

Application for Credit Facilities

Door Solutions Direct

6 Julian Close,
Great Wyrley WS6 6NP

Tel: 0800 2545154

Email: sales@doorsolutionsdirect.co.uk

VAT No: GB197085174



Company Name: _____

Trade: _____

Invoice Address:

Postcode: _____ Tel: _____

Accounts Details:

Contact Name: _____

Email Address: _____

Tel: _____

Buyer Details:

Contact Name: _____

Email Address: _____

Tel: _____

Please provide details of two companies we may approach for a Trade Reference:

Name: _____ Name: _____

Address: _____ Address: _____

Postcode: _____ Tel: _____ Postcode: _____ Tel: _____

Additional information required on invoice to ensure prompt payment

Legal Status: PLC Private Ltds. Partnership LLP Sole Trader

Company Registration No: _____

How long established: _____ Credit limit applied for: _____

Before, or at any time after, you ("you" for this purpose being the customer referred to above) complete this Application we ("we", "us" and "our" for this purpose referring to Door Solutions Direct") may search the files of one or more licensed credit reference agencies and/or fraud protection agencies which will keep a record of our enquiry. Credit searches and other information which is provided to us and/or the credit reference agencies about you and those with whom you are linked financially may be used by us and other companies when credit decisions are made about you. Details provided by you or relating to this Application and any failure by you to keep to its terms will be added to such records and may also be disclosed to other companies in our group of companies and other parties to whom we normally provide such information. This information may also be used for debt tracing and the prevention of money laundering. We may also transfer your information to any party to whom we transfer our rights or obligations under this Application, and they may use your information for credit reference purposes. If you give false or inaccurate information and we suspect you of fraud we will record this. You are entitled on payment of a fee, to a copy of the records we hold about you and details of the agencies from whom we obtain and to whom we pass information about you, by applying in writing to the Data Manager at our trading address specified in this Application. By signing this Application you agree and consent that we may use any information which you provide for any of the above purposes and confirm that, if you are a joint applicant or if you have told us that you have a financial association with another person, you are entitled to disclose information about such joint applicant or anyone referred to by you and authorise us to search, link or record information at credit reference agencies about you and anyone referred to by you.

By signing this Application you hereby confirm that you have received, read and accepted our terms and conditions of sale.

Signed: _____ Name: _____

Position: _____ Date: _____

CONDITIONS OF SALE

1. Interpretation

1.1 In these Conditions:

'Buyer' means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller 'Goods' means the goods (including any installment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions 'Seller' means Door Solutions Direct 'Conditions' means the conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller 'Contract' means the contract for the purchase and sale of the Goods 'Writing' includes facsimile transmission and comparable means of communication.

2. Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing.

3. Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.3 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

3.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or EU requirements and which do not materially affect their quality or performance.

3.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. Price of the goods

4.1 The price of the Goods shall be the price listed in the Seller's price list current at the date of acceptance of the order of, if no price is listed, shall be the price quoted by the Seller for those Goods.

4.2 Except as otherwise stated under the terms of any quotation or otherwise agreed in Writing between the Buyer and the Seller all orders with a value of less than £10 shall be exclusive of transport, packing and insurance.

4.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5. Terms of payment

5.1 The Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled but without any other deduction) by the end of the month following the month in which the invoice was issued notwithstanding that title to the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.

5.2 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.2.1 cancel the Contract or suspend any further deliveries to the Buyer; and

5.2.2 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 5% per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.3 All payments due to the Seller under the Contract shall become due upon termination thereof despite any other provision.

6. Delivery

6.1 Unless otherwise agreed in Writing delivery of the Goods shall be made by the Seller delivering the Goods to the Buyer's main business premises or any other site notified to the Seller.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any reasonable delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing.

6.3 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

7. Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, TITLE TO THE GOODS SHALL NOT PASS TO THE BUYER UNTIL THE SELLER HAS RECEIVED IN CASH OR CLEARED FUNDS PAYMENT IN FULL OF THE PRICE OF THE GOODS AND ALL OTHER GOODS AGREED TO BE SOLD BY THE SELLER TO THE BUYER FOR WHICH PAYMENT IS THEN DUE.

7.3 Until such time as title to the Goods passes to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Seller's bailee, and shall store the Goods separately from those of the Buyer and third parties and properly, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, provided that accounts to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and keeps all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as title to the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

8. Quality

8.1 Where the Seller is not the manufacturer of the Goods, the Seller will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.

8.2 The Seller warrants that, subject to the other provisions of these Conditions:-

8.2.1 the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994 at delivery and for a period of 12 months from the date of delivery; and

8.2.2 the Goods will conform to any agreed specification therefore at the date of delivery

8.3 THE ABOVE WARRANTY IS GIVEN BY THE SELLER SUBJECT TO THE FOLLOWING CONDITIONS:

8.3.1 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions relating to storage, handling or otherwise (whether oral or in Writing), faulty installation, misuse or alteration or repair of the Goods without the Seller's approval or failure to comply with COSHH requirements;

8.3.2 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.3.3 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller;

8.3.4 the above warranty does not extend beyond the shelf life of the Goods as notified to the Buyer in Writing.

8.4 The Seller shall not be liable for a breach of warranty under condition 8.2 unless:-

8.4.1 the Buyer gives written notice of the defects to the Seller and, if the defect is as a result of damage in transit to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and

8.4.2 the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost for the examination to take place there.

8.5 Subject to conditions 8.3 and 8.4, if any of the Goods do not conform with the warranty in condition 8.2, the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall (at the Buyer's expense) return the Goods or the part of such Goods which is defective to the Seller.

8.6 If the Seller complies with condition 8.5 it shall have no further liability for a breach of the warranty in condition 8.1 in respect of such Goods.

8.7 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.

9. Limitation of liability

9.1 Subject to condition 8, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Buyer in respect of:-

9.1.1 any breach of these Conditions; and

9.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation. THE SELLER'S ATTENTION IS DRAWN IN PARTICULAR TO CONDITION 9.4

9.4 subject to conditions 9.2 and 9.3:-

9.4.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this contract shall be limited to the price payable by the Buyer in respect of the Contract; and

9.4.2 the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever and howsoever caused which arise out of or in connection with the Contract

10. Insolvency of buyer

10.1 This clause applies if:

10.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. General

11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 If any provision of these Conditions is held by any competent authority to be illegal, invalid, unenforceable or unreasonable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

11.4 The Contract shall be governed by the laws of England.

11.5 In processing your application for credit facilities we may make enquiries of credit reference agencies or other third parties who may record those enquiries. We may also disclose information about the conduct of your account with us to credit reference agencies or other third parties. The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.