

CREDIT APPLICATION FORM

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'We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.'

Full Trading Name: _____ Year Established: _____

Nature of Business: _____ (Brief description) Co. Registration No: _____

Trading Address: _____ If Limited Co. or PLC – Address of registered office:
(If different from trading address)

Street 1: _____ Street 1: _____

Street 2: _____ Street 2: _____

Town: _____ Town: _____

County: _____ County: _____

Post Code: _____ Post Code: _____

Telephone No: _____ Fax No: _____

Email: _____ Contact Name: _____

Credit Limit Required: _____

Preferred Payment Method: _____

Names of Directors: _____

If the company is a partnership please give the full names and addresses of all partners. (Use additional sheets as required)

Street 1: _____ Street 1: _____

Street 2: _____ Street 2: _____

Town: _____ Town: _____

County: _____ County: _____

Post Code: _____ Post Code: _____

Trade References:

Name: _____ Name: _____

Street 1: _____ Street 1: _____

Street 2: _____ Street 2: _____

Town: _____ Town: _____

County: _____ County: _____

Post Code: _____ Post code: _____

Telephone No: _____ Telephone No: _____

Fax No: _____ Fax No: _____

Accounts Email: _____ Accounts Email: _____

DECLARATION BY CREDIT APPLICATION

We hereby request you open a credit account.

Directors Declaration: I, being an authorised Officer of this business, give permission to approach our Bankers and Trade Referees and agree that payment of all accounts will be received by you (our supplier) within your stated terms. I appreciate that adherence to this obligation is the essence of the contract between us.

Name: _____ (Please print)

Signed: _____ Date: ____/____/____

TERMS AND CONDITIONS ATTACHED

CONDITIONS OF SALE

1. **GENERAL.** All quotations made and orders accepted are subject to our standard Conditions of Sale and no alterations to these conditions shall take effect unless confirmed by us in writing.
2. **VALIDITY.** Quotations and prices are subject to withdrawal or alteration in whole or in part at any time. Unless otherwise stated by us in writing quotations are open for acceptance within 30 days of the date thereof.
3. **PRICES.** Unless otherwise specified in quotations our prices, subject to errors and omissions, include for the supply only of items specified and delivery to one agreed site. All prices are exclusive of V.A.T which will be charged as applicable.
4. **CARRIAGE.** Charged at cost.
5. **DELIVERY.** Delivery dates ex-works named by the customer or quoted in good faith by us are to be treated as estimates not involving any contractual obligations. We shall not be liable for any damage or loss whether arising directly or indirectly out of delay in delivery. Our adherence to promised delivery dates is subject to not being delayed by instructions or lack thereof from the customer or his agent, or by industrial disputes or by cause whatsoever beyond our reasonable control. Any assistance given by the carrier beyond the usual place of collection or delivery shall be at the sole risk of the customer who will keep the carrier indemnified against all claims or demands which could not have been made if such assistance had not been given.
6. **DAMAGE/LOSS IN TRANSIT.** Goods shall be examined on arrival and any damage or loss entered on the carrier's or the carrier's note signed "Unexamined". In the event of any damage or loss notification must be given in writing to carrier and ourselves within 7 days of receipt of goods; goods and packing being held for carrier's inspection. Damaged goods will not be credited or replaced if used. Notification must be made to us if goods are not received within 10 days of despatch date.
7. **PACKING.** Returnable packing cases, crates, frames, boxes etc, if charged by us will be credited in full upon receipt by us in good condition, carriage paid, within 30 days of date of invoice.
8. **PAYMENT.** Where no account exists subject to our approval goods will be dispatched only on receipt of cash against proforma invoice. Terms of payment for account customers are strictly net payable at the end of the month following delivery. New accounts will be opened upon receipt of two satisfactory trade references and banker's reference. The right is reserved to charge interest at the rate of 1 per cent per month for each month that payment is overdue.
9. **CANCELLATION/RETURNS.** Cancellation of orders for purpose made equipment cannot be accepted once production has commenced. In the event of cancellation of any order (for standard or special equipment), or goods being returned by agreement, a handling charge of 15 per cent of net invoice value will be made.
10. **GUARANTEE.** The guarantee set out below applies to equipment of our manufacture.
We undertake to repair or replace, free of charge, any such piece of equipment or part thereof used under normal conditions for which the unit was designed, which is found to be faulty in either materials or workmanship within twelve calendar months of dispatch from our works – fair wear and tear, misuse or damage due to defective installation by customers excepted. The extent of our liability in connection with component parts and equipment not of our manufacture is limited to the extent of the guarantee given by the manufacturer of that part. Responsibility is limited to the repair or replacement of the unit or part thereof and in no case we liable for consequential loss or damage.
Our responsibility under this clause shall cease if:
 - a)The customer has not paid in full all invoice for goods supplied by us within the time stipulated by these conditions.
 - b)Our representatives are denied full and free access to the goods.
 - c)The customer permits persons other than our employees or agents of those approved or authorised by us to effect any replacements of parts, maintenance, adjustments or repairs to the goods.
 - d)The customer has not properly maintained the goods.
 - e)The customer uses any spare parts or replacements not manufactured by or on behalf of us, and supplied by us.
11. **THIRD PARTY LIABILITY.** We shall not be responsible for damage, injury or loss of any kind whatsoever to any property or persons howsoever rising from the use of goods or otherwise in connection with the installation or erection of the same. Nor shall we be responsible for any additional risks that the customer's Insurance Company may consider to have been undertaken by reason of the delivery, installation or use of the goods supplied.
12. **DEFAULT.** Should default be made by the customer in paying any sum due under any orders as and when it becomes due we shall have the right either to suspend all further deliveries until the default is made good or to cancel the order so far as any goods remain to be delivered there under.
13. **RETENTION CLAUSE.** Until the purchase price of the goods comprised in this or any other contract between the buyer and the seller shall have been paid or satisfied in full, if by cheque only upon clearance. The sole and absolute property in the goods comprised in this contract shall remain vested in the seller as legal and equitable owner notwithstanding the delivery of the same and the passing of the risk.
14. **PATENTS.** The customer shall indemnify us against all damages, penalties, costs and expenses to which we become liable if any work is done in accordance with the customer's specification involving an infringement of a registered design or patent.
15. **FORCE MAJEURE.** In the event of war, invasion, act of foreign hostility (whether war has been declared or not) civil war, rebellion, a revolution, insurrection or military or usurped power we shall be relieved of liabilities incurred under the contract wherever, and to the extent to which the fulfilment of such obligations is presented, frustrated, or impeded as a consequence of any such event or by any statute, rules, regulations, orders or requisitions issued by our government department, council or other duly constituted authority, or from strikes, lock outs, break-down of plant or any other causes (whether or not of a like nature) beyond our control.
16. **LEGAL CONSTRUCTION.** The contract shall in all respects be construed and operated as an English contract and in conformity with English Law.