

**ACCOUNT
APPLICATION
FORM**

Martin Industries Ltd

Inc: Air Conditioning Centre - UK Lighting Distribution

10 Milton Business Centre, Wick Drive
New Milton, Hampshire, BH25 6RH
Tel: 0870 3344556 Fax: 0870 3344559
email: info@airconditioningcentre.co.uk

BUSINESS DETAILS:

Business Name: **Co.Reg. No:**
Trading Name: **Established:**
Address:
.....
Telephone No: **Fax No:**
Email Address: **Company Status:**
Registered Office:.....
.....
Directors Details:.....

FINANCIAL DETAILS:

Bankers Name:
Address:
Telephone No:
Account No: **Sort Code:**
Amount of Credit Required (Per Month): £.....

TRADE REFERENCES:

Trade Reference 1:
.....
.....
.....
Telephone No:
Email:
Contact:

Trade Reference 2:
.....
.....
.....
Telephone No:
Email:
Contact:

I/We apply for a credit account with Martin Industries Ltd and confirm I/We have read the Terms and Conditions of Sale on the reverse of this document and hereby agree to abide by these Terms and Conditions of Sale.

Signed **For and on Behalf of:**
Name: **Position:** **Date:**

TERMS AND CONDITIONS OF SALE

1. Definitions

In these conditions, unless the context requires otherwise:-

- 1.1 "Buyer" means the person who buys / agrees to buy the goods from the seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document. No variation of these terms and conditions of sale or any terms supplied with any order form or other document provided by the Buyer will be binding unless agreed in writing by both parties.
- 1.3 "Delivery Date" means the date specified by the Seller when the goods are to be delivered if appropriate.
- 1.4 "Goods" means the articles which the Buyer agrees to buy from the Seller.
- 1.5 "Price" means the price for the goods excluding carriage, packing, insurance and VAT; and
- 1.6 "Seller" means Martin Industries Limited.

2. Conditions Applicable

- 2.1 These conditions shall apply to all contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document save for any variations agreed in writing by the parties
- 2.2 All orders for goods shall be deemed to be an offer by the Buyer to purchase goods pursuant to these conditions.
- 2.3 Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.

3. Price and Payment

- 3.1 The price shall be either the Seller's quoted price or, if applicable, the price subject to any special discount if that has been offered. The price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.
- 3.2 Payment of the price and VAT shall be due within 30 days of the date of the invoice.
- 3.3 Provided no other payments are due from the Buyer to the Seller, the Buyer shall be entitled to a prompt payment discount in accordance with the terms of the Seller's invoice.
- 3.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 2% above Barclays Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any Judgment.
- 3.5 The Seller will accept payment by cheque, bankers draft, bank transfer or cash.

4. The Goods

- 4.1 The quantity and description of the goods shall be as set out in the Seller's quotation.

5. Warranties and Liability

- 5.1 The Seller warrants that the goods supplied will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3.1) all other warranties or terms relating to fitness for purpose, quality or condition of the goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent by law. The Buyer acknowledges that the Buyer has not relied upon the Seller's skill and judgment in deciding whether the goods are reasonably fit for any purpose for which the Buyer intends to use them.

6. Retention of Title

- 6.1 The goods shall remain the property of the Seller until payment has been received in full.
- 6.2 Until ownership of the goods has passed to the Buyer the Buyer shall, at all times after receipt, identify the goods as the Seller's property including keeping the goods properly stored and protected and insured for the full purchase price against all risks and for the benefit of the Seller and without prejudice to Clause 6.4 below in the event of non-payment give the Seller a licence to enter the Buyer's property to recover the goods.
- 6.3 Where after non-payment of the goods the Seller requests the return of the goods from the Buyer, the Buyer shall immediately return such goods to the Seller at the Buyer's expense.
- 6.4 If the Seller deems it necessary to instruct a professional collection agency or solicitors to recover an overdue debt and/or the goods, the full costs of recovering the outstanding monies, including all accrued interest and associated professional fees will be borne by the Buyer.

7. Delivery of the Goods

- 7.1 Where the contract includes delivery, the risk of loss or damage will pass to the Buyer at the time of delivery.
- 7.2 Where the goods are to be collected, then risk of loss or damage to the goods shall pass to the Buyer upon collection by the Buyer or the Buyer's authorised agents.
- 7.3 Where goods are to be delivered, delivery of the goods shall be made to the Buyer's address on the delivery date. The goods may be delivered in advance of the delivery date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the goods whenever they are tendered for delivery.

8. Acceptance of the Goods

- 8.1 The Buyer shall be deemed to have accepted the goods 24 hours after delivery to the Buyer.
- 8.2 After acceptance, the Buyer shall not be entitled to reject goods which are not in accordance with the contract.

9. Assignments

The Buyer may not assign any of its rights or obligations under this Agreement without the Seller's specific written consent.

- 10. The Seller shall not be liable in respect of any breach of this Agreement due to any cause beyond its control including act of God, war, civil disturbance, malicious damage, strike, lock out industrial action, fire, flood, drought, extreme weather conditions compliance with any law or governmental order, rule, regulation, direction or other circumstances beyond the reasonable control of the Seller.

11. Remedies of Buyer

- 11.1 Where the Buyer rejects any goods, then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such goods or the failure by the Seller to supply goods which conform to the contract of sale.
- 11.2 Where the Buyer accepts or has been deemed to have accepted any goods, then the Seller shall have no liability whatever to the Buyer in respect of those goods.
- 11.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the goods.

12. Proper Law of Contract

The Contract is subject to the law of England and Wales.

13. Unwanted Goods/Order Cancellations.

Any unwanted goods/order cancellations shall be subject to a 25% restocking charge, plus any collection carriage costs.