company:	Company:
BIC Code:	Address:	Address:
Swift Code:		
Sort Code:		
Telephone:	Telephone:	Telephone:



Terms of Trading

1 Price

- 1.1 The price quoted excludes VAT if applicable (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- 1.2 Our quotations may lapse at any time prior to dispatch (unless otherwise stated).
- 1.3 The price quoted includes delivery (unless otherwise stated).
- 1.4 The price quoted in our invoice is the final price, assuming delivery is within 60 days of the purchase order being received.
- 1.5 Rates of tax and duties on the goods will be those applying at the time of delivery.

2 Delivery

- 2.1 All delivery times quoted are estimates only. Any changes in delivery time will be advised to you as soon as possible.
- 2.2 If we fail to deliver within a reasonable time after the quoted delivery time, you may (by informing us in writing) cancel the contract, however:
- 2.2.1 You may not cancel if we receive your notice after the goods have been dispatched; and
- 2.2.2 If you cancel the contract, you can have no further claim against us under that contract.
- 2.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).
- 2.5 We may deliver the goods in installments. Each installment is treated as a separate contract. We will deliver to one address only.
- 2.6 We may decline to deliver if:
 - 2.6.1 We believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
 - 2.6.2 The premises (or the access to them) are unsuitable for our vehicle.

3 Risk

- 3.1 The goods are at your risk from the time of delivery.
- 3.2 Delivery takes place either:
 - 3.2.1 at our premises (if you are collecting them or arranging carriage); or
 - 3.2.2 at your premises or address specified by you (if we are arranging carriage).
- 3.3 You must inspect the goods on delivery. If any goods are damaged or not delivered, you must inform the Delivery driver by writing on the Delivery receipt noting the damage or short delivery. You must also write to tell us within 48 hours of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods and keep all packaging for inspection. In the event that the goods do not arrive you must inform us within 7 days of the delivery date.

4 Payment terms

- 4.1 You are to pay us in advance, unless you have an approved credit account.
- 4.2 If you have an approved credit account, payment is due no later than **14 days** after the date of our invoice unless otherwise agreed in writing.
- 4.3 If you fail to pay us in full on the due date we may:
 - 4.3.1 Suspend or cancel future deliveries;
 - 4.3.2 Cancel any discount offered to you;
 - 4.3.3 Charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;
 - A. Calculated (on a daily basis) from the date of our invoice until payment;
 - B. Before and after any judgment (unless a court orders otherwise);
 - 4.3.4 Claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and
 - 4.3.5 Recover (under clause 4.7) the cost of taking legal action to make you pay.
- 4.4 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.
- 4.5 You do not have the right to set off any money you may claim from us against anything you may owe us.
- 4.6 While you owe money to us, we have a lien on any of your property in our possession.
- 4.7 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs, including legal costs on a full indemnity basis and the cost of instructing a debt recovery agency to recover a debt due to us if any) following any breach by you of any of your obligations under these terms.

5 Title

- 5.1 Until you pay all debts you may owe us:
 - 5.1.1 all goods supplied by us remain our property;
 - 5.1.2 you must store them so that they are clearly identifiable as our property;
 - 5.1.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
 - 5.1.4 you may use those goods and sell them in the ordinary course of your business, but not if:
 - A. We revoke that right (by informing you in writing); or
 - B. You become insolvent.
- 5.2 If there is any money outstanding any goods supplied by us remain our property (whether paid for or not) to the value of the outstanding balance plus interest and expenses.
- 5.3 You must inform us immediately (in writing) if you become insolvent.
- 5.4 If your right to use and sell the goods ends you must allow us to remove the goods.
- 5.5 We have your permission to enter any premises where the goods may be stored:
 - 5.5.1 at any time, to inspect them; and
 - 5.5.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.
- 5.6 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
- 5.7 You are not our agent. You have no authority to make any contract on our behalf or in our name.



6 Warranties

- 6.1 All goods carry a Manufacturer Warranty. All warranty issues are to be directed to the Manufacturer.
- 6.2 We warrant that the goods:
 - 6.2.1 comply with their description on our order confirmation form; and
 - 6.2.2 are free from material defect at the time of delivery (as long as you comply with clause 6.5).
- 6.3 Our liability (both in contract and in tort) in respect of defects in the goods shall be limited to the replacement of faulty items or the issue of credit notes, as we feel appropriate.
- 6.4 We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
- 6.5 If you believe that we have delivered goods that are defective in materials or workmanship, you must:
 - 6.5.1 contact the manufacturer directly, as soon as possible.
- 6.6 We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only); direct financial loss, loss of profits or loss of use; and indirect or consequential loss
- 6.7 Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £10,000.00
- 6.8 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
- 6.9 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

7 Return of goods

- 7.1 We will accept the return of goods from you only:
 - 7.1.1 by prior arrangement (confirmed in writing);
 - 7.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered); and
 - 7.1.3 where the goods are as fit for sale on their return as they were on delivery, including all original unopened packaging remaining in tact. Goods returned otherwise will, at our discretion be either refused or a further additional restocking fee charged to cover additional costs or losses that will be incurred as a result of these goods being damaged.
- 7.1.4 An RMA (Return Material Authorisation) Number must be obtained from us in each case before any return will be accepted. The RMA number must be quote with all returned goods.
- 7.1.5 Goods for return must, in all cases, be returned to our warehouse – as specified by us, at your expense and risk (unless otherwise agreed).
- 7.1.6 We are not responsible for goods returned to us that become lost in transit.

8 Export terms

- 8.1 Clause 8 of these terms applies (except to the extent that it is inconsistent with any written agreement between us) where we supply the goods over an international border or overseas.
- 8.2 The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.
- 8.3 The goods are supplied Ex-Works, FOB (Location) Delivered Duty Paid (DDP) Delivered Duty Unpaid (DDU) etc, as stated on our sales invoice in each case.
- 8.4 Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
- 8.5 We are not liable for any damage during transit (Unless covered under Incoterms).
- 8.6 We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meanings.26 (3) (b) Unfair Contract Terms Act 1977)

9 Cancellation

- 9.1 You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 9.2 then apply).
- 9.2 If an order for special 'Non-Stock' items is cancelled (for any reason) you are then to pay us for all stock that we may then hold (or to which we are committed) for the order.
- 9.3 We may suspend or cancel the order, by written notice if:
 - 9.3.1 you fail to pay us any money when due (under the order or otherwise);
 - 9.3.2 you become insolvent;
 - 9.3.3 you fail to honour your obligations under these terms.

10 Waiver and variations

- 10.1 Any waiver or variation of these terms is binding in honour only unless:
 - 10.1.1 made (or recorded) in writing;
 - 10.1.2 signed on behalf of each party; and
 - 10.1.3 expressly stating an intention to vary these terms.
- 10.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

11 Force Majeure

- 11.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
- 11.2 Examples of those circumstances include (but are not limited to) acts of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

12 General

- 12.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
- 12.2 If you are more than one person, each of you has joint and several obligations under these terms.
- 12.3 If any of these terms are unenforceable as drafted:
 - 12.3.1 it will not affect the enforceability of any other of these terms; and



- 12.3.2 if it would be enforceable if amended, it will be treated as so amended.
- 12.4 We may treat you as insolvent if:
- 12.4.1 you are unable to pay your debts as they fall due; or
- 12.4.2 you (or any item of your property) become the subject of:
- A. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
- B. any application or proposal for any formal insolvency procedure; or
- C. any application, procedure or proposal overseas with similar effect or purpose.
- 12.5 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
- 12.6 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
- 12.7 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
- 12.8 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:
- 12.8.1 contained in our sales offer (or any covering letter) and not withdrawn before the contract is made; or
- 12.8.2 which expressly state that you may rely on them when entering into the contract.
- 12.9 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
- 12.10 No Contract in respect of the goods between us and you exists until your order has been accepted by us.

I confirm that we have read and understood and accepted the above terms & conditions of sale provided with this credit application, and agree to abide by them. I understand and accept that all orders will be placed on those terms (or any terms later adopted by you and notified to me in writing). I confirm I am authorised to sign on behalf of this company. I hereby certify that the information contained herein is complete and accurate in all respects. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorise those referees listed in this credit application to release necessary information, to the company for which credit is being applied for, in order to verify the information contained herein.

Data Protection Act 1998 Notice

Words shown in *italics* are defined in the Data Protection Act 1998 ("the Act").

Where I provide you with *personal data* ("data"), I understand that the data will be held securely, in confidence and *processed* for the purpose of carrying out your business and associated activities ("Activities"). In considering my application, I accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ("third parties"), and that such third parties may process the data. I understand that under the Act I have a right to know what data you hold on me if I apply to you in writing and pay the applicable fee.

{Optional for direct marketing purposes}

I agree that you may use the data to contact me with details of other products and services. Unless I have written to you objecting to you using the data for such purpose or I have not ticked the box below, I agree that you may contact me by post, telephone, fax, e-mail, via the Internet or other communication means.

I object to you using the data for direct marketing purposes

NAME IN BLOCK CAPITALS: _____

POSITION: _____

AUTHORISED SIGNATURE: _____ DATE _____

**** Please remember to enclose a copy of your letterhead ****