



**Cholmley Way, Eskdale Ind Estate**  
**Whitby, North Yorkshire, YO22 4NJ**

**Tel (01947) 820080**  
**Fax (01947) 820164**

V.A.T. Reg No. 316 9384 38      Company Registration England No. 4423765

**CREDIT ACCOUNT APPLICATION**

Trading Name.....

Address.....

.....

.....Postcode.....

Telephone.....Fax.....

Type of Business : Sole Trader / Ltd Company / Partnership / .....

Company Registration No..... (Ltd Co's only)

Registered Office Address.....

.....

Number of Years Trading.....

Has your Company or any of its Directors ever gone into liquidation or been made

Bankrupt?.....

Name and Address of Bankers.....

.....

Sort Code.....

Account Number..... Account Name.....

Trade Reference 1. Name.....

Address.....

.....

.....Tel.....

Trade Reference 2. Name.....

Address.....

.....

.....Tel.....

Amount of Monthly Credit Required £.....

**DECLARATION**

I declare that the information given above is true and complete, and that I have read and understood your conditions of sale as stated overleaf, that apply to each and every supply of goods made by A T Cowen & Son. I further declare that I am authorised to accept these conditions, and apply for credit facilities on behalf of the above.



I understand that all goods remain the sole property of A T Cowen & Son until paid for in full, in accordance with the retention of title clause overleaf.



Signed..... Date.....

Name in Capitals..... Position.....

## CONDITIONS OF SALE

### 1. EXCLUSIONS

Unless otherwise agreed in writing by the seller, these conditions which supersede any earlier sets of conditions appearing in the seller's catalogues or elsewhere shall override any terms or conditions stipulated, incorporated or referred to by the buyer whether in the order or in any negotiations and all guarantees, warranties or conditions (including any conditions as to quality or fitness for any particular purpose) whether express or implied by statute or common law or otherwise are excluded and hereby negative. Should any of these conditions be in conflict with those of the buyer, the seller's conditions shall prevail.

### 2. ACCEPTANCE OF CONDITIONS

All orders are accepted upon acceptance of these conditions of sale. Variations of these conditions will only be valid if agreed in writing and signed by the sellers.

### 3. RETENTION OF TITLE

The goods comprised in the contract shall remain the property of the seller until the buyer has paid in full the price for these goods and any other goods comprised in any other contract between the buyer and the seller. Without prejudice to the aforesaid, the risk will pass to the buyer upon delivery as provided for in this contract. In the event that the buyer fails to make full payment for the goods comprised in this contract or in any other contract, or in the event of the bankruptcy, winding up or receivership of the buyer, the seller may recover possession of the goods and in doing so may by the seller's servants or agents enter upon any land or building in which the goods are situated. Should the buyer dispose of the goods during the course of his business, this will be on account of the seller, and title in these goods may pass to the recipient being a bona fide purchaser for value without notice of the seller's rights in the goods. The buyer has a fiduciary duty to the seller upon such disposal to account to the seller for the proceeds of sale which he would do so in consideration of the fiduciary duty of care which exists between buyer and seller.

### 4. QUOTATIONS

All quotations are given at current prices, but are subject to alteration in accordance with price ruling at the time of delivery (unless specifically stated for a fixed period).

### 5. CONFIRMATION OF ORDERS

Orders placed by telephone or verbal orders must be confirmed in writing and should be clearly marked as such, otherwise we cannot be responsible should the order be duplicated.

### 6. ORDER ACKNOWLEDGEMENTS

Order acknowledgments should be examined immediately upon receipt and any discrepancy or discrepancies brought to our notice at once. Failure to do so shall absolve us from any liability or the cost of replacement, alteration or rectification and we will be entitled to full payment for the goods delivered or collected in accordance with the acknowledgment. Goods required before an acknowledgment can be sent will be the responsibility of the buyer as will orders placed by telephone.

### 7. SETTLEMENT OF ACCOUNTS

- I) In the case of approved trade account customers, payment is due on the last day of the month following the month in which the goods are delivered or collected. If the goods are requested to be ready for a certain date, they will be invoiced on that date.
- II) In all other cases, payment will be due at our discretion at the time of order, delivery or collection.
- III) If any account remains unpaid after the due date, all outstanding accounts will become immediately payable.
- IV) Goods will not be delivered or collected from our premises to or by customers with overdue accounts.
- V) We reserve the right to charge interest on overdue accounts at the rate of 2.5% per month, and to recover from the buyer any costs incurred in attempting to obtain payment of an overdue account whether by court proceedings or otherwise.

### 8. DISCOUNTS

From time to time we may choose to offer discounts to encourage early payment. These must be offered in writing to be valid.

### 9. PART ORDERS

In the event of the whole order quoted for by us not being placed with us, we reserve the right to revise our prices.

### 10. CREDIT NOTES

Credit notes will only be issued after the goods have been returned.

### 11. CANCELLATIONS AND ALTERATIONS

We will accept cancellations and alterations to specifications provided that no material has been ordered, cut or processed. Otherwise the buyer will be liable for all costs and expenses incurred by us up to the time of cancellation and for any additional costs and expenses caused by the alteration or cancellation.

### 12. DELIVERY AND OFFLOADING

- I) Delivery dates are quoted for guidance only, and we will not be liable for any loss or damage caused by delay, however caused.
- II) We are responsible for the goods to the point at which access to the delivery address or site leaves the public highway.
- III) It is the responsibility of the buyer to provide, free of charge, labour to unload and stack all delivered goods.
- IV) Normally we make no charge for deliveries within our motor delivery area when made on the established delivery days, but we reserve the right to charge carriage on deliveries outside our usual delivery area, or on a non established delivery day.

### 13. DAMAGE BREAKAGE AND SHORTAGE

Damage, breakage and shortage claims will only be dealt with if received upon delivery or collection.

### 14. PRODUCT IMPROVEMENT AND REPEAT ORDERS

- I) We reserve the right to substitute any of our materials with other materials of equal quality without notice.
- II) We are under no obligation to reproduce past designs, constructions or specifications to meet a future order, but would offer our nearest equivalent.

### 15. REGULATIONS

We reserve the right to refuse the supply of any goods or carry out any services that we may suspect will contravene any Building Regulations, Planning Consent, Local Bylaws, Codes of Practice or other Statutory Regulations, but we will not be held responsible for any goods, services or installations that we may supply or provide which are used or found to be in contravention of any of the above regulations and laws.

### 16. GUARANTEE

- I) Goods which carry our suppliers' guarantee are subject to basic conditions of guarantee, for which we carry no responsibility.
- II) Goods which carry our guarantee are subject to our conditions of guarantee for those goods (copies of which are available on request).
- III) In accepting these conditions of sale, the buyer also accepts the terms of the guarantee.

### 17. SUB-CONTRACTING

The seller reserves the right to sub-contract the fulfillment of the order (including any installation) or any part thereof.

### 18. LAW APPLICABLE

This contract is made subject to and shall be construed and enforced in accordance with English Law, and in the English Courts.