



# Credit Account Application Form

**Part A – To be completed by all customers**

Trading Name:.....

Trading Address:.....

.....

.....

Invoice Address:.....

.....

.....

Telephone No:.....

How long Established:.....

Banker's Name and Address:.....

.....

.....

Account No:.....

Amount of credit required:.....

**Part B – For all customers.**

**Names and addresses for three trade references:-**

1. Name:	.....	Position:	.....
Address:	.....		.....
	.....		.....
2. Name:	.....	Position:	.....
Address:	.....		.....
	.....		.....
3. Name:	.....	Position:	.....
Address:	.....		.....
	.....		.....

**I accept the credit form bearing an interest charge of 2.0% per month on overdue accounts, with a minimum charge of £3.00.**

**I/We hereby request you to open a Credit Account on the terms set out overleaf:-**

Signed: ..... Date: .....

Print Name: .....

Position: .....

(SALES)  
GENERAL CONDITIONS

1. **AVAILABILITY**  
Acceptance of Buyer's Order is subject to supplies being available and unsold and to the provisions of Condition 9 below.
2. **CANCELLATION**  
An order once placed cannot be cancelled, deferred or altered by the Buyer except by mutual agreement. In the event of an order being cancelled the provisions of Paragraph (4) of Condition 3 below shall apply.
3. **DESPATCH**
  - (1) If not taken in part or whole from stock each order will be dispatched as available.
  - (2) Where the order provides for deliveries over a period or before the expiration of a period (deferred deliveries) the Buyer shall be obliged to accept the deliveries within the time stated (or, subject as hereinafter provided, within a reasonable time if no time be stated), and in the event of the failure of the Buyer to accept delivery of all the items ordered within the period stated, without prejudice to the right of the Seller to treat the order as cancelled as provided in Paragraph (5) of this Condition, additionally the Seller, before consenting to complete delivery of the items outstanding, may increase the price of any item to be supplied to the Seller's current price ruling at the date of actual delivery: Provided That...if no time be specified for completion of deferred deliveries the Seller may at any time give to the Buyer not less than seven days notice in writing requiring him to accept delivery on a specific date and if the Buyer declines to accept delivery on such date the Seller may treat the outstanding Order as cancelled and the provisions of Paragraph (5) of this Condition shall apply.
  - (3) Where delivery is effected at the request of the Buyer to a site the Buyer shall be responsible for ensuring that the site allows reasonable and safe access for the delivery vehicle and that arrangements are made for the prompt unloading of the goods and the Buyer shall indemnify the Seller against any damage sustained to the delivery vehicle or to any employee of the Seller unless such damage is caused by wilful failure of such employee to adhere to any reasonable instructions or directions given to him on the site.
  - (4) Where delivery is to be effected at the request of the Buyer to a site and the Seller is unable to effect delivery by reason that access to the site is unsafe or impossible or the unloading of the Seller's vehicle cannot be effected within a reasonable time or if the Buyer shall declined to accept the goods on site the Seller may regard the Buyer's Order as cancelled and, unless the Buyer has rejected the goods for the reasons and in manner provided by condition 5 below the Seller may treat the order as having been cancelled by the Buyer.
  - (5) Where an Order has been cancelled or in accordance with Paragraphs (2) or (4) of this Condition is treated by the Seller as cancelled the Seller may dispose of the goods comprised in the Order without prejudice to the right of the Seller to claim against the Buyer for the full value of the goods and any goods comprised in the original Order which may remain to be supplied at the date of such cancellation and the Seller may also charge the Buyer in respect of Handling, storage and other costs incurred by the Seller an extra charge of ten per cent of the invoice value of the goods comprised in the Order which has been cancelled or deemed to have been cancelled.
4. **PASSING OF RISKS AND EQUITABLE AND BENEFICIAL OWNERSHIP**
  - (1) The risk in goods the subject of the order shall remain in the Seller until, and shall pass to the Buyer at, the point and time of delivery named in this quotation or the date of invoice. In the absence of written advice from the Buyer to the Seller as provided in Condition 5 below the goods will be deemed to have been delivered to and accepted by the Buyer complete and in satisfactory condition.
  - (2) Equitable and beneficial ownership in the goods shall remain with the Seller until full payment has been received (each order being considered as a whole). In the event that goods are resold or used by the Buyer before payment is made in full the Seller shall be entitled to the proceeds of sale or to the claim for such proceeds or for the value of the goods so used.
5. **NOTIFICATION OF DAMAGE OR DEFICIENCY IN GOODS**  
The Buyer must advise the Seller and the carrier if other than the Seller in writing of any query with regard to goods supplied within three days of delivery. If the Buyer shall fail to give such notice the Goods shall be deemed to have been duly supplied to the Buyer in accordance with the Contract. If the Buyer shall give notice as aforesaid, unless he shall have rejected delivery of the goods, he shall be responsible to the Seller for the safe custody of the goods and until the Seller shall have inspected the goods and have had the goods redelivered to the Seller the Buyer shall maintain the goods in their original condition at the time of delivery and any use by the Buyer of the goods shall operate as an acceptance by the Buyer of the goods.
6. **TERMS**
  - (i) Unless otherwise stated all quotations are strictly nett cash due within one month of delivery and prices charged will be those ruling on the date of delivery and will be subject to the addition of any taxes or similar levies or duties which may be applicable to the goods.
  - (ii) Non-payment of any account when due shall entitle the Seller, without prejudice to any other remedies, to stop delivery of further supplies to the Buyer whether such supplies shall relate to the contract in respect of which an account shall not have been paid or shall relate to another contract entered into by the Buyer with the Seller.
7. **BUYER'S CONDITIONS**  
These conditions shall have precedence over any conditions appearing in the Buyer's Order Form or other document specifying the Order from the Buyer and such Buyer's Conditions shall have no effect whatsoever unless expressly accepted in writing by the Seller.
8. **QUALITY AND PURPOSE**
  - (1) **Quality**  
Subject always to paragraph (3) of this Condition:
    - (a) Goods are warranted to accord with the specification agreed with the Buyer in writing or, if there is no such specification, to be within normal limits of industrial quality applicable to the type of goods supplied. All other warranties or conditions as to quality or description (statutory or otherwise) are expressly excluded.
    - (b) No liability will be accepted by the Seller where after delivery the goods have been processed or altered by the Buyer.
    - (c) The Buyer on discovering any defect in the quality of the goods shall give immediate written notice to the Seller to enable the Seller to inspect the goods and the Buyer shall suspend use of the goods which the Buyer claims to be defective and no liability shall attach to the Seller unless and until this procedure is carried out.
  - (2) **Purpose**
    - (a) Any recommendation or suggestion relating to the use of the goods supplied by the Seller is given in good faith and it is for the Buyer to satisfy himself of the suitability of the goods for his own particular purpose and the Buyer shall be deemed to have so satisfied himself on giving the order for the goods.
    - (b) Unless otherwise agreed in writing, the Seller gives no warranty as to the fitness of the goods or any part of the goods for any particular purpose even though such purpose may be specified in the Buyer's Order and any implied warranty or condition (statutory or otherwise) is expressly excluded.
  - (3) **Liability**
    - (a) Any liability of the Seller under these Conditions shall be limited to the invoice value of the particular goods.
    - (b) No liability shall attach to the Seller for any loss of profits or other consequential loss.
    - (c) Where the goods supplied have been made by a person other than the Seller and the goods are designated as so made the Seller shall be under no liability in respect of the quality of such goods (but at the expense of the Buyer shall concur in the submission of any claim against such person.)
9. **FORCE MAJEURE**  
The execution of all orders and contracts is subject to contingencies beyond the control of the Seller and the Seller shall not be held responsible for any delay, damage or loss whatsoever arising from war, Government requisitions of any kind, suspension of means of transport, strikes, lockouts, fire, floods, accident, power supply failure, failure of any third party to supply the Seller, or anything directly or indirectly interfering with the raw materials, manufacture, supply, shipment, arrival or delivery of the goods.
10. Interest at 2% per month will be charged on all overdue accounts.