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| --- |
| Application For Credit Facilities |
| Registered Company Name: | Reg Number: |
|  | VAT Number: |
|  |  |
| Trading Company Address: |  |
|  | Postcode: |
| Telephone No: | Fax Number: |
| Email: | Website: |
|  |  |
| Invoice Address (If different): |  |
|  | Postcode: |
| Telephone No: | Fax Number: |
| Email: | Contact Name: |
|  |  |
| Company Status (I.E. Ltd / Sole Trad | der): |
| Parent Company (If applicable): |  |
| Years Trading: |  |
| Principle Trading Activity: |  |
|  |  |
| Purchasing Department Contacts |  |
| Name: | Position: |
| Telephone No: | Fax No: |
| Email: |  |
|  |  |
| Accounts Department Contacts | Invoices and Statements will be sent via email |
| Name: | Position: |
| Telephone No: | Fax No: |
| Email: |  |
|  |  |
| Non-Ltd and Sole Traders Only |  |
| Owners Name in Full: |  |
| Home Address: |  |
|  | Postcode: |
|  |  |
| Declaration (Director / Sole Trader / Partner) |
| I/We wish to apply for a 30-day account, standard terms and conditions apply. (Copy attached and available on request) |
| Print Name: |  |
| Signed: | Title: |
| Date: |  |
| Please return the application form as an original, fully completed with a company letterhead. |



**Central Plumbing & Bathroom Supplies LTD. - Standard Terms & Conditions**

**1. Application of Conditions.**

1.1- Unless other terms are specifically accepted by Central Plumbing & Bathroom Supplies LTD. (“Company”) in writing all and any Business undertaken by the Company is transacted subject to the following conditions. No addition to or variation of or exclusion of these conditions or any of them (whether contained in any official order form from any Customer or otherwise) shall be binding unless such addition, variation or exclusion has been expressly and specifically accepted in writing by the Company.

1.2- Orders accepted by the Company may not be cancelled under any circumstances without the prior written agreement of the Company. Cancellation of goods to a customer’s own specification will not be accepted.

**2. Delivery.**

2.1- Delivery times and dates are given in good faith and all reasonable endeavours will be made to comply with them, but such dates and times are estimates only, do not form a term or condition of any contract and no guarantee is given in respect of them so that the Company is not liable for direct or indirect losses arising from any delay in delivery. Notwithstanding for foregoing and subject to clauses 10 and 13 below the Company will Endeavour to deliver products no later than the working day following the day on which an order is received from a Customer by the Company in accordance with the Company’s “guaranteed next day delivery” service. If the Company is not able to deliver on the next working day following the day on which an order is received from a Customer, then the Customer shall have no right to rescind or otherwise cancel its order and the Company’s liability in respect of such delay shall in no circumstances exceed the value of the products to be delivered to the Customer pursuant to the relevant order.

2.2- Delivery will be at such location as is agreed or if none is agreed at such location as the Company specifies. The Company reserves the right where appropriate to make delivery of goods ordered by instalments.

2.3- If for whatever reason the Customer fails to take delivery of any goods governed by those terms and conditions (“Goods”) when the same are ready for delivery the Company may at its option place in store or resell the Goods in question and in that event the cost of storage whether at the premises of the Company or of any third party will be borne by the Customer at rates current from time to time and will together with any additional insurance or double handling charges be added to and from part of the price for the Goods in question.

**3. Prices.**

Prices shown on quotations or acknowledgements of orders are subject to alteration or withdrawal without notice. Owing to fluctuations in currency rates and costs of materials, the Company reserves the right to charge the prices ruling at the date of dispatch. All prices quoted are exclusive of value added tax which will be charged at the rate applicable on the date of invoice.

**4. Warranty.**

4.1- Should any product sold by the Company prove defective by virtue of faulty materials or manufacture, the Company will replace the same free of charge provided it is notified in writing within 2 months of delivery unless otherwise stated on a document accompanying any goods. This warranty applies only to faulty constituent part in any Goods and not to incidental damage or consequential loss nor to labour nor to delivery of damaged goods to the Company for repair or replacement. This warranty is without prejudice to any rights implied by statute or common law.

4.2- This warranty will not apply to any Goods which in the Company’s reasonable opinion have been altered in any way, subjected to misuse or unauthorized repair, been improperly installed or connected or in respect of which any person (other than the Company) has failed to observe or perform any maintenance requirements or procedures. In addition, the warranty will not apply unless the Customer notifies the Company immediately of the defect or the suspected defect in any Goods comes to its knowledge or attention. The Company will not honour this warranty for as long as there persists any breach by the Customer of any contract made with the Company.

**5. Claims for Damage, Shortage or Loss.**

5.1- No claim for damage or loss of Goods in transit or shortages in delivery can be accepted and all such claims will have deemed to have been waived by the Customer unless separate notices in writing are given both to the Company within 7 days of receipt of the Goods in question and to the carrier concerned within that period or within any shorter time limit specified in such carrier’s applicable terms and conditions of business.

5.2- Any errors or omissions on goods delivered, subject to notifications in accordance with clause 5.1 will be corrected or rectified by the Company as soon as reasonably practicable in such manner as it shall consider appropriate (whether by replacement, delivery of additions or alternative Goods, repair or otherwise).

**6. Return of Goods.**

Once dispatched, goods may not be returned to the Company without its written consent and such consent will only be given against a charge of not less than 15% of the value of the Goods in question such charge to be not less than the amount of the Company’s expenses in relation to such return. Notification of returns must be given within 7 days of receipt of the Goods.

**7. Technical Advice.**

Although not qualified so to do the Company may at the request of the Customer (without being under any obligation to do so) furnish technical advice or assistance with reference to the use, repair or installation of any Goods sold by it but the same is furnished or given on the express understanding that is accepted as an expression of opinion in respect of which the Company and its staff have no specific relevant expertise or qualification and is therefore used or heeded at the Customer’s risk and the Company shall not be liable for any loss or damage or any claims of whatsoever nature arising directly or indirectly out of the Customer’s use or application of such advice or assistance.

**8. Settlement Terms.**

8.1- If required by the Company full payment will be made before delivery of any Goods and in any event all invoices will become due for settlement and be paid no later than 30 days after the end of the month in which the invoice date falls. Once any amount becomes overdue the Company reserves the right to deem the whole balance on the account as due and collectable. All amounts shall be due and payable in pounds sterling. Where delivery of Goods takes place elsewhere than ex the Company’s works delivery charges will apply in such amount as the company shall specify on the UK having a total of less than £700 and on orders deliverable outside the UK are F.O.B. orders for delivery within

8.2- Payment will be made in such manner or form (cash, cheque, bankers draft, letter of credit or otherwise) as the Company shall specify in any case.

 8.3- The Company reserves the right to charge interest on all overdue accounts at the rate of 2% for each month or part month during which such account remains outstanding interest being compounded with monthly rests. In addition, the Company reserves the right to recover all costs of collection arising in respect of overdue accounts.

**9. Title and Risk.**

9.1- Until all money due from the Customer to the Company under any contract or agreement or otherwise has been paid in full, legal and equitable title in the goods shall remain with the Company and the Customer shall be in possession of the Goods as Bailee.

9.2- Notwithstanding 9.1 the Customer is authorised to sell the Goods in the ordinary course of business as agent or on the account of the Company and to pass good title in the Goods to its customers and convert or incorporate the Goods into other goods or materials.

9.3- The Customer will store the Goods separately and ensure that they are clearly marked as belonging to the Company.

9.4- The Company may inspect and or recover the Goods at any time and for this purpose may enter any premises where the Goods are stored.

9.5- The authority to sell convert and incorporate given by clause 9.2 may be revoked at any time by the Company and will automatically determine if there is made a receiving or bankruptcy order against the Customer or (where the Customer is a limited company) it enters liquidation or has a receiver appointed over any of its assets.

9.6- To the extent necessary to pay all money due to the Company whether under any contract agreement or arrangement the proceeds of sale of the Goods shall be received and held by the Customer on trust for the Company and at the Company’s request will be paid into a separate bank account.

9.7- Risk in any Goods and the responsibility for their insurance shall pass to the Customer on the earlier of delivery or their release to a carrier.

**10. Liability.**

10.1- Save as provided in clause 4 of this Agreement the Company will have no liability for any damage or loss arising out of the sale to the Customer of the Goods or their use or installation by or for any person or otherwise under this Agreement save that this limitation shall not apply to any death or personal injury caused to any person and arising out of the negligence of the Company or its servants or employees nor to any condition or term implied by statute or common law.

10.2- No liability is accepted for the contents of any advertisement, literature or promotional material of the Company or of any other person relating to or describing all or any of the Goods. All such advertisements, literature and promotional material are for general information purposes only, are approximate and subject to change and to differ from any goods sold by the Company from time to time.

10.3- Apart from the guarantee given under clause 4 above the Goods are not guaranteed or warranted howsoever and no representation or warranty expressed or implied is given as to the suitability or fitness of the Goods or any of them for any particular purpose so that in agreeing to purchase them the Customer will be taken to have satisfied itself/himself/herself as to their suitability for any purpose for which they are intended to be used.

**11. Export.**

Where the goods are to be exported: -

11.1- The Uniform Laws on International Sales Act 1967 shall not apply to this Agreement; and

11.2- The Goods will be sold F.O.B. or C.I.F. at the option of the Company which will be under no obligation to give the Customer notice as specified in section 32(3) of the Sale of Goods Act 1979.

**12. Termination.**

12.1- This Agreement will terminate immediately upon service of written notice of termination by the Company on the Customer if the Customer has either: -

12.1.1- Committed an act of bankruptcy or has made an arrangement or composition with his creditors or otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors or has suffered or allowed any execution whether legal or equitable to be levied on his property or obtain against him or (being a body corporate) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has had a receiver, manager or administrator appointed over its assets undertaking or any part thereof or a resolution has been passed or petition presented to any Court for the winding-up of the customer or any proceedings have been commenced relating to the insolvency or possible insolvency of the Customer; or

12.1.2- Failed to observe or perform any of its obligations or duties under any contract agreement or arrangement with the Company.

12.2- The termination of any contract agreement or arrangement between the Company and the Customer in any way whatsoever will be without prejudice to the rights, obligations and liabilities of either party accrued prior to termination.

**13. Force Majeure.**

The Company will have no liability to the Customer in respect of any loss or damage sustained arising out of any delay or non-delivery of any Goods, breach or delay in performance of the Company’s obligations to the customer to the extent that the same is due to circumstances beyond reasonable control of the Company including (but without limitation) strikes, lock-outs, industrial disputes, fire, act of God, riots, war or any failure delay or breach or non-performance by any third party.

**14. Applicable Law.**

The contract will be governed by and in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.