

Roy Hopwood working in partnership with



*Please print off, complete and fax this form to 0161 429 6166.  
 Alternatively you can post to: Hibbert St, Whitehill Industrial Estate, Stockport, SK4 1NS  
 or call us directly on 0161 429 6066.*

**ROY HOPWOOD (FASTENERS) LTD. CREDIT ACCOUNT APPLICATION**

Full Company Name: .....

Trading style if different: .....

Company Type: PLC / Ltd / Partnership / Sole Trader

**(If Sole Trader or Partnership, please provide on a separate sheet full names, home addresses and telephone numbers of all partners.)**

Year of Incorporation ..... Company Reg. No. ....

VAT registration number .....

Registered Office: .....

.....  
 .....

Trading Address : .....  
 (If different from above)

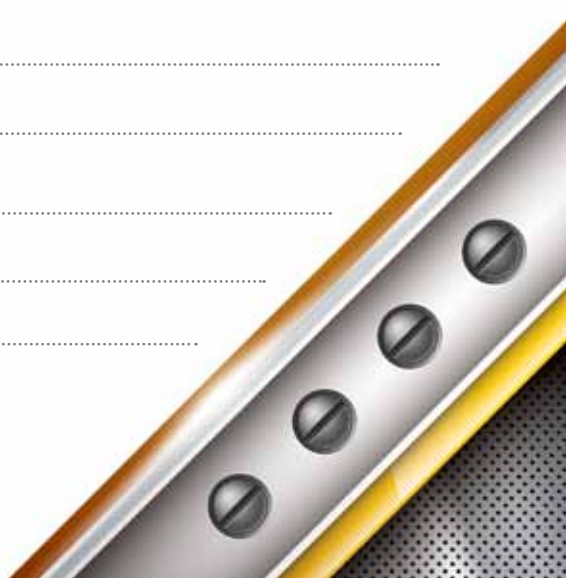
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Telephone no. .... Fax no. ....

Accounts contact: ..... e-mail .....

Buying Contact: ..... e-mail .....

How long trading? .....





Please give two current trade references and the name and address of your bank.

Amount of credit required £ ..... per .....

Ref 1: ..... Ref 2: .....

.....

.....

.....

.....

Fax no: ..... Fax no: .....

Bank: .....

.....

.....

Account no: ..... Sort code: .....

Do you require a copy of our BSI Quality Assurance Certificate? Yes / No

Our standard terms and conditions of sale will apply to all transactions, a copy of which is attached.

In applying for a credit account I agree to the terms and conditions of sale.

Credit terms 30 days from end of month.

I/We authorise our Bankers to provide a Bankers' opinion as to our suitability for the above amount.

I/We understand that you may authorise a search through credit reference agencies, which will keep a record of that search and may share that information with other businesses. It/they may also make enquiries about the Directors/Partners as applicable.

Signed: .....

Full name: .....

Position: .....

For & on behalf of: .....

Date: .....

Fax to 0161 429 6166  
or post to Hibbert St, Whitehill Industrial Estate, Stockport SK4 1NS



## TERMS AND CONDITIONS OF SALE

### 1. Governing Conditions

- (a) All goods are quoted for and supplied by the Seller and accepted by the Buyer on these terms and conditions. Nothing contained in any order from the Buyer or elsewhere shall supplement, qualify, override or modify these terms and conditions and the Seller shall not be deemed to accept any other terms of the Buyer or any such modifications by failing to object to provisions contained in any order or other communication from the Buyer. In the event of a conflict between any terms and conditions set out in any order by the Buyer and these terms and conditions, these terms and conditions shall prevail unless otherwise agreed in writing by a Director of the Seller.
- (b) The seller's Catalogues, price lists, advertising literature, drawings, specifications and any documents submitted with any quotation are intended only to give a general description of the Goods, and contents thereof may not be relied on by the Buyer as a representation or warranty nor shall they otherwise constitute or form any part of the contract.

### 2. Quotations

Unless previously withdrawn, the Seller's offer to supply the Goods (the quotation) is valid for 30 days from the date which it is sent to the Buyer.

### 3. Price

- (a) The price payable by the Buyer will be that specified by the Seller in its invoice.
- (b) The price is exclusive (unless otherwise expressly stated) of Value Added Tax, but inclusive (unless otherwise expressly stated) of customs duties and levies and delivery and transportation costs to the Seller's premises. Where information is subsequently submitted by the Buyer which involves material alterations to the quantity, specification, or method of manufacture of the Goods, the Seller may amend the price to cover any additional costs arising from such alteration.

### 4. Payment

- (a) Unless different credit terms are agreed the Buyer shall pay the price within 30 days of the end of the month of invoice. Time is of the essence of this clause. In addition to its other rights the Seller shall be entitled to charge interest at the rate of 4% per annum above the national Westminster Bank plc base rate from time to time in force on all overdue payments whether or not notice of default is given by the seller. Interest shall accrue on a daily basis.
- (b) The Buyer shall not be entitled to set off any sums payable hereunder against any claims which the buyer may have against the Seller under this contract or otherwise howsoever.

### 5. The Goods

The Seller will endeavour to supply Goods that comply with any expressly agreed specifications and description and with any sample. However such specifications and descriptions are approximate only and minor deviations (including but without prejudice to the generality of the foregoing deviations in colour, markings, measurements and weight) shall not constitute variations from specifications, description or sample.

### 6. Cancellation and Return

The Buyer shall not be entitled to cancel any order once accepted without the prior agreement of the Seller, and on terms that protect the Seller against loss. The Seller will not accept the return of goods for credit or exchange without prior agreement in writing.

### 7. Indemnity

The Buyer shall indemnify and keep indemnified the Seller against any proceedings or claim resulting from infringement of copyright, patent, trademark, design right or other right of privilege of any third party arising from the Buyer's design, specification or instruction or from the seller's compliance therewith.

### 8. Delivery

- (a) Whilst the Seller will endeavour to deliver the Goods by the specified date or dates for delivery, such date or dates are estimated dates only and the Seller shall not be liable for failure to deliver on such dates. Time shall not be of the essence in relation to those dates. The Seller will notify the Buyer of any substantial change in those dates.
- (b) If the Buyer fails to promptly fulfil the terms of payment on the due dates then the Seller at its option may defer further deliveries or may cancel the Contract in relation to all or part of the undelivered balance of the Goods. The Seller reserves the right prior to making any delivery to require from the Buyer satisfactory security for payment.

### 9. Risk

Notwithstanding the above provisions risk in the Goods shall pass to the Buyer upon delivery by the Seller to the Buyer's agent or carrier.

### 10. Warranties

- (a) The Seller warrants that the Goods will be of merchantable quality and will conform (subject to permitted variations under Clause 7 hereof) to expressly agreed specifications.
- (b) All other warranties, whether expressed or implied by statute, common law or otherwise as to quality, fitness (including fitness for any purpose made known by the buyer) or otherwise are (to the extent allowed by law) excluded from the Contract and the Buyer in selecting the Goods shall be deemed to have relied entirely on its own skill and judgement.
- (c) The Seller shall not be liable in any event for errors or omissions in drawings or samples after they have been approved by the Buyer and may rely on all information supplied by the Buyer.
- (d) Under no circumstances shall the Seller be liable to the Buyer for any consequential or indirect loss incurred by the Buyer or any other person or persons whatsoever as a result of any act, omission, negligence or default of the Seller, its servants or agents, other than negligence resulting in personal injury or death.



## 11. Claims

- (a) The Buyer shall be deemed to have accepted the Goods as undamaged and complete and as complying (to the extent hereby required) with any relevant description, specification and sample unless:
- (i) in the case of non delivery, notice is given to the Seller and to any carrier of the Goods within 14 days of the invoice date.
  - (ii) in the case of shortage, damage or loss, the Buyer shall notify the Seller and any carrier of the Goods in writing thereof within 14 days of delivery.
  - (iii) in the case of defect or non compliance, the Buyer shall notify the Seller in writing thereof within 30 days after delivery.
- (b) The Buyer shall accept in full and final settlement of any claim in respect of shortage, damaged, defective or non-complying Goods, either replacement for such goods (or in the case of shortage, delivery of such shortage) or (at the Seller's option) a Credit Note in respect of the price thereof.

## 12. Title

- (a) The title to the Goods shall remain with the Seller until all sums owing to the Seller by the Buyer under the contract or otherwise howsoever shall have been paid in full or until the Buyer on-sells the Goods as authorised in sub clause (b) hereof, and so long as title to the Goods remains with the Seller the Buyer shall hold the Goods as bailee of the Seller on the following terms and in such a way that the Goods shall be readily identifiable and distinguishable from all other Goods held by the Buyer.
- (b) Unless an event under sub clause (e) hereof shall have occurred, or unless the Buyer shall have been otherwise notified by the Seller, the Buyer may on-sell the Goods by way of bona-fide sale at full market value in the ordinary course of business to customers who are not either controlled by the Buyer, or are in common control with the Buyer.
- (c) Where the Buyer on-sells the Goods, the proceeds of the sale of the Goods (or of any goods of which the Goods form a part) shall be held separately to the order of the Seller until all sums owing to the Seller by the Buyer under this contract of otherwise howsoever shall have been paid in full.
- (d) The authority of the Buyer under sub clause (b) hereof shall without notice cease if the Buyer enters into liquidation whether compulsory or voluntary, or compounds with or enters into a scheme of arrangement for the benefit of its creditors, or has a receiver appointed for all or any part of its assets, or shall cease (or threaten to cease) to carry on all or a substantial part of its business, or being an individual, shall commit an act of bankruptcy.
- (e) If at any time any or all of the price is overdue or upon any event under sub clause (d) hereof, the Seller or its agents may at any time enter the premises of the Buyer or its agents to re-take possession of the Goods and any goods owned or co-owned by the Buyer.

## 13. Force Majeure

The seller shall not be under any liability whatsoever in the event of its failure, delay or default in carrying out all or any of its obligations hereunder due in whole or in part to any circumstance or cause beyond its control, including but without prejudice to the generality of the foregoing, fire, flood, power failure, mechanical failure, any inability by the Seller or its suppliers to obtain on normal commercial terms materials, labour or facilities requisite for the manufacture and supply of the Goods, strike, lock-out, industrial dispute or action taken by a third party or any other person or firm or company in connection therewith or in consequence of furtherance thereof. BUT this provision shall not in any way limit or restrict the rights of the seller to terminate the contract in accordance with its terms and conditions.

## 14. Termination

Without prejudice to any right of the Seller under the general law to terminate the Contract, at any time after the happening of any one or more of the following events, the seller may terminate the Contract forthwith by serving notice in writing to the Buyer.

- (a) upon the happening of any one or more of the events specified in Clause 12(d) & (e); or
- (b) where the Seller has agreed to supply the Buyer with Goods on credit and the limit of the amount of credit fixed by the Seller has been exceeded by the Buyer whether on the Contract or any other contract in aggregate; or
- (c) where the Seller agrees to deliver the Goods by instalments and the Buyer fails to pay for any instalment within the time stipulated or refuses to accept or take delivery of any instalment.

## 15. Effect of Termination

The termination of the Contract by the Seller for whatever cause shall not prejudice or affect the rights or remedies of the Seller against the Buyer in respect of any antecedent breach of the Contract, and shall not prejudice the rights and remedies of the Seller in respect of any sums or sum of money owing from the Buyer to the Seller.

## 16. Waiver

No waiver or variation by the Seller of any of the provisions of the Contract shall be duly made or deemed to have been duly made unless in writing and signed by a Director of the Seller. The failure of the Seller to insist on any occasion on the performance of any of the provisions of the Contract shall not thereby act as a waiver of such breach or any subsequent breach or acceptance of such variation.

## 17. Notice

Any notice required hereunder may be given by recorded post or tele-fax to the postal address of the U.K. branch office of the Seller or Buyer's address as set out in the contract, or to such address as may have been duly notified to the sender. Any notice given by post will be deemed to have been delivered on the second business day after posting, and any tele-fax shall be deemed to have been received at the time of transmission.

## 18. Assignment

The Buyer will not without the prior consent in writing of the Seller assign or transfer the contract or the benefit thereof to any other person.

## 19. Law

The proper law of the contract is the law of England and these terms and conditions and any contract made hereunder shall be governed by, construed and enforced in accordance therewith. Both the Seller and the Buyer shall submit to the non exclusive jurisdiction of the English courts.

## 20. Clause Headings

The clause headings used are for guidance only and are not to affect the meaning or interpretation of these terms and conditions.