

## Credit Application Form

Fill out this form using BLOCK CAPITALS and a ball point pen. Please also include a company letterhead when returning it to us.

Accounts Tel: 0208 783 9999

Accounts Fax: 0208 941 3275

Business Details			
Company Name		Tel	
Business Address		Fax	
		Mobile	
		Postcode	
Email Address			
Registration No.		Date	<u>DD</u> / <u>MM</u> / <u>YYYY</u>
Registered Address (with companies house)		VAT No.	
		Tel	
		Postcode	
Required Credit Limit			
Nature of Your Business			

Accounts Contact			
Name		Tel	
Email Address		Fax	

Bank Details			
Bank Name			
Bank Address			
			Postcode
	Account Number	Sort Code	

References			
Reference 1		Tel	
Address		Fax	
			Postcode
	Email Address		
Reference 2		Tel	
Address		Fax	
			Postcode
	Email Address		

Marketing	
Occasionally we like to send email newsletters containing exclusive offers, discounts and industry news.	
These emails contain something called a web beacon - this just lets us see how well our emails are doing, allowing us to improve them in the future. No personal data is collected. For more information please take a look at our Privacy Policy at <a href="https://www.cdrelectrical.co.uk/privacy-policy/">https://www.cdrelectrical.co.uk/privacy-policy/</a> .	
<input type="checkbox"/> I/We would like to subscribe to the email newsletter, and I/We consent to the use of web beacons.	

## Declaration

I/We understand that this application is to open a credit account with CDR Electrical Wholesalers Ltd. I/We understand that your credit terms are:

- that payment is due promptly at the end of the month, following the month of invoice
- that if granted credit, I/We agree to pay in accordance with these terms.

I/We have read and accept the conditions in the following 'Terms of Sale' section, as well as the Privacy Policy at <https://www.cdrelectrical.co.uk/privacy-policy/>.

I/We understand that you may perform a search with one or more Credit Reference Agencies that might be stored with this application form for your records.

Sign	
Print	
Date	DD/MM/YYYY
Position	

If the customer is a Limited Liability Company or Partnership established less than three years ago, the continuing guarantee below MUST be signed by a director or secretary (in the case of a limited company) or equity partner (in the case of a limited liability partnership).

**To CDR Electrical Wholesalers Ltd.:** In consideration of you agreeing to grant credit facilities to the company or limited liability partnership described above ("the company") I hereby unconditionally guarantee the due and punctual performance and observance by the company of its obligations herein and under your terms and conditions overleaf and agree to indemnify and keep you indemnified against any breach or non-observance thereof by the company.

Sign	
Print	
Date	DD/MM/YYYY
Position	

## For Office Use Only

Name		Tel	
Email Address		Fax	

## Terms of Sale

These Terms of Sale, and any documents referred to herein, set out the terms and conditions which you must consent to in order to purchase goods from us. By placing an order, you agree to be bound by, and to comply with, these Terms of Sale.

These Terms of Sale are effective from 14/05/2018.

CDR Electrical Wholesalers Ltd. will hereafter be referred to as the Seller.

### 1. General

Unless otherwise expressly agreed in writing by the Seller, the goods are supplied by the Seller only on these Conditions and no variation of or addition hereto (whether contained in any document emanating for the Buyer or made orally by any person acting or purporting to act on behalf of the Seller) shall have effect unless it is in writing signed by or on behalf of the Seller. If any of these conditions conflict with any conditions stated in the Buyer's order or the Buyer's conditions of purchase, these conditions prevail. Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.

### 2. Quotations

No quotation issued by the Seller is to be treated as an offer by the Seller but an invitation to treat, open for the period stated therein or when no period is so stated, then within thirty days after the date of the quotation. If an order is placed on the basis of a quotation such order will be treated as an offer subject to these conditions and shall not be binding upon the Seller unless accepted by the Seller in writing. Quotations are subject to the Seller being able to purchase and obtain the necessary materials. All quotations subject to E & O.E. The Seller may from time to time make changes in the specification of the

goods in the event of difficulties in obtaining components or raw materials or which may be required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the goods.

### 3. Quotation of prices

Quoted prices will be subject to variation according to material costs at the time of manufacture other than for price list items which will be subject to the price ruling on the day of dispatch.

### 4. Payment

Unless otherwise agreed the following terms shall apply:

(a) The purchase price shall be payable in full on or before the last day of the calendar month following the month of dispatch. Time for payment shall be of the essence. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.

(b) Interest will be charged on all overdue accounts at 4% per annum above the prevailing Bank rate.

(c) Without prejudice to any other rights of the Seller, if any payment from the Buyer is overdue under this or any other contract between the parties the Seller shall have the right to suspend or cancel this or other contracts in its entirety. After 90 days all preferential discounts shall be withdrawn and goods charged at manufacturers current trade prices.

(d) If at any time the Buyer is in default in any of the Terms and Conditions of this contract particularly failure to pay any amounts due by the correct dates all monies payable by the Buyer shall immediately become due.

(e) If any distress execution or other legal process shall be levied upon or served against the Buyer's property or if the Buyer shall make or offer to make arrangement or composition with its creditors or commit any act of bankruptcy, or if any petition shall be presented or made against the Buyer or if the Buyer is a company any resolution or a petition to wind-up shall be passed or presented or if a receiver or administrative receiver of all or any of its assets shall be appointed (without prejudice to any other rights which the Seller may have) in each or every such case the Seller shall have the right at any time to suspend or determine the contract or any unfilled part thereof and to cancel any outstanding deliveries to stop any products in transit and notwithstanding any other provisions payment in respect of any delivery already made shall be immediately due and the Seller may exercise all of its rights pursuant to Condition 11.

#### **5. Delivery**

The Seller will use its best endeavours to meet delivery dates quoted, promised or requested but shall not be liable to make good any loss or damage howsoever arising (whether directly or indirectly) out of delay in or failure to make delivery of the goods or any part thereof. UK mainland deliveries are delivered free of charge by normal means at the seller's option. All other deliveries may incur a carriage charge. The goods shall be at the Buyer's risk as from delivery.

#### **6. Damage or loss in transit**

The Seller is not responsible for damage or loss in transit. Carriers' receipts should be signed 'unexamined' and in the event of damage or shortage notification must be sent within seven days of receipt to both the Carrier and Seller, and the packaging and the contents shall be retained for inspection by the Buyer and/or the Carriers. Goods consigned by parcel post are subject to the Regulations of the Postal Authorities.

In the event of non-receipt of goods by the Buyer within seven days of dispatch, advice or invoice (whichever is earlier) the Buyer shall notify the Seller immediately in writing, on the phone or by fax.

If the Buyer fails to comply with the provisions of this Clause the Buyer shall be liable to pay for the goods undelivered or damaged as though they had been delivered in good condition.

#### **7. Fitness for purpose**

The Buyer shall determine the fitness for purpose of the good of the Buyers intended use and assume all risks and liability in connection therewith.

#### **8. Technical advice or assistance or recommendations**

The Seller at the request of the Buyer may but without obligation to do so furnish technical advice or assistance or recommendation with reference to the use of the goods or materials sold hereunder on the express condition that any such advice or assistance or recommendation is given and accepted at the Buyers risk and the Seller shall not be liable for any loss or damage cost or claims arising therefrom.

The Seller is not responsible for the consequences of any inadequacies or other deficiencies in any drawing, specification or other information provided by the Buyer to the Seller.

#### **9. Force majeure**

If the Seller is prevented (directly or indirectly) from making delivery of the goods or any part thereof by reason of Act of God, war strikes, lockouts, industrial disputes, fires, explosions, breakdowns, failure of source of supply of materials, shortage or delay in obtaining fuel supplies, interruption of transport, Government action, or any other cause whatsoever outside the Sellers reasonable control, the Seller shall be under no liability whatsoever to the Buyer.

#### **10. Title of goods**

The title in the goods shall remain vested in the Seller and shall not pass to the Buyer until the Seller has received payment of the purchase price in full. Until property in the goods passes to the Buyer the Buyer shall hold the goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

So long as the title in the goods remain vested in the Seller, the Seller shall be at liberty at any time to retake possession thereof and to that purpose to enter upon any premises of the Buyer or any other premises where goods may be.

Notwithstanding that title has not passed to the Buyer the Buyer shall be at liberty to resell the goods but any such resale shall be deemed to be for the account of the Seller and any proceeds thereof whether received from the Sub Buyer or from any Assignee of the debt due from the Sub Buyer shall be held by the Buyer on behalf of the Seller until such time as the purchase price shall be paid in full and shall not be mixed with any other money or paid into any overdrawn bank account and shall at all material times be identified as

the Seller's money.

If prior to the passing of the title therein the Buyer shall process the goods or mix them with other goods ownership of the processed or mixed goods shall forthwith vest in the Seller and shall remain so vested until such time as the purchase price be paid in full.

The Seller shall be entitled to recover the Price plus VAT notwithstanding that property in any of the goods has not passed from the Seller.

The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the goods which are the property of the Seller. Without prejudice to the other rights of the seller if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

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

#### **11. Liability**

All conditions guarantees or warranties whether express or implied by statute or common law or otherwise are hereby excluded. Provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a Buyer dealing as consumer.

The Seller shall not be liable for consequential losses of any kind arising directly or indirectly from or in consequence of the sale of any goods by the Seller or the use of the Sellers goods.

The Seller shall not be liable for any damage to property arising directly or indirectly from any defect in or failure of or unsuitability for any purpose of the goods whether due to any act, omission, negligence of the Seller or its employees or agents or to faulty design, workmanship or materials.

Notwithstanding the foregoing the Seller will supply new goods in exchange for any defective goods or at the Sellers option the Seller will repair defective goods provided that the defect arises under proper and normal use and solely from faulty design, workmanship or materials and provided that written notice giving full details of the alleged defects is received by the Seller within twelve months of the date of the dispatch of the goods.

All terms conditions and warranties (whether implied or made expressly) whether by the Seller or its servants or agents or otherwise regarding the quality and/or fitness for purpose of the goods or any of the goods are excluded.

In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the goods.

#### **12. Third party industrial rights**

Where goods are supplied to the Buyer's drawings, design or specification the Buyer warrants that the manufacture, supply or sale by the Seller will not infringe any Patent or Registered Design or copyright and will indemnify the Seller against all liability for any infringement and against all actions proceedings, claims, costs, demands and expenses in relation thereto.

#### **13. Trademarks, patents and copyright**

All goods sold in retail packaging may be resold by the Buyer only in the packaging supplied by the Seller and in no case may any trademark other than those applied by the Seller be marked on or applied in relation to the goods.

No right of licence is granted under these conditions of sale to the Buyer under any patent, trademark, copyright, registered design or other intellectual property right except the right to use or re-sell the goods.

#### **14. Proper law**

These Conditions and all contracts to which they apply shall in all respects be governed by and construed in accordance with the Law of England and shall be subject to the jurisdiction of the English Courts.