



CREDIT APPLICATION FORM

Express Plumbing Supplies Limited Head Office
Unit 5 Riverside Business Park - Natland Road - Kendal - LA9 7SX



Excellent Products and Service

BUSINESS DETAILS

Trading Name

Main Contact Name

Address

Postcode

If less than 3 years at current address please provide previous:

Postcode

Telephone

Mobile

Nature of Business (eg Contractor / Builder / Plumber / Bathroom Installer / Heating Engineer / Self Build Project)

Application date

Anticipated monthly credit required

Number of years of trading

Company registration number

Accounts department contact name

Accounts department telephone number

Email contact for invoices and statements

If you would prefer your invoices & statements by post please tick

Please tick your local branch: Barrow Ambleside
 Carlisle Kendal Whitehaven

BANK DETAILS

Bank name and address

Postcode

Bank account number

Bank sort code

APPLICANT'S DECLARATION

Limited companies - a director needs to sign

Partnerships - all partners need to sign

Sole traders - the owner of the account needs to sign

In making this application, I/We knowledge and accept the Terms and Conditions of Business attached which I/we have retained which govern all transactions.

PERSONAL GUARANTEE: As a director/proprietor of the applicant, I personally guarantee payment for all goods purchased from the company.

Director/Proprietor Name

Signature

Private Address & Postcode

Date of Birth

For EPS Internal Use Only

Branch Manager

Comments and initials

Credit Limit
Required

Sales Track

Terms

Head Office Use Only

MD Approval

Credit
Checked

CM - Sales

Approved
Credit Limit

Monitored

CM - A/C's

Letter

Tel No on
Avaya

EPS Terms and Conditions

PLEASE DETACH THIS SECTION AND RETAIN FOR YOUR REFERENCE

1. DEFINITIONS

Buyer	the person who buys or agrees to buy the goods from the Seller.
Condition	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	the articles which the Buyer agrees to buy from the Seller.
Price	the price for the Goods, including VAT and any carriage.
Seller	means Express Plumbing Supplies of Unit 5, Riverside Business Park, Natland Road, Kendal, Cumbria, LA9 7SX.

2. CONDITIONS

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of Ashley Wilson.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. PRICE

The Price shall be is the amount stated on the invoice.

4. PAYMENT AND INTEREST

- 4.1 Payment shall be due within 30 days of the end of the month the invoice is dated in.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

5. DELIVERY OF THE GOODS

- 5.1 Delivery of the Goods shall be made to the Buyer's address or to an address advised by the buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 5.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 5.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods.
- 5.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

6. ACCEPTANCE OF THE GOODS

- 6.1 The Buyer shall carry out a thorough inspection of the Goods within 5 working days of delivery and shall give verbal or written notification to the Seller of the Goods with any defects which a reasonable examination would have revealed.
- 6.2 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

7. TITLE AND RISK

- 7.1 Risk shall pass on delivery of the Goods to the Buyer's address or the address advised by the buyer.
- 7.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 7.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 7.4 The Seller may at any time before title passes and without any liability to the Buyer:
 - 7.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
 - 7.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 7.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

8. CARRIAGE OF GOODS

Carriage will be chargeable when agreed and advised by the seller.

9. RETURNS

- 9.1 No goods delivered to the Buyer which are in accordance with the Contract will be accepted for return without the prior written approval of the Seller in accordance with the Seller's then current Returns Authorisation Procedure and on the terms to be determined at the absolute discretion of the seller.
- 9.2 If the seller agrees to accept any such goods for return the Buyer shall be liable to pay on the return a handling/re-stocking charge of 20% of the invoice price. Such goods must be returned by the Buyer carriage paid to the Seller in their original packaging.
- 9.3 For the sake of clarity, no goods will be accepted for return if specifically ordered by the Buyer (un-stocked items) or any other goods which are returned at the time after 5 working days after delivery and invoice.
- 9.4 Goods returned without prior written approval of the seller may at the Seller's absolute discretion be returned to the Buyer or stored at the buyers cost without prejudice to any rights or remedies the Seller may have.