

# Crossfold Electrical Wholesalers Ltd

243 Hollybush Place, Bethnal Green, London, E2 9QX

Tel 020 7033 3384 Fax 020 7739 5470 Email [accounts@crossfold.co.uk](mailto:accounts@crossfold.co.uk)

**Please complete in block capitals**

## APPLICATION FOR A CREDIT ACCOUNT

Trading Name .....	Phone No .....
Account Address .....	Fax No .....
.....	Email .....
.....	Mobile No .....
.....	Buyer's Name .....
.....	Buyer's Name .....

Accounts Phone No .....	Nature of Business .....
Accounts Fax No .....	Trading Commenced .....
Accounts Email .....	Type of Premises (Shop, Office, etc) .....
Accounts Contact Name .....	- Rented/Leased/Freehold?

If Limited Co, Registered Office Address .....	If not Limited Co, Name and Address of Proprietor(s) .....
.....	.....
.....	.....
.....	.....
.....	.....
Director's Name .....	Director's Name .....
Co Registration No .....	VAT No .....

CREDIT LIMIT REQUESTED £	<b>◀ MUST BE COMPLETED</b>
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TRADE REFERENCES	
Company Name .....	Company Name .....
Address .....	Address .....
.....	.....
.....	.....
.....	.....
Phone No .....	Phone No .....
Fax No .....	Fax No .....

YOUR BANK DETAILS	FOR OFFICE USE ONLY
Name .....	Sales Rep
Address .....	Refs applied for
.....	Date A/C Opened
.....	A/C Open Letter Sent
Sort Code .....	Selection Codes
A/C No .....	

### DECLARATION BY APPLICANT

I/we hereby apply for a credit account and accept your Terms and Conditions of Sale

Print Name ..... Signed .....

Position ..... Date .....

**PLEASE ENCLOSE A COPY OF YOUR LETTERHEAD**

# Terms & Conditions

## 1. THESE CONDITIONS

(1) In these terms and conditions the words "the Company means Crossfold Electrical Wholesalers Ltd, the words "the Customer" shall mean the person, firm or company purchasing or agreeing to purchase goods or service from the Company. The words "these Conditions shall mean the terms and conditions of sale set out herein and the word "goods" shall mean all equipment, spare parts, other goods, repairs or services provided by the Company.

(2) All agreements by which the Company agrees to supply goods and services to the Customer shall be subject only to these terms and conditions notwithstanding any variation or attempted variation of these conditions made by the Customer in its order form or otherwise and (save as provided by Clause 1(3) of these conditions) the making of an order by the Customer for the goods or services supplied by the Company shall for all purposes be deemed to be acceptance by the Customer of these Conditions to be exclusion of any other terms and conditions. No cancellation of any order by the Customer shall be valid unless made in writing and accepted in writing by the Company.

(3) No variation of these Conditions is permitted unless expressly accepted in writing by a director of the Company.

## 2. ORDERS

The Company reserves the right at anytime to refuse to accept orders without giving reasons therefore.

## 3. QUOTATIONS

Quotation are open for acceptance within 30 days from the day of quotation and unless accepted within that period will be deemed to have been withdrawn. Quotations represent no obligation until the customer's order is accepted in writing. The prices quoted are always subject to adjustment and the price invoiced will be the price ruling at the time of delivery.

Quotations are made and orders are accepted subject to the following conditions. In the event of inconsistency between these conditions of sale and any conditions stipulated by the customer the Company's conditions shall prevail. No variation of the Company's conditions shall be binding upon the Company, unless and until the variation has been accepted in writing by a duly authorised person on behalf of the Company.

## 4. PRICES

Unless otherwise agreed by us in writing, all prices stated are those ruling at the date of quotation or acceptance of order and will be subject to adjustment to the prices ruling at the date of despatch. The prices may be altered by the Company to reflect changes in the manufacturers cost of materials and production.

## 5. ACCEPTANCE

The acceptance of our quotation must be accompanied by sufficient information to enable us to proceed with the order forthwith otherwise we shall be at liberty to amend the estimated delivery date and tender prices to cover any additional costs resulting from such delay.

## 6. VARIATIONS

In the event of variation or suspension of our quotation by your instructions or lack of instructions, the effected provisions of our quotation including contract price shall be adjusted accordingly. Further we reserve the right not to implement any such variation or suspension unless we obtain your written agreement to modify the affected provisions of this quotation.

## 7. LIABILITY FOR DELAY

Any time quoted for despatch are to date from, receipt by us of a written order to proceed and of all necessary information and manufacturer's specification and product numbers to enable us to put the order in hand. All such items are to be treated as estimates only, not involving us in any liability for failure to despatch within such time. The estimated time for dispatch shall be extended automatically by a reasonable period if delay in despatch is caused by instructions, or lack of instructions, from you or any industrial dispute or by any cause whatsoever beyond our reasonable control.

## 8. DELIVERY

(a) The Company will use its reasonable endeavours to deliver goods promptly but accepts no liability whatsoever for delay in delivery from any cause or for any loss or damage rising out of said delay.

(b) Where the Company undertakes to effect or arrange delivery it will be responsible for the replacement of goods which are lost or damaged during transit but it shall not be liable for lateness or delays during transit nor shall it be liable to compensate the Customer in respect of such loss or damage to goods whether or not caused by fault on the part of the Company its servants or agents. The Company's liability as aforesaid is in every case contingent upon the Customer giving to the Company due notice in writing within three days of receipt by the Customer in the case of damage and within ten days from the date on which in the ordinary course of events the goods should have been delivered in the case of non-delivery.

## 9. STORAGE

If we do not receive forwarding instructions sufficient to enable us to despatch the goods within fourteen days after the date of notification that they are ready to despatch, you shall take delivery or arrange storage. If you do not take delivery or arrange for storage, we shall be entitled to arrange storage either at our own works or elsewhere on your behalf and all charges for storage, for insurance of for demurrage shall be payable by you.

## 10. PAYMENT

(a) Unless credit arrangements have been made, all invoices will be payable in cash. Where credit has been arranged notwithstanding the Company retains ownership of the goods, liability for payment arises on delivery and all invoices shall be paid not later than the last day of the month following the month of delivery.

(b) Where payment is not received in accordance with (a) above, the Company reserves the right to charge interest on the overdue sum at the rate of 2% per month or any part thereof until payment. Any amounts charged by the Company hereunder shall be paid by the purchaser on demand.

(c) The Company may at its absolute discretion allow discounts for prompt settlement of accounts, and the Company reserves the right to vary or withdraw such discounts or credit arrangements.

(d) All cheques, money orders, etc, should be crossed and must be made payable to Crossfold Electrical Wholesalers Ltd. The Company only recognises receipts on the official form of the Company signed by an authorised employee of the Company.

## 11. CREDIT LIMIT

(a) The granting of credit terms is at the Company's absolute discretion and satisfactory bank and trade references must be received before the customer can be given such terms.

(b) The Company reserves the right to suspend deliveries or determine any contract if the Company judges the amount outstanding on the general statement of account between the parties is in excess of the credit limit the Company is willing to accord to the Customer.

## 12. DEFAULT ETC. BY THE CUSTOMER

In the event of the Customer failing any reason to make any payment which may be due under any contract with the Company or being in breach of any term or condition hereof or becoming insolvent or entering into a composition with or for the benefit of its creditors or being a body corporate having a receiver appointed of its undertaking or assets or any part thereof or save for the purposes of reconstruction or amalgamation going into liquidation the Company shall thereupon be entitled without prejudice to its other rights forthwith to determine the whole or unfulfilled part of any contract between the Customer and the Company.

(a) Should this account not be settled as and when it falls due, the Company reserves the right to demand full and immediate payment of the total outstanding balance of the account (paragraph 13. In these circumstances, falling into abeyance).

(b) Should the Company instruct a debt collection agency and/or solicitor to collect the said debt/account, all commissions, legal fees, costs, disbursements, Value Added Tax and all sums that the Company is called upon to pay in order to collect the said outstanding debt/account will be borne by the debtor and/or the parties or parties to the conditions of sale or to any contract that the Company has entered into with the Debtor.

(c) All bank charges arising from represented and unhonoured remittances shall be recharged to the Customer's account.

## 13. SETTLEMENT OF TERMS

Payment is due by the last day of the month following delivery. A settlement discount of 2½% is allowed for payment by the last day of the month following delivery except on value added tax and such items are as marked "strictly nett".

## 14. TITLE TO THE GOODS

(1) Property in the goods shall remain vested in the Company and shall not pass to the Customer until they have made payment in full of the purchase price and other amounts payable in relation thereto and in relation to any previous instalments or loss from the same contract. (2) So long as the property in the goods remains vested in the Company, the Customer shall keep the goods as bailees and shall insofar as may be possible store them in such a way that they are identifiable as the property of the Company and separate from all other goods in the Customer's possession. (3) So long as aforesaid, the Company may by notice in writing to the Customer determine the Customer's right to sell the goods and the Customer shall thereupon return the goods to the Company and cease to be in possession to the goods with the consent of the Company and at any time after the giving of such a notice the Company may enter upon any premises where the goods are or are reasonably believed to be and remove them. (4) So long as aforesaid, the customer shall be entitled to use or sell the goods in the ordinary course of the Customer's business, but only upon the following conditions:- (a) the re-sale shall be deemed to be for the account of the Company and any proceeds thereof shall be held by the Customer on behalf of the Company until such time as the amounts referred to in (1) above have been paid in full; (b) if the goods are prior to sale by the Customer made up or incorporated in or mixed with other goods and remain separately identifiable the Company retains title thereto and, if they are so treated but do not remain separately identifiable, the Company shall become joint owners of the goods in or with which the goods are incorporated or mixed in such proportion as the value of the goods bears to the value of the other goods in which the goods are so incorporated or mixed; (c) if the Customer sells the goods in or with the goods have so incorporated or mixed, the sale shall be on behalf of the Company as joint owners thereof and the Company's share of the proceeds of sale shall be held in trust for the Company and in a separate identified account. (5) Notwithstanding the foregoing the goods are at the entire risk of the Customer from the time of delivery.

## 15. GUARANTEE

(a) The Company guarantees at its discretion to refund the price of goods or to repair or replace free of charge any goods found to its satisfaction to be defective within 12 months of the date of delivery owing to faulty design, materials or workmanship provided that the goods have not been modified other than by the Company and have been operated, repaired and maintained within the Company's recommendations for use (if any) and provided that the Company's liability under this condition shall in no circumstances extend beyond the corresponding liability of its supplier.

(b) Goods returned under this guarantee shall be delivered as directed by the Company at the Customers expense.

(c) The Company's obligation herein to refund, repair, or replace the goods is the sole liability of the Company (except in respect of death or personal injury caused by negligence as defined in section 1 of the Unfair Contract Terms Act 1997) as regards the fitness, quality or description of the goods and their correspondence with sample. All other representations, warranties conditions terms and statements as regards the same express or implied statutory or otherwise are excluded and the Company is under no further liability in contract for or otherwise in respect thereof.

(d) In the case of goods repaired by the Company the guarantee period shall terminate at the end of the original guarantee period.

(e) The goods will be supplied to the manufacturers current standard specification and finish.

(f) The Company makes every effort to ensure the accuracy of technical data or literature relating to the goods but as this will normally be generated by the manufacturer the Company accept no liability for any loss, injury or damage (other than death or personal injury caused by negligence as defined in section 1 of the Unfair Contract Terms Act 1997) arising directly or indirectly from any error or omission in such technical data or literature.

(g) Unless otherwise agreed in writing the Customer shall satisfy himself as to the suitability for the application intended by the Company of any lighting design or other design work carried out by the Company. Where however, services provided by the Company fail to achieve the objective specification accepted by the Company as part of the order or contract, the Company shall take such steps as shall be reasonable to achieve such specification.

The above obligation shall be the sole liability of the Company as regards such design work except in respect of death or personal injury caused by negligence (as defined above), and all representations, warranties, conditions, terms and statements as regards the same express or implied statutory or otherwise are excluded, and the Company is under no further liability in contract, tort or otherwise in respect thereof.

(h) It is, agreed that none of the above sub-clauses referred to in clause 15 hereof shall hamper or restrict the statutory rights of the Customer to be reasonably relied upon in any Court of law.

## 16. VALUE ADDED TAX

Value added tax will be charged at the appropriate rate and will be shown on the invoice.

## 17. PATENT AND OTHER RIGHTS

The sale of goods and the publication of any information or technical data relating thereto does not imply a warranty or freedom from patent registered design or other industrial property rights in respect of any particular application of the goods provided that nothing in this condition shall prejudice the undertaking as to the title contained in S.12 Sale of Goods Act 1979.

## 18. FORCE MAJEURE

The Company shall be entitled without liability on its part and without prejudice to its other rights to determine any contract or any unfulfilled part thereof or at its option to effect any partial delivery or performance by the Company is prevented hindered or delayed whether directly or indirectly by any cause whatsoever beyond the reasonable control or not. The Company shall be the sole judges of the existence and extent of any such prevention hindrance or delay as aforesaid and without prejudice to the generality of the foregoing any clause shall be deemed to prevent, hinder or delay the Company are thereby prevented, hindered or delayed from fulfilling other commitments whether to the buyer or to third parties.

## 19. VARIATION AND WAIVER

(a) No employee or other person acting or proposing to act on behalf of the Company is authorised to agree or effect any alteration in these terms save only that a director or the Company Secretary of the Company may agree in writing such alterations or amendments.

(b) The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer and no waiver of any breach shall operate as a waiver of any subsequent breach.

## 20. NOTICES

Service of any notices requests demands or other communications under any contract or in connection therewith shall be sufficient if addressed to the parties at their respective last known addresses.

## 21. RETURN OF GOODS

(a) Subject to conditions above, goods cannot be returned for credit unless previously agreed in writing and if so agreed the goods must be consigned carriage paid at the customer's risk. Goods returned for credit must include an advise note stating the reason for return and quoting the Company's invoice/packing note number under which the goods were despatched by the company.

## (b) CASES AND PACKAGING

Where the Customer is charged for packing or cases, these will be charged at cost but will be credited in full if returned in good condition within 2 months of delivery of the goods. If cases are returned by the Customer direct to the supplier, credit will be allowed to the customer after the company has received credit from the supplier.

## 22. PARAGRAPH ENDINGS

The paragraph headings used in these conditions are for guidance only and do not form part of any Contract and shall not affect the interpretation and construction of these Conditions.

## 23. GOVERNING LAW

The construction validity and performance of this contract shall be governed by the laws of England.

Sign.....

Print.....

Date.....

FOR OFFICE USE ONLY	
Refs Applied For	Letter Sent
Status Report	Selection Codes
Account Open	Credit Limit