



Ockwells Ltd (Southern Depot)  
Henwick Court,  
Turnpike Road  
Newbury, Berks.  
RG18 3QY  
Tel 01635 582828  
Fax 01635 582020

Ockwells Ltd (Northern Depot)  
Unit 34 Melford Court  
Woolston,  
Warrington, Cheshire.  
WA1 4RZ  
Tel 01925 820003  
Fax 01925 822050

Ockwells Ltd (Scottish Depot)  
Unit 8, 29 Maclellan Street,  
Kinning Parkway, Estate,  
Glasgow.  
G41 1RR  
Tel 0141 4273366  
Fax 0141 4278455

## CREDIT ACCOUNT APPLICATION FORM

◆ Credit limit ..... Total Required

◆ Full Trading Title

.....

Address

.....

.....

.....

Post code .....

◆ Company Registration Number .....

◆ How long has the company been trading .....Yrs

◆ Description of Business .....

◆ Names and address of Partners/Directors :-

.....

.....

.....

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◆ Your Bank name and address: -

.....

.....

Post code .....



Bank Account number .....

Sort code .....

◆ Name and address of three main suppliers : -

1.....

.....

2.....

.....

3.....

.....

◆ For Limited companies only  
Registered office address

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.....

.....

Post code.....

Telephone .....

Fax .....

◆ Please attach a copy of your company letter head to this application form.

I/We make this application to open a credit account with Ockwells Ltd. I/We understand that credit terms are that payment is due promptly at the end of each month following the date of invoice, and that if granted credit I/We agree to pay in accordance with these terms. I/We acknowledge and accept the Ockwells Ltd. Terms and Conditions of sale.

Signed ..... Position.....

Dated .....

◆ Please attach a copy of your company letter head to this application form.



**Data Protection**

We will make a search with a Credit Reference Agency, which we will keep, a record of that search and will share that information with other businesses. In some instances we may also make a search on the personal credit file of principal directors.

Should it become necessary to review an account, then again a credit reference may be sought and a record kept. We will monitor and record information relating to your trade performance and such records will be made available to Credit Reference Agencies who will share that information with other businesses when accessing applications for credit and fraud prevention.

For further information about Ockwells Ltd or to request a product brochure, contact us on line at [www.ockwells.co.uk](http://www.ockwells.co.uk) or telephone one of our sales offices.

Ockwells Ltd is a member of SIG Trading Ltd, Hillsborough Works, Langsett Road, Hillsborough, Sheffield S6 2LW. Registered in England 01451007 VAT no 487 0173 33

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**For office use: -**

Account Name .....

Credit limit approved ..... Account number .....

Authorised by .....

## Terms & Conditions

1. These Conditions of Sale shall apply in their entirety as between Ockwells Ltd. ("the Company") and the customer and shall prevail over any inconsistent terms or conditions contained or referred to in the customer's order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically agreed to in writing by the Company and any purported provisions to the contrary are hereby excluded.
2. The Company reserves the right to amend or vary these conditions of sale and to alter its prices and charges in respect of goods and/or services supplied to the customer without notice. Prices and charges payable by the customer shall be those prevailing at the time of delivery and so invoiced by the Company.
3. Goods are not sold as fit for any particular purpose and any term, warranty or condition express implied or statutory to the contrary is hereby expressly excluded.
4. Goods sold from stock are offered for sale subject to any prior sale and all other goods are offered subject to the Company being able to secure the same. The Company makes no warranty that it will be able to secure any goods which are not available for sale from stock.
5.
  - (i) Statements in any quotation or contract as to the time or date for delivery or otherwise for performance of the contract are to be treated as estimates only without commitment on the part of the Company and the Company shall have no liability for any delay in delivery or loss arising there from however caused. The Customer is not entitled to cancel any order or contract by reason of any delay in delivery.
  - (ii) The Company reserves the right to deliver goods by instalments and in such event each instalment shall be treated as a separate contract provided that deliveries of further instalments may be withheld until the goods or materials comprised in earlier instalments have been paid in full.
  - (iii) When the Company agrees to deliver goods its obligation is to deliver as near to the destination as a safe hard roadway permits. Unless otherwise agreed in writing the Customer is to provide at no charge to the Company all the labour required for unloading and stacking the goods. The Company reserves the right to charge for delays prior to and during unloading or for costs incurred in making abortive deliveries.
  - (iv) The cost of packages, packing and containers is not necessarily included in the price and may be charged as extra. All returnable packages, packing and containers must be returned to the address shown on the delivery note carriage paid in good order and condition within six weeks of despatch. The invoice number and date must be notified when returning such packages, packing and containers.
6.
  - (i) Any claim for damage to or shortage of goods must be made to the Company in writing within five days of delivery and if no such claim is made the goods will be deemed to have been duly delivered to the customer and any claim by the customer in this connection shall be absolutely barred.
  - (ii) Without prejudice to subclause (i) of this clause the customer shall be entitled to request proof of delivery within 28 days of the Company's invoice date. Following the expiry of such period any claim that the whole of the goods have not been delivered shall be absolutely barred.
7. The customer acknowledges that before entering into an agreement for the purchase of any goods from the Company he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver, to petition for winding-up of the company, or exercise any other rights over or against the company's assets.
8.
  - (i) All prices and charges quoted are exclusive of Value Added Tax ("VAT") and VAT will be added to all invoices at the rate applicable on the tax point date which date shall be the date of the invoice.
  - (ii) Payment shall be made to the Company within 30 days from the end of the month of delivery unless the sale is for cash or on such credit terms as the Company may from time to time agree with the customer. The Company reserves the right in respect of any sums overdue in its absolute discretion and without further notice to the client to charge interest at the rate of two per cent (2%) per month. The customer shall not be entitled under any circumstances to make any reduction in or deferment of payment in respect of any dispute set off or counterclaim with or against the Company.

## Terms & Conditions

9. (i) Subject as herein provided goods sold will be replaced free of charge (or in the Company's absolute discretion the purchase price will be refunded) if it is established to the Company's satisfaction that they were defective in material or workmanship upon delivery and provided that notice of such defect is received by the Company within fourteen days after delivery and that the goods are returned to the company carriage paid by the customer. The Company shall not be responsible for the cost of taking out refixing or making good the goods or other materials.

(ii) The benefit of subclause (i) of this clause is given in lieu of all terms, conditions and warranties express or implied, statutory or otherwise, which are hereby excluded and the Company shall not be liable in any circumstances whatsoever for loss or damage of any kind arising by reason of negligence or otherwise.

10. (i) Where samples of goods or colour charts are provided to the customer they are so provided for the purposes of indicating the class and general character of quality of goods and we do not undertake that the goods sold will be identical or equal to such samples or colour charts.

(ii) All descriptions and illustrations of goods in any catalogue brochure price list or in any other document provided by us are intended for general guidance only and do not form part of any contract between the Company, and the customer and the Company accepts no responsibility for any error or omission in any such document and shall not be liable in any circumstances for any loss or damage of whatever nature and howsoever caused resulting from reliance on such descriptions or illustrations.

11. The Company reserves the right to refuse to execute any order or contract if the arrangements for payment or the customer's credit are or become unacceptable to the Company for any reason. In the case of non payment of any account when due or in case there shall be any default or refusal on the part of the customer to take due delivery of any goods or materials or in the case of the death incapacity bankruptcy or insolvency of the customer or when the customer is a limited company in the case of liquidation or the appointment of a receiver or where the customer calls a meeting of creditors under Section 293 of the Companies Act 1948 or in the case where the customer makes a composition with its creditors or enters into a Deed of Arrangement or where the creditor has execution levied against any of its goods, then the price of all goods and/or services invoiced and/or delivered by the Company to the customer shall immediately become due and payable by the customer to the Company and in addition the Company shall have the right to cancel every contract made with the customer or to suspend or discontinue delivery of good and materials at the Company's option without prejudice to the Company's right to recover any loss sustained.

12. The Company shall be entitled to sub-contract or assign all or any of its obligations hereunder without giving notice to the customer.

13. Where an installer of the goods is recommended by the Company such recommendation is made in good faith and without responsibility and the Company gives no warranty or condition as to the ability of the installer nor is any such warranty or condition to be implied by reason of such recommendation. In no circumstances shall the Company be liable for any loss damage or expense suffered by the customer or any third party by reason of any act default omission or delay of the installer his servants agents or sub-contractors whether due to the negligence of the installer or the Company or otherwise.

14. (i) This agreement shall be governed by and construed in accordance with the laws of England.

(ii) Unless the parties shall agree on some other forum the High Court of Justice sitting in London shall have non-exclusive jurisdiction to entertain any action based on any dispute or difference between the parties arising out of or in connection with this agreement (whether as to its interpretation or otherwise) and the parties hereby submit to the jurisdiction of the said High Court of Justice.

(iii) If any term or provision of this agreement is rendered void or unenforceable by legislation to which it is subject or otherwise it shall be void or unenforceable to that extent only and the remainder of the agreement shall stand unaffected.

## Terms & Conditions

15. (i) These terms of trading are in lieu of all terms conditions or warranties express or implied whether by statute or otherwise which are hereby expressly excluded and no liability is accepted by the Company for loss or damage of any kind direct or indirect whether arising by reason or negligence or any other reason whatsoever.

(ii) Subject as otherwise provided herein the Company's total liability for all and any loss or damage of whatever nature and howsoever caused (whether or not due to the Company's negligence) shall not exceed the contract price for the goods and/or services supplied and such limitation shall apply notwithstanding that there may have been a fundamental breach of repudiation of the contract by the Company.

(iii) The customer shall indemnify the Company against all and any claims costs actions or demands of whatever nature and howsoever arising made by any third party (including loading unloading and stacking) functioning or state of the goods.

(iv) Nothing herein contained shall have the effect of avoiding or limiting or requiring the customer to indemnify the Company against any liability that the company may have in respect of death or personal injury resulting from the Company's negligence.

16. (i) Property in the Goods shall remain vested in the Company until

(a) the payment of the total price thereof has been paid and

(b) any other payments due to the Company from the Customer have been made

(ii) Until the payments referred to in sub-clause (i) above have been made in full the Customer shall hold the Goods as fiduciary agent for the Company and shall mark the Goods with an indication that they remain the Company's property and they should be kept separate and identifiable from any other goods in the Customer's possession and shall be returned to the Company upon request and all the incidents associated with a fiduciary relationship shall apply.

(iii) The Company shall have the right with or without prior notice at any time to retake possession of the whole or any part of the Goods (and for that purpose shall be granted an irrevocable licence to go upon any premises occupied by the Company).

(iv) The Company shall have the right to dismantle the Goods or detach the Goods from any items in which they may have been incorporated without prejudice to any of its other remedies

(v) The Customer shall indemnify the Company against all costs and liabilities which the Company incurs in taking possession of the Goods (or any part thereof) or in exercising any of its rights under this clause 16 including without limitation any liability in respect of any damage (caused to such premises in taking possession and removal of the Goods) which it was not reasonably practicable to avoid.

(vi) Notwithstanding sub-clause (ii) hereof, the Customer shall be permitted to sell Goods to third parties in the normal course of its business. In this respect, the Customer shall act in the capacity of a commission agent and the proceeds of any such sale shall be held in trust for the Company in a manner which enables the proceeds to be identified as such. The Company as principal shall remunerate the Customer as commission agent by payment of a commission equivalent to the surplus which the commission may obtain over and above the price payable by the Customer to the Company under the original contract of supply in respect of the Goods sold.

(vii) If the Goods in which the Company has retained title are mixed with goods the property of any person other than the Company the product thereof shall be deemed to be owned in common with that person.

(viii) If any of the Goods supplied are incorporated in or used as material for other goods before payment, the property in the whole of such goods shall be and remain with the Company until payment has been made. Any sale of such goods shall take place upon commission agency terms. The Company, as principal shall remunerate the Customer as commission agent, a commission equivalent to the surplus which the commission agent may obtain over and above the price payable by the Customer to the Company under the original contract of supply in respect of the Goods sold.

(ix) The Company may at any time revoke the Customer's power of sale by notice to the Customer if the Customer is at any time in default for longer than 7 days in payment of any sum due to the Company or if the Company has any bona fide doubts about the solvency of the Customer.

(x) Notwithstanding the aforementioned provisions of this clause 16, the risk or damage to or loss of all or any such Goods shall pass to the Customer forthwith, upon delivery to the Customer's premises, upon being loaded onto his nominated transport or delivered otherwise to his order.

(xi) If the Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.