

# LIMITED COMPANY APPLICATION FOR CREDIT ACCOUNT

Please complete and return to

**G E Robinson & Co Ltd, Thurlow Sawmills, Montford Street, Salford, M50 2XD**

CORRECT NAME OR TRADING TITLE:			
TELEPHONE NUMBER:		E-MAIL:	
FAX NUMBER:		WEBSITE:	
ADDRESS OF REGISTERED OFFICE:			
CO. REG. NO.			
TRADING ADDRESS IF DIFFERENT FROM ABOVE			
MAIN LINE OF BUSINESS:			
CONTACT NAMES:	SALES: ACCOUNTS:		
DIRECTORS NAMES  HOME ADDRESSES & HOW LONG LIVED THERE  DATES OF BIRTH			

**Declaration and Data Protection Notice**

I/We confirm that the information given in this Credit Account Application Form is in all respects true and accurate.  
I/We confirm that I/we have read and understood your terms and conditions of sale/business and I/we unconditionally accept that those terms and conditions shall be the only ones that apply to all sale contracts which I/we may conclude with you.

**Data Protection Act 1998 Notice**

Words shown in *italics* are defined in the Data Protection Act 1998 ("the Act").

Where I/we provide you with *personal data* ("data"), I/we understand that the data will be held securely in confidence and *processed* for the purpose of carrying out your timber importing business and associated activities ("Activities").  
In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ("third parties"), and that such third parties may process the data.  
I/we understand that under the Act I/we have a right to know what data you hold on me/us if I/we apply to you in writing and pay the applicable fee.

I/WE APPLY FOR A CREDIT ACCOUNT WITH A MAXIMUM LIMIT OF £ _____ AND ACKNOWLEDGE THE STANDARD TERMS AND CONDITIONS OF SALE PRINTED OVERLEAF.	
SIGNATURE OF APPLICANT.....	DATE.....
APPLICANTS NAME IN BLOCK LETTERS .....	
POSITION IN COMPANY .....	
COMPANY STAMP (IF AVAILABLE)	

## STANDARD TERMS AND CONDITIONS OF SALE

The following Standard Terms and Conditions apply to all sales of goods by G E Robinson & Co Limited. Where these Terms and Conditions in any way conflict with any terms on which the buyer has purported to purchase the goods, then the provisions of any such terms of the Buyer shall be deemed to be ineffective to the extent that they are inconsistent herewith.

1. Goods are sold under the Timber Trade Warranty Clause viz: Goods are not tested or sold as fit for any particular purpose. Any term Warranty or Condition express, implied or statutory to the contrary is excluded. In no circumstances whatsoever shall Seller's liability (in Contract tort or otherwise) to the Buyer arising under, out of, or in connection with a Contract or goods supplied exceed the invoice price of the particular piece(s) in regard to which complaint is made.

2. Sellers reserve the right to withdraw or amend prices as and when necessary without prior notice.

3. All quoted prices exclude Value Added Tax, which will be charged at the appropriate rate when invoicing.

4. All sales "to arrive" shall be subject to shipment and safe arrival. Any variation in the total of the war risk insurance rate or of any charge, tax, levy, duty or impost on the goods shall be for the Buyer's account.

5. Whilst every effort will be made by the Seller to effect delivery in accordance with any mentioned date or time this is to be taken as an indication offered in good faith of what the Seller expects to be able to do. No guarantee as to dates or times of delivery by the Seller is to be implied and the Seller will not accept liability for any loss or damage occasioned by the delay in delivery however caused.

6. Notice of any claim arising out of or in connection with a contract must be given in writing to the Seller within 7 working days from the date when the goods are collected or delivered, failing which all claims (other than claims arising out of or in connection with defects not discoverable upon reasonable examination of the goods) shall be deemed to be waived and absolutely barred. In any event, the Seller shall be under no liability for shortage or damage in transit or for deviation, mis-delivery, delay or detention unless the Seller and the Carrier are advised thereof in writing otherwise than upon a consignment note or delivery document within 3 days and a claim is made on the Seller and the Carrier in writing within 7 days after the termination of transit as defined under the current conditions of carriage of the Road Haulage Association (in the computation of time for this purpose the following days shall not be included: In England and Wales: Sunday, Good Friday, Christmas Day or a Bank Holiday; Scotland: Sunday, 1st and 2nd January, Spring Holiday or Autumn Holiday). The Seller shall be under no liability whatsoever if bulk is broken pending settlement of any claim, or, where the goods collected or delivered include plywood or particle board, if the marked battens on the packages (if any) are not produced with the goods for inspection by the Seller.

7. Payment terms are nett cash payable not later than the last day of the month following the month of delivery/collection of the Goods. interest may be charged on overdue accounts at an annual rate of 4% over Bank Base Rate to run from the due date for payment thereof until receipt by the Seller of the full amount whether or not after judgment.

8. If the Buyer shall fail to make due payment of all monies due by the Buyer to the Seller on what ever account then until all such monies have been paid the Seller shall be entitled to with-hold delivery of the goods or any part thereof and during such time the goods shall be deemed to be not available for collection. If the Buyer does or suffers to be done anything that might prejudice his ability to pay the full price he shall be deemed to have repudiated this contract and the Seller may without prejudice to his other rights accept such repudiation without notice as termination thereof. The Buyer shall take delivery or collect the goods within the time limit provided by under this contract; in the event that he fails to do so within such limit the Seller shall be entitled to treat such failure as a repudiation of the contract and may without prejudice to his other rights accept such repudiation without notice as termination thereof.

9. Property in the goods shall not pass to the Buyer/s until the Buyer has paid to the Seller the whole price thereof and until such price has been paid the Buyer/s holds the goods as Bailee for the Seller. Whilst acting as such Bailee the Buyer/s shall not pledge or allow any lien or charge to be created over the goods or any documents of title thereto and will not deal with the goods except in the ordinary course of business. If the Buyer/s sells the goods in such manner as to pass a valid title to a third party the Buyer/s shall hold the proceeds of such sale (and pending payment the right to receive the proceeds of such sale) on trust for the Seller. The Buyer/s agrees that prior to payment of the entire price of the Goods the Seller may at any time enter on the Buyer/s premises and remove them and that prior to such demands the Buyer/s shall keep the goods at all times separate and identifiable for such purpose. Nothing shall constitute the Buyer/s as Agent for the Seller for the purchase of any sub-sale.

10. The Buyer/s even before payment in full for the goods has been received by the Seller has the right to deal with the goods in the normal course the Buyer/s business on condition that any goods made from or incorporating the goods and any money received by the Buyer/s for any goods and property made from incorporating the goods is held by the Buyer/s as Trustee for the Seller until the Seller has received payment in full for the goods and that all rights and claims which the Buyer/s has against any party from which the Buyer/s has received any such money are hereby assigned to the Seller.

11. Notwithstanding the above the goods shall be at the risk of the Buyer/s from the time they are ready for collection by or delivered to it but notwithstanding any other provisions of these conditions the Seller may at its sole discretion and at any time by notice in writing to the Buyer/s transfer the property and goods to it.

12. The Seller will, from time to time, make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. The Seller may also make enquiries about the principal directors with a credit reference agency. The seller will monitor and record information relating to your trade performance and such records will be made available to credit reference agencies and other organisations who will share that information with other businesses in assessing applications for credit and fraud prevention.

For G E Robinson & Co Ltd, office use only:-

<b>BUSINESS TYPE CODE</b>		<b>ACCOUNT OPENED</b>	
<b>REP/AREA</b>		<b>CUSTOMER NOTIFIED</b>	