

Credit Account Application Form

WELFiX

FIXINGS & POWER TOOLS

Business / Trading Name _____

Business Type: Plc ☐ Ltd ☐ Partnership ☐ Sole Trader ☐ Amount of credit required _____

Details of People Authorised to Place Orders:

Name: _____

Position: _____

Name: _____

Position: _____

Business Address:

_____ Post Code _____

Main Tel No:

Accounts Tel:

Are any of the directors, owners or partners in this business an un-discharged bankrupt? Yes/No

Have any of the directors, owners or partners held any other credit accounts with us? Yes/No

Do You Hold Any Other Accounts With Us? Yes / No

Ltd / Plc Companies Only: Company Registration No: _____ Date of Incorporation: _____

Directors Name: _____ Home Address: _____

_____ Post Code: _____ DOB: _____

Directors Name: _____ Home Address: _____

_____ Post Code: _____ DOB: _____

Directors Name: _____ Home Address: _____

_____ Post Code: _____ DOB: _____

Sole Traders / Partnerships Only

Proprietor / Partner: _____ Home Address: _____

_____ Post Code: _____ DOB: _____

Proprietor / Partner: _____ Home Address: _____

_____ Post Code: _____ DOB: _____

Proprietor / Partner: _____ Home Address: _____

_____ Post Code: _____ DOB: _____

Name of People Authorised To Make Payment & Co Bank Details:

Name: _____

Direct No: _____

Email: _____

Name: _____

Direct No: _____

Email: _____

Bank Name: _____

Sort Code: _____ Branch: _____

Acc No: _____

Trade Reference Name : _____

Address: _____

_____ Current Credit Limit: _____

Trade Reference Name: _____

Address: _____

_____ Current Credit Limit: _____

In processing your application for credit facilities we make enquiries to credit reference agencies and other third parties who may record those enquiries. We may also disclose information about the conduct of your account to credit reference agencies and other third parties. The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention. I, the undersigned hereby confirm that if credit facilities are approved the account will be paid as per your normal monthly terms.

Must be signed by a director, partner or proprietor of the business

Signed: **Print Name:** **Date:**

TERMS AND CONDITIONS

1. INTERPRETATION

All contracts of sale made by Welfix are subject to these conditions to the exclusion of any and all printed terms and conditions of the Purchaser which shall not form part of the contract. These conditions cannot be varied, suspended, or added to except with prior consent in writing from Welfix.

2. DELIVERY & RISK

- a. Time for delivery shall not be of the essence of the contract.
- b. The goods shall be at your risk from delivery to you, or to any carrier agent acting on your behalf.

3. LOSS OR DAMAGE IN TRANSIT

Welfix will accept no liability for loss, or damage in transit unless preliminary notice is given to Welfix within three days of receipt of the goods by the Purchaser and unless a complete statement of claim is received by Welfix within 7 days of receipt of the goods by the Purchaser.

4. DISCREPANCIES

Discrepancies must be advised to us in writing within 7 days of advice note date. Claims outside this period cannot be considered. We must also be given the chance to inspect, re-count, or re-weigh.

5. GOODS RETURNED

Any goods returned should be accompanied by returns note, which is dated and accepted by us as defective, or not in accordance with order shall be replaced but shall not form the subject of claim for labour, or other expenditure.

6. PRICES

Unless agreed separately and in writing by Welfix the price of the goods shall be the price ruling at date of dispatch together with any VAT, or government taxes.

7. PAYMENT

- a. Except it be otherwise agreed in writing by Welfix, payment shall be made no later than the 28th day of the month following the date of invoice for the goods. In all cases where payment is made by due date, Welfix reserves the right to charge interest at a rate of 2% a month, or part of a month, on all sums overdue for payment, the amount of interest being payable in full on demand. Welfix also reserves the right in such cases, exercisable with, or in lieu of the foregoing right to suspend all deliveries of goods to the Purchaser under this and/or any other contract with the Purchaser.
- b. Notwithstanding any statement to the contrary in any invoice or confirmation of sale notice or other document from Welfix, Welfix reserves the right to demand payment of the price at any time.
- c. On any account not paid within the terms of trading, we reserve the right to add to the account any costs incurred by us in instructing an agent or solicitor to act on our behalf in the recovery of the account.

8. RETENTION OF TITLE

Until payment in full has been received by Welfix for all goods whatsoever supplied at any time by us to the Purchaser:

- a. Property in the goods shall remain in Welfix and Purchaser shall hold goods as bailee on Welfix behalf.
- b. Purchaser shall (subject to c. and d.) below store the goods separately from other goods in possession of Purchaser.
- c. Purchaser shall be at liberty to sell the goods in the ordinary course of business on the basis that all proceeds of sale of such goods are Welfix property for which Purchaser shall account demand.
- d. Notwithstanding that property in the goods has not yet passed, Purchaser may incorporate the goods in or together with any product manufactured or assembled by the Purchaser in the ordinary course of its business. If Purchaser sells any such product before property in the incorporated goods has been passed, it shall do so as Welfix agent but Purchaser's liability to account as agent for proceeds of such sale passes any of the goods are incorporated in or together with any products manufactured or assembled by the Purchaser, Purchaser shall maintain records sufficient to enable such products to be identified and for the goods so incorporated to be identified, measured or otherwise quantified.
- e. The powers of the Purchaser referred to in c. and d. above shall be determined:
 1. By written notice to Purchaser if any payment for any goods whatsoever remains unpaid 14 days after becoming due to Welfix.
 2. Automatically if a receiver is appointed over any assets or undertaking of Purchaser or a winding-up-order is made against the Purchaser or Purchaser goes into voluntary liquidation, calls a meeting, makes any composition or arrangement with its creditors, or commits any act of bankruptcy.
 3. Upon determination of powers of Purchaser referred to in c. and d. above Purchaser shall place the goods at Welfix disposal and Welfix shall be entitled to enter upon the premises of Purchaser and remove any goods including any goods which may have been incorporated into other products or affixed to the realty.

9. REPRESENTATION & WARRANTIES

- a. Goods are not sold or tested conforming to any British Standard Specification or as fit for any particular purposes unless Welfix expressly states so in writing. Any terms, conditions or warranty that the goods are so fit is excluded.
- b. The Purchaser shall not be taken as relying on the firm's skill or judgment with regard to the goods.
- c. The Purchaser shall not claim to rely upon any representation unless made or confirmed in writing by a partner of the firm.

10. LEGAL

The construction validity and performance of the contract shall be governed by English Law.