

Credit Account Application Form

Company Details								
Full registered name:					Date of incorporation:			
Trading name:					Registration number:			
Trading address:					VAT number:			
					Company Type:		Limited \Box Plc \Box	
							Partnership	
		Postcode:					Sole trader 🛛	
Sole Traders and Partnerships Only. Names and home addresses of the business owners.								
Name:		ľ	Ν	Name:				
Home Address:				Home Address:				
		Postcode:				Postcode:		
Contact Details								
Managing Director: Email:								
Telephone: Website:								
Account Requirements								
	es of invoices &	statements:			Payment method: BACS			
Estimated cred		f						
Company Bank Details & Account Users								
Bank name:		Sort Code:		<u>م</u> .	Account Number:			
Address:					ount Users:			
Address.			Authorise		ount osers.			
			-					
	Postcode:							
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Trade References								
Name: Address:		Name:						
Address:			Address:					
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Tal	Postcode:		Tali		Postcode:	Emelle		
Tel:		Email:	Tel:			Email:		
Name:			Name:					
Address:			Address:					
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	Postcode:				Postcode:			
Tel:		Email:	Tel:			Email:		
Acceptance of Terms								
All sales of products and services by Nationwide Supplies to the applicant will be subject to Nationwide Supplies' standard terms and conditions in force at the time of order. I CONFIRM:								
• That I have read and understood the terms and conditions enclosed and am authorised to sign and accept the terms.								
That we agree to your payment terms (payment due 30 days after invoice date).								
Director signature:					Please ensure that you sign and return pages 1 & 2 together with your company letterhead.			
Print name:								
Date:								

Nationwide Supplies is a trading name of Ecotech Solutions Limited

Buttermilk Farm, Baldock Road, Buntingford, SG9 9RH

Nationwide Supplies **BUILDERS AND PLUMBERS MERCHANT**

Credit Account Application Form

1. DEFINITIONS

"the Company" means Nationwide Supplies, which is a trading name of Ecotech Solutions Ltd.

"the Customer" means the person or organisation credit requesting the account "the Manufacturer" shall mean the organisation responsible for the goods in question.

2. CONDITIONS APPLYING Unless otherwise agreed in writing these conditions will govern all contracts for the sale of the Company's goods or the supply of its services. Any qualification or modification of these Conditions and any other conditions which the Customer may seek to impose will not apply unless expressly accepted by the Company in writing.

3. CONTRACT

The Company's quotation does not constitute an offer. An order from the Customer based on the Company's quotation shall constitute the offer. An acknowledgement of that order sent by the Company by normal post shall constitute the acceptance of that offer. The order shall not be capable of being cancelled from the moment the acknowledgement of order is posted.

4. REPRESENTATIONS

4. REPRESENTATIONS The only representations in connection with the Company's goods or services for which the Company shall accept liability are those specifically included or referred to in the Company's price list or quotation. Advertising material, leaflets or brochures shall not form part of the contract unless otherwise specifically agreed between the Company and the Customer. agreed between the Company and the Customer in writing to be a term of the contract. It is agreed that on entering into the contract the Customer is not relying on any other representations.

5. DELIVERY/STORAGE

a) Delivery is ex the Company's works unless otherwise stated.

b) If through lack of instructions from the Customer the Company is not able to deliver the goods to the Customer within 7 days after the date that the Company sends the Customer notification that the goods are deliverable the Company may arrange for their storage and at its option insurance either at the Company's own works or elsewhere and the Customer will pay to the Company the reasonable charges and costs for so doing

6. PASSING OF RISK

6. PASSING OF RISK Notwithstanding the provisions of Clauses 5 and 10 here of all risks of accidental loss or damage to all goods passes to the Customer either on delivery or if stored by the Company under the provisions of Clauses 5b) at the commencement of storage of the goods by the Company.

7. LOSS OR DAMAGE PRE-DELIVERY OR IN TRANSIT Any loss or damage or shortage must be notified

to the courier delivering on behalf of the Company and to the Company as soon as possible and in any event within 48 hours of delivery and in the case of damage the damaged otherwise have incurred. The Customer must notify the Company of any non-delivery within 48 hours of the date of the Company's advice of despatch.

8. PRICE

a) The price quoted in the Company's quotation is open for acceptance for 30 days, unless otherwise specified. If an order is not received and accepted by the Company within the period stated the Company reserve the right to review the prices and increase them if necessary. b) The price quoted is exclusive of any Value Added Tax payable in respect of the supply of upon date of order placement; whether good are stocked, non-stock or special items.

pavable by the Customer. 9. PAYMENT

b) If the customer does not pay the whole of the invoice by the required day the Customer shall pay interest of the required any the Catalonian main pay interest on the amount outstanding from the date due for payment until the actual date of payment at the rate of 19.9% PA above HSBC base rate charged on a daily rate.

goods or service and this will be additionally

a) Payment is due within 30 days of the date of the invoice. Invoices will be raised for goods

c) So long as any payment is outstanding whether under this contract of any other contract between the Company and the Customer the Company shall have a lien on any of the Customer's goods or equipment in the Company's possession and the Company shall be entitled to retain them or any of them.

 d) So long as any payment is outstanding the Company shall not be obliged to make good any deficiency under the terms of its warranties. e) Cancellation of purchaser's order will only be

accepted prior to the goods order being dispatched. If the Company agrees to accept cancellation, part cancellation or return, the Customer will be liable for any costs incurred for returning the goods. A 25% restocking charge

will also be chargeable. f) The Company reserves the right to place the stock upon suppliers after day 7 of the overdue invoice.

g) Payments should be made by BACS. Credit card payments will be subject to a Surcharge of 2%, and will be invoiced separately.h) All invoices should always be pain on time, in

full regardless of any on-going disputes; these will be resolved separately to the original invoice and credited to account if necessary.

10. TITLE

a) The goods shall remain the sole and absolute property, of the Company as legal and equitable owner until such time as the Customer has paid the Company the agreed price in full.

b) The Company may for the purpose of recovery of the Company's goods or equipment enter upon any premises where they are stored or where they are reasonably thought to be stored and may re-poses the goods or equipment.

c) Until such time as title in any goods or equipment passes to the Customer they will be stored on the Customer's premises separately from the Customer's own goods or those of any other person and in a manner which makes them readily identifiable as the Company's goods and

The Customer acknowledges that upon d) The Customer acknowledges that upon delivery the Customer is in possession of the goods and equipment solely as a fiduciary for the Company and that whilst the Customer is licensed by the Company to sell the goods this is subject to the express condition that the entire proceeds of sale are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies.

11. LIABILITY

a) For Injury Damage or Loss

The Company shall not in any circumstances be liable to the Customer for any injury, damage of loss involving any person, property or interest howsoever suffered by the Customer in connection with installation, use, functioning or state of the goods or in connection with anything done or admitted to be done by the Company, its servants or agents. b) For Defects

The Company will only acknowledge defects by written notice, and these will be forwarded on to the Manufacturer who will be liable for any costs incurred subject to product defect. The Company will accept no liability for any losses incurred, the Manufacturer is deemed to be solely responsible for any liabilities in relation to any

c) For Delay in Delivery

Nationwide Supplies is a trading name of Ecotech Solutions Limited Buttermilk Farm, Baldock Road, Buntingford, SG9 9RH Telephone: 01763 28 11 11 Fax:01763 28 13 07 Company No.: 736 4771 VAT No.: 114 2787 24

The date quoted for delivery is given in good faith but time is not of the essence and the Company shall not be liable for any loss or damage of any kind whatsoever resulting from any delay in such delivery or completion. d) For Failure to Meet Specification or

Performance If on delivery the products supplied by the

Company are deemed to be not in accordance with specification or to be incapable of attaining any guaranteed standard of performance due solely to reasons for which the Manufacturer is responsible then the Customer shall make direct arrangements with the Manufacturer's for rectification of faults.

12. GENERAL

a) Notwithstanding anything herein contained the Company shall not be liable to the Customer in any circumstances whatsoever for any loss of profit, loss of contracts, loss of use of the goods or any other consequential loss.

b) No action or arbitration proceedings whether in contract or tort may be brought by either party more than one year after the party concerned became aware or reasonably should have become aware of the facts constituting a cause of action. c) These conditions contain the whole of the Company's liabilities and all conditions and warranties implied by statute common law or

trade usage are hereby excluded. d) All invoices are electronic only and any request for hard copies will incur a charge of £2.50 plus the current postage rate.

13. SEVERANCE

If at any time any one or more of the provisions of these conditions become or are held invalid, illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. LAW OF ENGLAND

This contract shall be governed by the Law of England. The parties accept that for the purposes of jurisdiction the contract shall be deemed to be made at a court local to the Company and with the jurisdiction of Hertfordshire County Court or Hertfordshire District Registry.

Copy of Nationwide Supplies terms and conditions are hereby accepted
Director Name
Director Signature
Company
Date