

# Application for credit facilities

Full trading name: ..... Date: .....

Business address: .....

Contact person: .....

Telephone no: ..... Fax no: .....

Email address: ..... Mobile: .....

Nature of business: .....

Co registration no: ..... Date established: .....

Credit amount required: ..... Estimated monthly tonnage: .....

Membership of Buying Society: ..... Number (if applicable): .....

If a Partnership or Sole Trader, we also require the following information:

Name/s: .....

Home address/es: .....

..... Telephone no: .....

## Banking details:

Bank: ..... Sort Code: ..... Account no: .....

## Trade references:

Name: ..... Person: ..... Contact no: .....

1 .....

2 .....

3 .....

**Declaration:** We herewith declare that we have read the Company Conditions of Sale printed overleaf and accept and agree to these terms.

Signed: ..... Name: .....

Date: ..... Title: .....

## Delivery details: (If different from above)

Delivery address: .....

Tail-lift required Yes / No Delivery times: ..... (Note: Minimum requirement of 500kgs for carriage paid)

(For office use only)

MLM Account no: ..... Factor no: .....



## Conditions of Sale

1. Any variation of these conditions in any document of the buyer is inapplicable unless accepted in writing by the seller.
2. Where a period is named for delivery, and such period is not extended by mutual consent in writing or under the provisions of clause 9 hereof, the buyer shall take delivery within that period.
3. Any time or date for delivery named by the seller is an estimate only, and the seller shall not be liable for the consequences of any delay.
4. Where specifications are to be supplied, the buyer shall supply such specifications in reasonable time to enable the seller to complete delivery within the period named.
5. Where goods are sold f.o.b., the responsibility of the seller shall cease immediately the goods are placed on board ship and the seller shall be under no obligation to give the buyer the notice specified in section 32 (3) of the Sale of Goods Act 1893.
6. No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to the seller.
7. Goods represented by the buyer to be defective shall not form the subject of any claim for work done by the buyer or for any loss, damage or expense whatsoever arising directly or indirectly from such defects but such goods if received back by the seller no later than 7 days after they shall have been delivered to the buyer and provided that they are accepted by the seller as being defective, will at the request of the buyer and if practicable be replaced as originally ordered. Defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the order or contract.
8. No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless, in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the carrier concerned and to the seller within 2 days of the receipt of goods, followed by a complete claim in writing within 7 days of receipt of goods, and in the case of loss of goods, notice in writing is given to the carrier concerned and to the seller and a complete claim in writing made within 7 days of the date of consignment. Where goods are accepted from the carrier concerned without being checked, the delivery book of the carrier concerned must be signed "not examined".
9. Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work in the establishment of either seller or buyer during the delivery period as a result of strikes, lock-outs, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the seller or buyer respectively.
10. In the event of an outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved, or in the event of national emergency, or if the seller's works should become either directly or indirectly so engaged on government orders or orders under priority directions as to prevent or delay work on other orders, the seller shall be entitled at any time, on notice to the buyer, to make partial deliveries only or to determine the contract, without prejudice in any case to rights accrued in respect of deliveries already made.
11. If the buyer shall make default in or commit a breach of the contract or of any other of his obligations to the seller, or if any distress or execution shall be levied upon the buyer's property or assets, or if the buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the seller shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the buyer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the seller may otherwise make or exercise.
12. The buyer shall indemnify the seller against all damages, penalties, costs and expenses to which the seller may become liable as a result of work done in accordance with the buyer's specification which involves the infringement of any letters patent or registered design.
13. The property in each and every item of goods supplied remains vested in the seller until paid for by the buyer and property in the goods shall not pass to the buyer until such payment is received by the seller.
14. Contracts and orders are accepted subject to the seller receiving any necessary licence to purchase or to use the required raw materials and to the seller being able to obtain such raw materials.
15. All quotations are strictly net cash against invoice unless otherwise stated and are exclusive of value added tax or any similar taxes levies or duty.
16. These conditions and the contract shall be subject to and construed in accordance with English law.