

CREDIT **APPLICATION FORM**



PLEASE COMPLETE AND RETURN THIS FORM. A CREDIT ACCOUNT WILL ONLY BE OPENED SUBJECT TO SATISFACTORY REFERENCES.

Name & Address:

Contacts:

Sales Contact		Tel:		Fax:	
E-Mail Address					
Accounts Contact		Tel:		Fax:	
E-mail Address					

Total Monthly Credit Required	£	Company Reg No:	
		Company Vat No:	

Trade References:

Company Address		Company Address	
Telephone		Telephone	
Fax		Fax	

Name And Full Address of Bank:

Bank Address	
Sort Code	
Account No	

WE WOULD LIKE TO APPLY FOR A CREDIT ACCOUNT AND HEREBY SIGN THAT WE ACCEPT THE CREDIT TERMS 30 DAYS FROM DATE OF INVOICE AND THAT WE HAVE READ AND AGREE WITH THE CONDITIONS OF SALE PRINTED OVERLEAF.

Name:
Position:

Signed:
Date:

GENERAL CONDITIONS OF SALE

1. DEFINITIONS

In the following conditions of sale 'the company' means Safety Supplies Ltd.
The 'Buyer' means an individual or company accepting goods or services offered by the company.

2. GENERAL

2.1 The company reserves the right to refuse any order if the buyer references or arrangements for payment are not to the company's satisfaction.
2.2 An order for the supply of goods should be communicated in writing or via email whenever possible. In the event of the company taking a verbal order the company shall send the buyer a confirmatory email listing the details of the order and the buyer shall be deemed to have accepted this record of specifications in terms of product, quantity, delivery date, price and delivery location, unless rejected by the buyer within 24 hours.

3. QUOTED PRICES

3.1 Any quotation submitted shall constitute an invitation to a buyer to place an order for goods or service subject to the terms and conditions set out therein. All quotations are made subject to alteration or withdrawal by the company without notice.
3.2 Unless otherwise stated the price quoted does not include VAT or any other government charge or duty.
3.3 In the event of any legislative or government actions that affect that adversely affect the price of goods the company reserves the right to forthwith increase prices of goods.

4. FORWARD ORDERS

4.1 In the event of any increase in the cost of transport, wages, materials or other overhead costs arising after the date of any order and before delivery, the company reserves the right to increase prices by an amount sufficient to cover such increases. In the event that the buyer does not accept the increase in price he may cancel the order in writing for any goods not yet produced by the company without additional financial consequences.

5. PAYMENT

5.1 Payment shall be made in full within the period specified in the quotation (30/60/90 days) from the date of the invoice unless agreed to otherwise, in those cases where a credit account has been agreed by the company then the agreed to payment terms must be adhered to by the buyer.
5.2 In the event of any settlement discounts being allowed by the company, the company reserves the right to disallow these, if payment is not made by the due date.
5.3 No discount can be given on applicable V.A.T.
5.4 In the event of failure to make payment on the due date, without prejudice to any other remedies or action on default which the company may have or seek to exercise, the company reserves the right to charge interest on all sums due to the company at the rate of 8% above the Bank Of England's base rate from time to time from the due date calculated on a daily basis and such interest shall accrue after as well as before any judgment ("Interest").
5.5 The company shall provide to the buyer a 7 (seven) day notice for payment of any dues that are past their 'due by' dates. This period shall constitute a cure period for the buyer and the company may, at its sole discretion, choose not to apply Interest during this cure period if all dues are paid without further delay.
5.6 Payments for the purpose of this condition shall mean the receipt by the company of cleared funds.
5.7 Any cost incurred by the company in obtaining payment shall be paid by the buyer including but not limited to those listed in clause 10.

5.8 If the buyer fails to make any payment on the due date or commits any other breach of these conditions of sale or if any distress or execution shall be levied upon any of the buyers goods or if any petition for bankruptcy is presented against the buyer or the buyer is unable to pay its debts as they fall due or any act has incurred involving the solvency of the buyer or if being a limited company any resolution or petition to wind up the buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a Receiver shall suffer any analogous proceedings under foreign law **all sums outstanding in respect of the goods shall become payable immediately**. In addition to which, the company shall be entitled to take immediate re-possession of any unpaid goods that are in the buyer's possession, without further notice to the buyer. The buyer shall extend all cooperation towards allowing the company to conduct such proceedings.

5.9 The company may also without prejudice to any of its other rights:-

- i. suspend or cancel deliveries of any goods due to the buyer; and/or
- ii. appropriate any payment made by the buyer to such of the goods (or goods supplied with any other contract with the buyer) as the company may in its sole discretion think fit;
- iii. exercise any of its rights pursuant to these terms.

5.10 Where applicable, the buyer shall obtain a debenture waiver from existing lenders in respect of the goods that are purchased under the terms of this agreement and the receivables due and payable thereunder.

6. FAILURE TO PERFORM CONTRACT

6.1 The company shall not be liable for failure to carry out the contract arising from any clause.

In the event that the buyer is entitled to make any claim against the company in respect of any goods which are the subject of this contract its liability shall not in any circumstances exceed the net invoiced price of such goods.

All dates and times quoted for the dispatch and delivery of goods are given in good faith but failure on the company's part to make delivery on a date shall not entitle the buyer to:-

- i. refuse a delivery tendered after such date; or,
- ii. repudiate the contract; or,
- iii. make a claim in respect of late delivery.

7. LIABILITY FOR FAULTY GOODS

7.1 No claims for goods delivered in a damaged or faulty condition will be considered by the company unless such damage or fault is reported to the company in writing within 3 days of delivery. If notice is given under this clause 7 then the buyer will provide the company with facilities to inspect the goods or a sample thereof.

7.2 The company reserves the right to request the return of damaged or faulty goods for which liability is admitted.

7.3 The buyer will meet the reasonable costs incurred by the company in inspecting the goods if any complaint is found to be unjustified. The company's decision in this regard shall be final and binding.

7.4 Any goods supplied by the company which prove faulty through defective materials or workmanship and notified to the company within the period specified herein will either be repaired or replaced free of charge. This undertaking is given by the company to the exclusion of all conditions, guarantees or warranties of every kind whether express or implied by law or otherwise which are hereby expressly excluded.

7.5 In no case shall the liability arising out of any issue related to defective goods exceed the net invoiced price of the defective goods. In no eventuality shall it include indirect or consequential damage, loss of business, profits etc.

8. DELIVERY AND FAILURE TO ACCEPT DELIVERY

8.1 Confirmation from the shipping company shall be deemed to be final in terms of proof of delivery of the goods to the buyer.

8.2 Goods retained by the company in transit or in store because of failure on part of the buyer to accept delivery on the due date shall be at the buyer's risk. The company reserves the right to charge for their storage and to charge any further costs of delivery.

9. ALTERATIONS

9.1 No alteration to any order by varying or adding to the specification shall be permitted without the consent of the company. Any such variation shall be confirmed by the company in the form of an order acknowledgement.

9.2 The cost of any alteration to any order by varying specifications may be charged to the buyers account.

INITIAL _____

10. APPLICABLE LAW, JURISDICTION AND MONEY CLAIMS

10.1 These terms will be interpreted in accordance with English law. The courts at Liverpool shall exercise exclusive jurisdiction in case of all disputes.

10.2 Disputes relating to money claims wherein the buyer has failed to pay amounts due and payable to the company and is in breach of terms related thereto, shall entitle the company to claim the following:

- a. Interest on the entire outstanding amount;
- b. Court fees;
- c. Loss of revenue/profit;
- d. A per invoice compensation charge of £40 per invoice for invoices upto £999.00; at the rate of £70 per invoice for invoices between £1000-9999.99; and at the rate of £100 per invoice for invoices above £10,000.00; and
- e. All associated expenses linked to bringing the dispute to a judicial forum viz. reasonable travel expenses, costs of overnight stay and reasonable attorney's fees (where applicable).

The above constitute damages as a genuine pre-estimate of loss and not in the nature of a penalty. It is clarified that the above list is indicative and not exhaustive.

11. TITLE TO GOODS AND RE-POSSESSION

11.1 The goods shall be at the buyers risk from delivery.

11.2 Title to the goods shall not pass automatically upon delivery of the goods. The company shall retain title until such time as the buyer has paid entire sale consideration for the goods in full and no other associated sums whatsoever remain due from the buyer to the company.

11.3 Until title in the goods passes to the buyer in accordance with clause 11.2, the buyer shall hold the goods and each of them on a fiduciary basis as bailee for the company.

11.4 The buyer shall store the goods (at its own cost) separately from all other goods in its possession and marked in such a way that they are clearly identified as the company's property.

11.5 Notwithstanding that the goods (or any of them) remain the property of the company the buyer may sell or use the goods in the ordinary course of the buyers business. Any sales shall be at full market value and all proceeds in this regard shall be earmarked for the company's benefit and towards the satisfaction of dues payable under this agreement. The company shall be deemed to have a charge over all receivables relating to the goods till such time as any amounts whatsoever remain outstanding against the buyer's name.

11.6 Any such sale or dealing shall be sale or use of the company's property by the buyer on the buyers own behalf and the buyer shall deal as principal when making such sales or dealings. The company shall be entitled to recover the price of the goods (plus VAT) notwithstanding that the title of the goods has not passed from the company.

11.7 Until such time as title in the goods has passed from the company to the buyer, the buyer shall upon request return to the company such of the goods as have not ceased to be in existence or been resold ("Remaining Goods").

11.8 The buyer authorizes the company to enter upon any premises owned, occupied or controlled by the buyer where the goods are situated and to repossess the Remaining Goods. On the making of such request the right of the buyer to retain possession of the goods shall cease.

11.9 The buyer shall not pledge or in any way charge by way of security for any indebtedness any of the goods in which the company holds title. Without prejudice to the other rights of the company, if the buyer does so all sums whatever owing by the buyer to the company shall forthwith become due and payable.

11.10 The buyer shall insure and keep insured the goods to the full price of the goods against all risks to the reasonable satisfaction of the company until the date that the property in the goods passes from the company, and shall whenever requested by the company produce a copy of the policy of insurance. The company shall be endorsed as a beneficiary in such insurance policy. Without prejudice to the other rights of the company, if the buyer fails to do so, all sums whatever owing by the buyer to the company shall forthwith become due and payable.

11.11 Each sub-clause of this clause shall be separate, distinct and severable from each other.

12. OTHER CONDITIONS

12.1 The buyer by buying any goods from the company is thereby deemed to have accepted that these conditions take precedence over any other conditions set out in any letter, acceptance forms or the like received by it in connection with the goods so ordered and that no other conditions will form part of the contract between the parties for the sale of such goods.

12.2 The headings of conditions are for convenience of reference only and shall not affect their interpretation.

12.3 Buyer shall indemnify and hold the company harmless against any liabilities arising out of third-party claims that are a consequence of buyer default, for whatever reason caused.

12.4 Buyer undertakes not to provide its buyers with any additional warranties other than the standard manufacturer warranties provided by the company.

12.5 The company is entitled to novate, assign or otherwise transfer this agreement to a third-party without the consent of or notification to the buyer. The buyer may not assign or novate this agreement without the consent in writing from the company.

12.6 In case any provision of this agreement is deemed to be illegal or unenforceable by a court of law, such provision shall be deemed to be severed from the remainder of the agreement and shall not affect the validity of other provisions of this agreement.

12.7 By signing this form you are expressly agreeing to the terms of the following documents, which you agree to have reviewed and shall abide by. You also understand that these documents together constitute the entire agreement between the parties. The documents in addition to these terms are - a. the terms of service for our website; b. the privacy policy for our website; c. the cookie policy for our website; and d. the terms of sale of goods. These documents are available for review here www.safetysuppliesltd.co.uk on our website.

THESE CONDITIONS SUPERCEDE ALL PREVIOUS CONDITIONS OF SALE

Signed on behalf of the company:

Name:
Title:

Signed by the buyer:

Name:
Title: