

CREDIT ACCOUNT APPLICATION FORM

Please complete in BLOCK CAPITALS then fax or scan and email together with a sheet of your company's headed notepaper.

Full company name & address to be used for invoices

Post code _____

Tel no. _____

Fax no. _____

Email _____

Name of buyer _____

Names of partners/directors _____

Accounts contact _____

Accounts email address _____

Accounts tel no. _____

Type of trade _____

Amount of credit required _____

Delivery address if different from above

Post code _____

Trading Style - Please tick

Sole Trader

Private Limited Company

Partnership

Public Limited Company

Trade references – must be companies used on a regular basis.

1 _____

Tel no _____ Fax no. _____

Email _____

Contact name _____

2 _____

Tel no _____ Fax no. _____

Email _____

Contact name _____

Address of Registered Office

Post code _____

Bank reference

Bankers name _____

Sort code _____

Account no. _____

Name of account _____

Payment Terms

Invoices are posted to you shortly after the despatch of goods and are due for payment by the end of the month following date of invoice. For full terms and conditions see over.

Declaration: I have agreed to your terms of payment and will settle all outstanding debts accordingly.

Signed _____ Position _____ Date _____

FOR OFFICE USE ONLY

C.A.O. (1) _____ (2) _____

T.P. (1) _____ (2) _____

P.T. (1) _____ (2) _____

C.L. (1) _____ (2) _____

Internal notes

FOR OFFICE USE ONLY

Refs checked by _____ Accounts check _____

Authorised by _____ T.S. check _____

Area _____

C.L. _____

P.T. _____

C.T.K. B E F M R S

Type _____



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TERMS AND CONDITIONS

STANDARD TERMS & CONDITIONS OF SALE

1. Definitions

- (a) The 'Supplier' means Fixmart Services its agents and assigns;
- (b) The 'Purchaser' means the individual, individuals, firm or company purchasing goods from or otherwise dealing with the Supplier;
- (c) The 'Goods' means any and all items supplied by the Supplier to the Purchaser.

2. Application of Terms

(a) All quotations and price lists are given, all orders are accepted and all Goods are sold on these terms, which supersede any other terms in the Supplier's catalogue or elsewhere, and shall override and exclude any other terms stipulated or referred to by the Purchaser whether in his order or in any negotiations, and any course of dealing established between the Supplier and the Purchaser. All orders hereafter made by the Purchaser shall be deemed to be made subject to these terms.

(b) No modification of these terms shall be effective unless specifically accepted in writing and signed by one of the partners in the Supplier.

3. Representations

The Supplier shall be under no liability whatsoever resulting from or arising out of or in any connection with or in relation to any statement report or other representation made by any of its partners servants or agents before the contract between the Supplier and the Purchaser was entered into, unless the Purchaser shall give notice in writing to the Supplier before the contract is entered into that it intends to rely on any such statement report or any other representation.

4. Refusals of Orders

The Supplier reserves the right to accept or refuse any order given on the basis of its quotation or otherwise and in the event of the refusal of any order the Supplier shall not be liable for any loss or damage arising therefrom in connection therewith or in relation thereto.

5. The Goods

(a) The Supplier undertakes to replace or repair free of charge any Goods supplied which are defective in material or workmanship always provided that:

- (i) whether or not Goods are defective in material or workmanship shall be for the sole decision of the Supplier;
- (ii) The Supplier's undertaking shall only apply in respect of Goods in respect of which a complaint is received by the Supplier in writing within three days of delivery to the Purchaser. Any Goods in respect of which this condition applies shall be returned to the Supplier in its original packaging within fourteen days of delivery to the Purchaser.

(b) The Supplier shall be under no liability to the Purchaser whatsoever other than that set out in clause 5(a) above. Without prejudice to the generality of the foregoing the Supplier shall be under no liability for any direct or consequential losses however arising.

(c) All conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise (including without prejudice to the generality of the foregoing, any implied condition, warranty or undertaking as to correspondence of the Goods with any contract description given, merchantable quality or fitness for any particular purpose) or other rights or remedies are hereby wholly excluded.

(d) Without prejudice to the generality of the foregoing, the Supplier shall have no responsibility for providing any guard or protection necessary to comply with any statutory requirements in connection with any of the Goods.

(e) Changes may occur to sizes and specifications of Goods and in this event the Supplier may provide an approximate equivalent.

(f) Some items sold by the Supplier are sold by weight based upon the Supplier's experience and knowledge that those items when sold by weight will equal a certain quantity. In cases where a Purchaser orders a quantity of such items which are sold by weight the Supplier gives no guarantee or warranty that the precise number of items will be supplied.

(g) Many products are supplied to the Supplier by manufacturers in boxed quantities. The Supplier gives no guarantee or warranty that such quantities are accurate and accepts no responsibility for any discrepancies. Any box quantities stated are approximate and may change without notice.

6. Indemnity

The Purchaser hereby undertakes to indemnify and keep indemnified the Supplier its servants and agents against all costs, damages, expenses, penalties, losses and other liabilities whatsoever, including, but without prejudice to the generality of the foregoing, liability for personal injury and death, damage to property and direct or consequential losses, incurred as a result of or arising from or in connection with or in relation to any act, omission, word or deed, whether or not negligent of the Supplier its servants or agents in pursuance of the supply of Goods hereunder.

7. Prices and Payment

(a) Goods will be invoiced and shall be paid for at the prices ruling at the time of despatch. The price list provided by the Supplier is for guidance only and all prices and quotations are subject to variation at any time without notice to the Purchaser.

(b) Payment is due at the end of month following date of invoice. If payment in full is not received by such date the Supplier reserves the right to charge interest on the outstanding balance at 3% above Barclays Bank base rate.

(c) The Supplier reserves the right to demand payment of the price at any time.

(d) If the Purchaser commits any breach of these conditions or shall go into liquidation either voluntary or compulsory or shall enter into any composition with its creditors or shall suffer any distress or execution to be levied on its Goods or (being an individual) shall commit any act of bankruptcy the Supplier may terminate any contract for the supply of Goods to the Purchaser and refuse to effect further deliveries without any liabilities for damages.

8. Small Orders

Orders for Goods for which the total price is under £40 are subject to a carriage and packing charge save in the case of retail customers where the charge will be levied in respect of Goods for which the total price is under £100.

9. Reservation of Title

(a) The property of the Goods shall not pass to the Purchaser until all sums owed to the Supplier on any account whatsoever have been paid notwithstanding that delivery has already taken place.

(b) The Supplier shall be entitled to all rights of access to the Purchaser's premises to enforce its rights hereunder.

10. Delivery and Risk

(a) Unless otherwise stipulated and subject to Clause 2(b) above all Goods for delivery will be despatched by the conveyance of the Supplier's choice. Where the Purchaser requires a different means of conveyance any extra cost must be paid by the Purchaser.

(b) Whilst every effort will be made to avoid delay no responsibility is undertaken for meeting any specific delivery dates. Accordingly no liability will be accepted for any direct or indirect loss which may be caused by delayed delivery.

(c) Risk in the Goods shall pass to the Purchaser on delivery.

(d) A copy of the Supplier's delivery note or the carrier's or consignor's delivery note must be signed by or on behalf of the Purchaser at the time of collection or delivery of the Goods. Subject to clause 5 hereof such delivery note shall be final and conclusive proof that the Purchaser has received the Goods in good order and condition.

(e) The Supplier shall not be liable for loss, whole or partial, mis-delivery or shortage, patent defect or damage to the Goods supplied, unless the Supplier is advised thereof by the Purchaser's or consignee's signing and annotating the carrier's or consignee's delivery note to that effect; reporting the same to the Supplier immediately by telephone and further confirming such reports in writing to the Supplier within three days of receipt of the Goods.

11. Returned Goods

(a) Subject to (d) below, Goods may be returned to the Supplier for credit or exchange for up to fourteen days after the date of delivery provided that the delivery note or invoice number is quoted.

(b) Save for Goods returned under clause 5(a) above, returned Goods will only be accepted by the Supplier if they are in a sound and resaleable condition. Whether Goods are sound and resaleable shall be for the sole decision of the Supplier. Any Goods which the Supplier deems to be not resaleable will only be returned to the Purchaser at the specific request of the Purchaser and at the Purchaser's expense.

Notwithstanding the discretion of the Supplier in deciding whether the Goods are sound and resaleable, Goods will not be deemed resaleable if they are returned in anything but their original packaging or the quantities of the Goods returned are different from those originally supplied.

(c) Where Goods returned for credit or exchange are Goods which have been supplied in boxes or in quantities credit notes or exchange of Goods will only be given if the Goods are returned in their boxes and/or in the same quantities supplied to the Purchaser. Credit notes will only be issued if the Supplier's collection note has been issued to the Purchaser.

(d) Save for Goods returned under the clause 5(a) above, the Supplier reserves the right to make a charge for handling and restocking equal to 20% of the sale price of the Goods returned.

(e) Goods especially obtained for the Purchaser may not be returned for credit or exchange.

12. Force Majeure

The Supplier shall not be liable for breach of contract or for late or non-delivery of any of the Goods arising from an act of God, force majeure, riots, civil commotion, military or usurped power, government order direction or legislation, fire, strikes, lockouts, labour disturbances, adverse weather conditions or other matter whatsoever (whether similar or otherwise) over which the Supplier may have no control or from any abnormal conditions arising from any of the foregoing matters. Nor (to the extent to which the same may be beyond the Supplier's control) from shortage of labour, stoppage of machinery or from shortage of material.

13. Legal Construction

This contract is governed by English Law.



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