

APPLICATION FOR TRADE CREDIT & AGREEMENT TO TERMS AND CONDITIONS OF SUPPLY

please complete both pages and return by fax or post

Full Legal Name: _____ Trading As: _____

(Please tick) Individual Sole Trader Partnership Limited Company

Billing Address: _____

Physical Address: _____

Telephone: Main: _____ Fax: _____ Mob: _____

Incorporation No.: _____ Year Est.: _____

Do you wish to receive your Monthly Statements by Email?: No Yes

Accounts Contact: _____ Email: _____

Business Principles: *(including sole trader or individual(s) etc)*

Full Name: _____ DOB: _____ Residential Address: _____

1. _____
2. _____
3. _____

Trade References:

Company Name: _____ Contact: _____ Phone: _____

1. _____
2. _____
3. _____

I/We have read and agree to be bound by the terms and conditions of trade as attached. I/We warrant that I/we am/are duly authorized to enter into this application and future contracts on behalf of the customer.

Signed by the necessary principles; Partners, Directors etc.

1. Print Name: _____ Signed: _____
 Designation: _____ Date: _____

2. Print Name: _____ Signed: _____
 Designation: _____ Date: _____

All costs in relation to collection of overdue accounts will be added to your Account.

TERMS & CONDITIONS OF TRADE

1. ACCEPTANCE

By placing an order with us, you accept these terms and conditions, despite anything stated to the contrary on your order, terms and conditions of purchase or similar document

2. PAYMENT

Unless otherwise agreed payment is due on the 20th of the month following receipt of goods.

Without prejudice to its rights to sue for payment or exercise any other remedy where any payment is not made on the due date Fasteners Direct may:

A: Re-invoice the goods at the then current full retail price; and

B: Charge the customer interest on the amount outstanding at the rate of 1.5% per month calculated daily from the due date of payment until payment is received by the company.

The customer agrees that if the customer defaults in paying any account the customer shall pay on demand all costs, charges and legal expenses (including costs between solicitor and own client) and including any collection costs incurred by Fasteners Direct in recovering payment from the customer.

3. PRICES

Unless otherwise advised prices are shown exclusive of GST and quoted are on an "ex warehouse" basis and freight charges are in addition to any price for goods.

Fasteners Direct prices are subject to alteration without notice and the price payable by the customer for the goods shall be the price agreed between Fasteners Direct and the customer or in the absence of such agreement the price prevailing at the date the goods are despatched. The customer should confirm prices before ordering.

4. DELIVERIES

The customer must notify Fasteners Direct if the customer does not receive any order within 7 working days of the order being given by the customer to Fasteners Direct. This is to enable Fasteners Direct to re-supply the order and contact the freight company concerned in order to process a claim within the courier's claim period. If the customer fails to give notice within such period then Fasteners Direct may require the customer to pay for the goods even if the goods have not been received by the customer.

Any delivery times provided by Fasteners Direct are estimates made in good faith and are not a commitment or a binding contract to deliver by a specified time and Fasteners Direct is not bound by such estimates.

5. RETURNS

A: Goods will only be accepted for credit if returned in accordance with these conditions and are returned within 14 days

of the date of delivery accompanied by a request for credit quoting the original invoice/packing slip number, the purchase order number, date and reason for return.
B: Prior notification of the return of goods is required and the acceptance of such goods does not imply an agreement to issue a credit note.

Returns are subject to inspection and approval and will attract a handling and restocking charge. Freight will be at the expense of the customer unless the goods were supplied incorrectly.

No credit will be allowed for:-

A: Goods which have been specially produced

B: Goods which are specially manufactured or cut to the specifications of the customer.

C: Goods which have been used, modified or damaged.

6. WARRANTIES AND LIMITATION OF LIABILITY

Fasteners Direct does not warrant that any goods are fit for particular purpose.

Unless specifically agreed in writing by Fasteners Direct:

A: Fasteners Direct does not warrant any goods that have been altered, repaired, installed, misused, or modified in any way not previously approved in writing by Fasteners Direct.;

B: Where goods or services are provided for a business all warranties, descriptions, representations or conditions whether implied by law, trade, custom or the Consumer Guarantees Act 1993 or otherwise are expressly excluded;

C: Fasteners Directs liability is limited to the cost of replacement or the repair of any products supplied by it so that its total liability will not exceed the price of the goods.

7. INSPECTION BY CUSTOMER

The customer will open and check all goods supplied and report any alleged discrepancy with details of the invoice number and specifics of the claim, in writing within 7 days of the date of delivery. Any claims made outside this time will not be accepted for credit.

8. RETENTION OF TITLE

Ownership and title to the goods shall not pass to the customer until Fasteners Direct has received payment in full of all monies owing by the customer to Fasteners Direct.

The customer acknowledges that until title to the goods passes to the customer in accordance with this clause;

A: The customer holds the goods as bailee of Fasteners Direct and that a fiduciary relationship exists between customer and Fasteners Direct;

B: The customer shall store the goods separately and in a manner so that they are clearly identified as the property of Fasteners Direct.

C: Fasteners Direct shall be entitled at any time to demand the return of the goods

and shall be entitled without notice to the customer and without liability to the customer to enter any premises occupied by the customer to search for and remove the goods.

9. REPRESENTATION OF PRODUCT INFORMATION

If your specifications are critical, please ask for clarification. Due allowance shall be made by the customer for variations as a result of manufacturer's tolerances.

Fasteners Direct will not be liable in the case where loss arises as a result of goods being different from that which is represented in the Fasteners Direct catalogue and other information.

10. PRIVACY

By accepting these conditions and any guarantee the customer and any guarantor agree and authorise Fasteners Direct to; Obtain from any person or company any information (including credit information) that Fasteners Direct may require for the purpose of, or as the result of any sales by Fasteners Direct; and

Disclose to any third party details of these conditions (including any credit application) and any subsequent dealings including any defaults and payments which are more than 30 days overdue.

11. GUARANTEE AND INDEMNITY

Any guarantors agree that:

Each guarantor personally jointly and severally guarantees payment to Fasteners Direct of all and any sums owed by the customer to Fasteners Direct pursuant to these conditions including all payments due pursuant to the above condition 1: and

These conditions bind any guarantor; No granting of time waiver or indulgence to the customer or failure to recover from the customer shall release any guarantor; and As between any guarantor and Fasteners Direct each and every guarantor shall be deemed to be a principal debtor and indemnifies Fasteners Direct for any loss suffered and all sums payable to Fasteners Direct.

The person signing this application on behalf of the customer accepts full personal liability and guarantees payment by the customer. If the customer fails to make any payment or do any other thing that results in the vendor suffering loss the person signing on behalf of the customer agrees to pay all sums due and owing to Fasteners Direct.

I/We agree to the above terms and conditions.

Signed: _____

Designation: _____

Date: _____

Signed: _____

Designation: _____