

Credit Account Application Form

Please complete and return with a copy of your company headed paper.



COMPANY/TRADING DETAILS

Trading Name:

Trading Address (inc postcode):

Registered Office Address (if different from above):

Date Established:

Company Registration:

Tel:

Mobile:

Accounts Contact:

Name:	Email:
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Credit Limit Requested:

General Contact*:

Name:	Email:
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*By entering your details, you consent to receiving our occasional product updates.

Full Name and Address of Proprietor/s (if not a Ltd Company):

BANK DETAILS

Bank Name & Branch:

Account No:

Sort Code:

TRADE REFERENCES

Name & Address:

Name & Address:

Tel:

Tel:

Email:

Email:

WE HEREBY REQUEST A CREDIT ACCOUNT WITH S D HARDWARE LTD AND ACKNOWLEDGE RECEIPT OF, AND AGREE TO THE ATTACHED TERMS & CONDITIONS OF SALE. ALL INVOICES PAYBLE BY END OF MONTH FOLLOWING DELIVERY AND SASH AND DOOR HARDWARE LTD RETAINS TITLE TO GOODS SUPPLIED UNTIL PAID FOR IN FULL.

Name (Director/Proprietor):

(BLOCK CAPITALS)

Signature (Director/Proprietor):

Position:

Date:

Return form to:

SD HARDWARE LTD Unit 1, Burraton Road, Parkway Industrial Estate, Saltash, Cornwall, PL12 6LF **t | 01752 651330 f | 01752 253823 e | admin@sdhardware.co.uk**

FOR OFFICE USE ONLY: Area : Rep : Type : Priority :

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- (a) "THE COMPANY", "WE" or "US" means SD Hardware Limited
- (b) "YOU" means the buyer.
- (c) "OUR" and "YOUR" shall be interpreted accordingly.
- (d) "THE GOODS" means the materials we agree to provide to you on these terms.
- (e) "CONTRACT" means the contract for the purchase and sale of the goods.
- (f) "AGREEMENT" means the agreement by which you agree to purchase and we agree to sell the goods.
- (g) "WRITING" includes facsimile transmission, E-Mail and comparable means of communication.

2. GENERAL

- (a) These conditions apply to all sales of Goods by us and shall prevail over any other terms or conditions contained or referred to in your order or in correspondence or elsewhere or implied by trade, practice or course of dealing unless such other terms or conditions are specifically agreed in writing by a Director of the company. No variation or exclusion of these conditions shall be effective unless agreed in writing in advance by a Director of the company. No terms or conditions of any main building contract or sub-contract shall affect these conditions whether or not we have notice of them.
- (b) Under the UK Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to and does not give any third parties right to enforce any of its provisions.
- (d) If any provision of the contract is found by any court or other competent body to be wholly or partly illegal, invalid or unenforceable, it shall to the extent of such illegality, invalidity or unenforceability be deemed severable and the remaining provisions of the contract shall continue in full force and effect.
- (e) The heading above each condition is for reference only and shall not affect or limit the interpretation and effect of these conditions.
- (f) Any typographical error or clerical omission in any sales literature, price list or other document issued by us may be corrected without liability on our part.

3. ESTIMATES AND SAMPLES

- (a) This Agreement constitutes the entire agreement between the parties. You acknowledge that you do not rely on any statement, promise or representations made by our employees or agents which have not been set out in the Agreement. Any estimate of quantities needed or advice as to the suitability of any goods for any particular purpose given by our employees or agents is given without liability on our part. You are responsible for ascertaining the quantities required and the suitability of the goods for their purpose.
- (b) Any samples, drawings, descriptive matter, or advertising issued by us and all descriptions, images and samples of our Goods are for the purpose of giving an approximate idea of the Goods only.
- (c) You acknowledge that the Goods are natural and geological variations may occur in terms of colour, markings, texture, size and between consignments, which are beyond our control.
- (d) A quotation or estimate for the Goods given by us shall not constitute an offer.

4. PRICE

- (a) Subject to clause 4(c), the price payable shall be as our current price list at the time of delivery, even if this differs from the price originally given in any correspondence with us unless the price given was not a list price current at time of correspondence.
- (b) Subject to clause 4(c), if there is no list price of goods sold or if the price given was not in the list price, the price payable shall be the price given, provided that we have accepted the order.
- (c) We may make any alterations to our price list as we think fit. We may at any time and without notice to you revise the price payable for the goods sold to take account of increases in costs including, without limitation, costs of any goods or materials carriage labour or overheads the increase or imposition of any tax duty or other levy and any variation in exchange rate since the date of preparation of the current price list or (in cases falling within clause 4(b)) acceptance of the order.
- (d) Due to EU importation agreements prices are exclusive of Value Added Tax which shall be payable by you to HM Customs and Excise in the normal manner.
- (e) The price of the Goods is exclusive of the costs and charges of packaging, insurance and we may charge you the cost of transport of the goods to the destination requested by you unless we otherwise agree in writing, and also any charges incurred by us as a result of a request by you to change the delivery address, delivery date, quantities or types of Goods ordered. All such costs shall be paid by you when you pay for the Goods.

5. TERMS OF PAYMENT

- (a) You may open a credit account, subject to satisfactory credit references being obtained and at our discretion. Payments for Goods supplied on a credit account shall be due no later than 30 days from date of invoice. If you default in making payment, the entire balance of your account shall be payable forthwith and we may charge interest on the account, together with costs and expenses, in accordance with clause 5(c).
- (b) You may not withhold or set off payment of any amount due to us.
- (c) If you do not make any payment on the due date then, without prejudice to any other right or remedy available to us, and whether or not any part of your account is subject to query, we may:-
 - (i) cancel the contract or suspend any further deliveries to you;
 - (ii) appropriate any payment made by you to such of the goods (or the goods supplied under any other contract between you and us) as we may think fit; and
 - (iii) charge you interest at a rate of 8% above the base rate from time to time of The

Bank of England on the unpaid balance, to accrue on a day to day basis from the due date for payment until receipt by us of the full amount whether before or after any judgement; and

- (iv) be indemnified by you against all costs and expenses incurred by us in recovering sums due or in exercising our rights pursuant to clause 5.
- (d) If you are an existing credit account customer and intend, being a company, to alter your constitution or, being a sole trader or partnership, to become incorporated or amalgamated with others, you must give prior written notice to us of the intended change if you wish to continue credit account facilities following the intended change. Continuance of trading after the change shall be at our discretion and only deemed undertaken by us if a written acknowledgement is issued by our Credit Controller or one of our Directors. You agree that we may obtain, retain and provide to third parties, references as to your financial standing.
- (e) If settling unpaid invoices by Corporate/Business Credit Card you will be required to cover the 2.2% transaction fee we are charged to accept these payments. If you do not wish to cover this fee then any outstanding invoices must be paid via BACS or Debit Card.

6. DELIVERY

- (a) You shall collect the Goods from our premises at Unit 1, Burraton Road, Parkway Ind. Est., Saltash, Cornwall PL12 6LF or we shall deliver the Goods to such other location as the parties may agree (Delivery Location) subject to payment under clause 4(e). Delivery of the Goods will be completed when goods are ready for unloading at the agreed port of arrival, or when you take possession of the goods at our premises, whichever is earlier. Delivery dates or times mentioned in any correspondence are approximate and not part of any contract and we shall not be liable to you if we do not deliver on or at any particular date or time, nor shall time be of the essence of any contract.
- (b) If we fail to deliver the Goods as agreed between the parties, its liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of Goods.
- (c) If you do not take or accept delivery of Goods tendered in within 5 days of being notified by us that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or our failure to comply with our obligations under this Agreement,
 - (i) delivery of the Goods shall be deemed to have been completed at 9.00am on the fifth day following the day on which we notified you that the Goods were ready;
 - (ii) we shall store the Goods until delivery takes place, and charge you for all related costs and expenses (including insurance); and
 - (iii) we shall be entitled to immediate payment in full for such goods.
- (d) You shall not be entitled to reject the Goods if we deliver up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment may be made to the invoice on receipt of notice from you that the wrong quantity of Goods was delivered and you are happy to accept the adjustment.
- (e) On your request, within 3 months of delivery, we may provide evidence of delivery of Goods ordered, such as a copy of a delivery note. The goods shall be deemed as delivered in accordance with your order if you do not raise any query about delivery within such period.

7. CUSTOMS CLEARANCE

- (a) Any customs duties, taxes, penalties, storage charges or other expenses we incur as a result of the actions of customs or other governmental authorities will be charged to you. Upon our first request you will provide a proper guarantee for any of the duties, taxes, penalties, storage charges or any other expenses set out in this article. (b) We will endeavour to expedite all customs clearance formalities for your shipment but are not liable for any delays, losses or damage caused by interference from customs officers or other governmental authorities.

8. RISK/TITLE

- (a) The risk in the Goods shall pass to you on completion of delivery.
- (b) Title to the Goods shall not pass to you until we have received payment in full (in cash or cleared funds) for the Goods and all other goods agreed to be sold by us to you.
 - (c) Until title to the Goods has passed to you, you shall:
 - (i) hold the Goods on a fiduciary basis as our bailee;
 - (ii) store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
 - (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (iv) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (v) notify us immediately if you become subject to any of the events listed under clause 14, whereupon your right to possession of the Goods shall terminate and your authority to sell the Goods shall be immediately withdrawn and all such Goods shall be immediately delivered to us at your cost and risk; and
 - (vi) give us such information relating to the Goods that we may require from time to time.
- (d) You shall afford us access to the Goods during normal business hours whether they are upon land occupied by you or your customers and you shall deliver the goods up to us at our request and allow us to remove them. For this purpose you hereby grant an irrevocable right and licence to our employees or agents to enter upon the said land with or without vehicles during normal business hours.
- (e) You may sell and deliver the Goods to third parties in the ordinary course of your

business, acting towards such third parties as a principal and not as our agent but you shall hold all proceeds of sale on trust for us in a separate bank account you hereby assigning to us all rights and claims which you may have against your customers arising from such sales until full payment is made as aforesaid.

9. RETURNS

If we are notified within 14 days of delivery that you wish to amend your initial order and return part of the Goods delivered to you (Returned Goods), we may at our sole discretion agree to take back the Returned Goods, provided that you arrange for such Returned Goods to be delivered to our premises as detailed at clause 6(a) and at your cost, and provided further that you pay for all costs and charges and fees incurred by us in re-stocking the Returned Goods.

10. LIABILITY

- (a) You shall inspect the Goods upon delivery. We will make good at our option by repair or replacement any defects in the Goods due solely to defective workmanship or materials which are notified in writing to us; in the case of any defect discoverable upon reasonable examination, such notification must be made within 5 working days from the date of delivery and in the case of any defect not discoverable upon reasonable examination, such notification must be made within 5 working days from the date such defect is actually discovered provided that:
- (i) our above obligations do not extend to defects caused by wilful damage, negligence (other than by our employees or agents), fair wear and tear, alteration or repair of the Goods without our prior written approval, or incorrect storage, application, movement or installation;
- (ii) we are not responsible either for the cost of removing any defective Goods from any place where they are installed or fixed (or making good the place after removal) or for the cost of installing or fixing any repaired or replacement Goods unless this cost has been previously agreed in writing by a Director of the company; and
- (b) We will not accept liability for shortages in quantities delivered unless you notify us of any claim for short delivery within 5 working days of delivery. Our liability shall be limited to making good the shortage.
- (c) Save as set out in these conditions and save for liability for death or personal injury resulting from our negligence and save for breach of our undertakings as to title implied by statute, all express or implied conditions, representations or warranties as to description, quality or fitness of the goods or otherwise are expressly excluded. We shall not be liable for any consequential, indirect or economic loss or for any loss of profits, business, revenue, goodwill or anticipated savings, (whether arising from breach of contract, tort, breach of statutory duty, misrepresentation or otherwise).
- (d) No liability shall attach to us where fine or special tolerances are required in the Goods supplied beyond those generally accepted in the building trade, unless such tolerances are notified in writing to us at the time of order and we have acknowledged in writing that we are prepared to accept such order.
- (e) If you are a consumer (as defined by the Consumer Transactions [Restrictions on Statements] Order 1976) your statutory rights are not affected by these conditions.
- (f) We will provide information about any guarantee offered by us and available to you in respect of the Goods on request.

11. PACKAGING AND WASTE

- (a) We may charge for any special packaging to cover the cost of labour and materials.
- (b) You will be responsible for the disposal of any waste arising from the Goods and will comply with all applicable laws, regulations and waste management licences relating to such waste. You will indemnify us against all costs, claims, liabilities and expenses arising from any breach by you of this clause.

12. CANCELLATION OF ORDERS

- (a) We may at our discretion accept or reject the cancellation of any order after we have accepted it. If we decide to accept the cancellation of such order, this acceptance shall be on such terms as we specify. We will not accept the cancellation of an order for goods which are to be specially produced.

13. FORCE MAJEURE CLAUSE

We shall be under no liability for any loss, damage, delay or expenses caused wholly or in part by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or if

it could have been foreseen, was unavoidable, including strikes, lock-outs or other trade or industrial disputes of whatever nature, (whether or not such dispute involves us, our employees or agents), failure of energy sources or transport networks, acts of God, war, terrorism riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors or by any other event whatsoever which is beyond our control, and in such circumstance, we may omit Goods from, or cancel your order, or postpone delivery of the Goods ordered.

14. BANKRUPTCY OR INSOLVENCY

- If,
- (a) you make a proposal for or enter into a scheme of arrangement or a composition with your creditors or fail to comply with the statutory demand for the repayment of a debt within the time allowed or become apparently insolvent, or
- (b) (where you are an individual or, where you are a partnership, in the case of any individual partner) an application is made to the court under Part VII of the Insolvency Act 1986 for an interim order for the purpose of a voluntary arrangement or an order is made for the administration of your estate pursuant to Part VI of the County Courts Act 1984 or a bankruptcy petition relating to you is presented to the court or you are adjudged bankrupt, or
- (c) (where you are a company) a petition for an administration order is presented to the court pursuant to Part II of the Insolvency Act 1986 or you pass a resolution or the court makes an order that you shall be wound up (otherwise than for the purpose of amalgamation or reconstruction) or a receiver or administrative receiver is appointed of any of your assets or undertakings or circumstances arise which entitle the court or a creditor to appoint a receiver or administrative receiver, or
- (d) (where you are either a company or a partnership) circumstances arise which entitle the court to make a winding-up order, or
- (e) (whether you are a company, a partnership or an individual) you take or suffer any similar action in consequence of debt, we may stop any goods in transit and suspend further deliveries and may forthwith terminate the contract without prejudice to the continuation of our rights hereunder and to any existing claims.

15. TERMINATION

- (a) We may terminate the contract verbally or in writing, with immediate effect if you are in breach of the provisions stated in these terms and conditions. Failure to pay any sums due in accordance with clause 5 is a material breach of the terms of the contract which is not capable of remedy.
- (b) The authority given to you under clause 8 (e) will continue until we notify you otherwise or until you enter into any stage of clause 14.

16. NON-WAIVER OF RIGHTS

The failure by either you or us to exercise or enforce any right conferred by the contract shall not be a waiver of any such right nor bar the exercise or enforcement of such right at any time thereafter.

17. HEALTH & SAFETY

Certain products supplied by us could, if incorrectly used, give rise to risks to health and safety. Information in respect of such products is available from us. You undertake that you will ensure compliance as far as is reasonably practicable by your employees, agents, and customers with any instructions given by us and will take any other steps or precautions, having regard to the nature of the Goods, as are necessary to preserve the health and safety of any person handling, using or disposing of them.

18. APPLICABLE LAW

The contract shall be governed by and interpreted in accordance with English law and subject to the exclusive jurisdiction of the English courts to resolve any disputes.