

# CONSTRUCTION SUPPLIES HARDWARE LIMITED

(ESTABLISHED 1979)

6-6a HORNINGLOW STREET, BURTON-ON-TRENT, STAFFS. DE14 1NG. TELEPHONE: (01283) 743273. FACSIMILE: (01283) 511520

## CREDIT ACCOUNT APPLICATION FORM

REP. No: \_\_\_\_\_ CREDIT ACCOUNT  APPROX. CREDIT REQD. £ \_\_\_\_\_ CWO  DATE .....

Business Trading Name: ..... Business Telephone No: .....

Business Address: ..... Fax No: .....

..... Company Registration No: .....

..... Date Company Established: .....

..... Workshop Address: .....

..... Post Code.....

Trade: ..... Official O/No: YES/NO .....

E-Mail Address: ..... Telephone No's: .....

Directors' Full Names: ..... Company Secretary: .....

..... Accounts Contact: .....

..... Buyer: .....

IF NOT A LIMITED COMPANY THEN THE FOLLOWING MUST BE COMPLETED - TO INCLUDE OWNER'S NAME & ADDRESS  
OR IF A PARTNERSHIP THEN **ALL** PARTNERS NAMES AND ADDRESSES MUST BE COMPLETED **IN FULL**

Owner's Name: (1) ..... (2) ..... (3) .....

Home Address: .....  
.....  
.....

Home Tel. No. ....

Accounts Contact: .....

PLEASE GIVE BELOW THE NAME, ADDRESS AND TELEPHONE NUMBERS OF **AT LEAST 3 EXISTING SUPPLIERS** WITH WHOM YOU  
HOLD A **CURRENT TRADING CREDIT ACCOUNT** WHO MAY BE CONTACTED FOR A TRADING HISTORY WITH YOUR COMPANY.

Name: (1) ..... (2) .....

Address: .....  
.....  
.....

Tel. No's: ..... Fax No's: .....

Name: (3) ..... (4) .....

Address: .....  
.....  
.....

Tel. No's: ..... Fax No's: .....

Banker's Name: ..... Bank Account No: .....

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

**CONSTRUCTION SUPPLIES (HARDWARE) LIMITED - Terms of payment are strictly nett monthly**

Signature of Applicant: ..... Name: (In BLOCK CAPITALS) .....

Position of Applicant: ..... Salesman's Signature: .....

**PLEASE NOTE: The conditions of sale apply to ALL contracts made with this company and are overleaf for your attention**

Salesman's Comments: .....  
.....

## CONDITIONS OF SALE

**1 GENERAL** All orders are subject to these conditions of sale and the placing of an order by the buyer shall be considered acceptance of these conditions. These conditions may not be modified or varied unless Construction Supplies (Hardware) Limited hereinafter referred to as 'the Company' agrees in writing and the Company shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communication from the buyer. No person has authority on behalf of the Company to vary any condition except a Director or Company Secretary and then only in writing by a Director or the Secretary.

**2 VALIDITY OF QUOTATION** The Company reserves the right to refuse the buyer's acceptance of a quotation unless such a quotation is stated to be open for a specific period and is not withdrawn in such period. No binding contract shall be created by the acceptance by the buyer of the Company's quotation until such notice of acceptance of the offer has been given in writing which shall have been signed by the Company's duly authorised representative, or the Company has indicated its acceptance of the offer by taking delivery or part delivery of the goods. In the event that no quotation is given by the Company and it has received an order from the buyer all deliveries are made subject to these conditions of sale.

**3 NEW ACCOUNTS** Prospective customers wishing to open a credit account are requested to furnish three trade references and one Banker's reference. Until the opening of a credit account has been confirmed delivery will not be made until after the references have proved acceptable.

**4 SETTLEMENT TERMS** Unless otherwise agreed in writing all accounts are payable on a strict Nett Monthly basis. No receipts will be issued against Payments by cheque unless specifically requested. The Company at its discretion reserves the right to charge interest on accounts outstanding beyond the time specified in this condition. The rate of interest shall be 3% per annum over National Westminster Bank base lending rate. The Company can exercise this right in addition to any other rights it may have in respect of the goods or non-payment. Where the contract is to be or may be fulfilled in separate instalments, deliveries of part payments for each such instalment delivered shall be made as if the same constitutes a separate contract.

**5 PRICES** Unless otherwise agreed in writing all orders are executed subject to prices and any relevant discounts ruling at the date of despatch and any price list of the Company whether published or not shall affect the right of the Company to charge for goods in accordance with this clause. All prices are subject to the addition of Value Added Tax at the appropriate rate at the date of despatch.

**6 CREDIT** Any contract shall be subject to the Company being satisfied as to the buyer's credit worthiness and without prejudice to the generality of the foregoing the Company may in its absolute discretion having informed the buyer that the goods are ready for delivery, refrain from delivering the goods until such time as the buyer tenders the purchase money to the Company in a form satisfactory to the Company.

**7 ORDERS** Orders sent in confirmation of telephone instructions should be clearly marked as such otherwise any additional expense incurred by the Company as a result of duplication of order, will be charged to the buyer.

**8 DELIVERY** Delivery dates are promises given in good faith by the Company to indicate estimated delivery times but shall not amount to any contractual obligation to delivery at the time stated. No liability for direct consequential loss or damage arising from delay in delivery will be accepted by the Company.

**9 TITLE TO GOODS** The Company and the buyer expressly agree that until the Company has been paid in full for the goods supplied the goods remain the property of the Company, although the risk therein passes to the buyer at the point when the delivery is made. The Company may recover those goods at any time from the buyer in his possession if the Company judges that the amount outstanding from the buyer on the general statement of account between the parties is in excess of the credit limit the Company is willing to accord the buyer, and for that purpose the Company's servant and agents may enter upon any land or building upon which the goods are situated.

If the buyer incorporates such goods into other products, with the addition of his goods or those of others, or uses such goods as materials for other products, with or without such addition the property in those other products is upon such incorporation or use ipso facto transferred to the Company and the buyer as bailee of them for the Company will store the same for the Company in a proper manner without charge to the Company. The buyer has the right to dispose of the goods or such other products in the course of his business for the account of the Company and to pass good title to the goods or the products to his customer being a bona fide purchaser of value without notice of the Company's rights.

In the event of such disposal the buyer has the fiduciary duty to the Company to account to the Company for the proceeds but may retain therefrom an excess of such proceeds over the amount outstanding and due to the Company, and the Company has the additional right to recover the buyer's price from the buyer's customer to the extent unpaid; if the Company avails itself of this right, it will account to the buyer for any excess less any expenses incurred by effecting recovery.

**10 CARRIAGE CHARGE** The Company makes a nominal charge towards delivery costs for all orders. Where goods are specially ordered from manufacturers and a charge is levied, the Company reserves the right to recover this charge from the buyer.

**11 DAMAGE IN TRANSIT AND SHORTAGES ETC.** The Company will repair or replace free of charge goods damaged in transit provided that the Company receive written notification of such damage within three days of delivery. Goods received in a damaged or unsatisfactory condition must be signed for as such. On receipt, goods should be checked with the advice note enclosed with the goods. Shortage claims and delivery discrepancies will only be considered if the Company receive notification of such shortage within three days of delivery, failing which no liability will be admitted. The packing and contents should be retained for inspection.

**12 RETURNS** Goods correctly supplied may not be returned without the Company's agreement and nominal handling charge will be made in such cases. Goods so returned must be accompanied by a packing note stating the Company's Delivery Note number and date thereof together with the reason for return. Any article which has been supplied to special requirements cannot be accepted for credit under any circumstances, and other instances, a restocking charge may be imposed.

**13 WARRANTY** The Company's liability in respect of all goods supplied by it shall be limited to giving the buyer the benefit of any guarantee or warranty given by the manufacturer of such goods. The Company shall not be under any further liability howsoever arising and all conditions and warranties expressed or implied by or under statute custom or trade usage and hereby expressly excluded.

**14 DESCRIPTIVE MATTER AND ILLUSTRATIONS** All descriptive and forwarding specifications, drawings and particulars of weights and dimensions issued by the Company are approximate only and are intended only to present a general idea of the goods to which they refer and shall not form part of the a contract.

**15 LIMITS OF CONTRACT** Any quotation includes only such goods, accessories and work as are specified therein.

**16 BANKRUPTCY** In the event of the buyer committing any breach of contract with the Company or if any distress or execution is levied upon the goods of the buyer, or if he offers to make any arrangement with or for the benefit of his creditors or commits any act of bankruptcy or, being a limited Company, has a Receiver appointed of its undertaking or assets or any part thereof or for the purposes of reconstruction or amalgamation without insolvency, goes into liquidation, the Company shall there upon be entitled without prejudice to its other rights forthwith to suspend all further deliveries until the fault has been made good or to determine the contract or any unfulfilled part thereof, or at the Company's option to make partial deliveries.

**17 CREDIT NOTES** Must be taken within 6 months of the Credit Note date or they will become Nil & Void.