



Company Name _____ Date _____

Registered Address _____

Postcode _____

Tel: _____ Fax: _____ Mobile: _____

Email Address: _____

Company Registration Number _____

VAT Registration Number _____

Bank Name and Address _____

Sort Code _____ Account Number _____

Credit Limit Required £ _____

Name of Person Responsible for the Payment of Account _____

Trade Reference No 1 _____

Tel No: _____ Fax No: _____

Trade Reference No 2 _____

Tel No: _____ Fax No: _____

DECLARATION OF CREDIT APPLICANT

I/We hereby request to open a credit account.

I/We permit you the supplier to make a search with a credit reference agency, who will keep a record of that search and will share such information with other businesses.

I/We permit you the supplier to also make enquiries about the principal directors with a credit reference agency.

I/We permit you the supplier to approach the bank stated above in order to obtain a credit reference.

I/We agree that payment of all accounts will be received by you (our supplier) 30 days from month end without deductions of any kind.

I/We confirm we have been furnished with a copy of your Terms & Conditions of Sale and agree to abide by them.

SIGNED _____ NAME _____

POSITION HELD _____ DATE _____

Tel No:0161 962 6719 Fax No:0161 962 6965
Unit 2, Glebelands Court
Glebelands Road, Sale, Cheshire, M33 6LB
Info@fixingsnw.co.uk



In these Terms and Conditions "Company" means Fixings North West and "Customer" means the person or company that purchases the goods, "Goods" means the goods specified in the company's invoice.

1. These terms and conditions issued on 5th April 1999 apply to all contracts for the sale of goods to, or provision of work for, the customer to the exclusion of any terms and conditions specified by the customer whether before or after the provision of this document to the Customer.
 2. The price applicable to the sale of goods shall be the published price ruling at the time of dispatch. The company therefore reserves the right to amend prices quoted verbally at the date of the placing of an order by the customer, on giving not less than 48 hours notice of the change.
 3. The Company reserves the right as part of a contract of sale to impose such carriage charges as shall be laid down by Company policy and published from time to time.
 4. Dispatch times are quoted without engagement, although every endeavor will be made to adhere to the times quoted. Under no circumstances shall the Company be liable for any loss arising from delay in dispatch howsoever caused. Time shall not be of the essence of any contract of sale.
 5. The Company accepts no liability for any damage to goods in transit unless notified to the Company and the carrier concerned in writing within 3 working days after delivery. In cases of non-delivery the Company accepts no liability of any sort unless written notice is given to the Company within 3 working days of receipt of the related invoice, which is sent under separate cover. The Company's liability for damage or loss in transit notified to it in accordance with the above, shall in any event be limited solely to replacement of the goods by standard delivery within a reasonable time, whether non-delivery or damage is due to the Company's negligence or otherwise. The Company will not be liable for alleged damage, lateness or non-delivery of goods to a third party or any other alleged consequential loss made at the request of the customer.
 6. Subject to the provisions laid out in condition 5 above, all claims for goods alleged to be defective must be in writing to the Company within 30 days of such defect becoming apparent. When notification is so received the Company may require return of the goods, or for the goods to be made available for inspection by the Company or its Insurers/appointed representatives. Should the Company be satisfied as to the defects, then it retains the option to either replace the defective goods within a reasonable time, or credit the customer with the contract price at the Company's discretion. An apportionment will be made for normal wear and tear occasioned before any defect arose, to be reasonably assessed by the Company's quality control officer. All defective goods so returned become the property of the Company. No liability will be entertained whatsoever with regards to goods manufactured or supplied to the Customer's specification or drawings. The Company will endeavor to prepare such specifications as accurately as is reasonably possible, but will be dependent upon the information provided by the Customer. Such specifications are for guidance purposes only, and it is the Customer's responsibility to ensure that they are accurate and will produce goods which are fit for the Customer's purposes. Save as provided in condition 5 above and save in any circumstance of death or personal injury caused by negligence of the Company or any of its employees the Company shall have no liability whatsoever arising out of any agreement to sell, or sale of goods including claims for direct consequential or other loss, damage or expense, whether arising or alleged to arise under any warranty statement, conditional term expressed or implied, statutory or otherwise, or in negligence on the part of the Company or otherwise. In no circumstances therefore, shall the Company be liable for loss or damage in excess of the net contract sale price, and the Company may in its discretion either refund all or part of the purchase price or replace at its expense goods supplied.
 7. For the purpose of these Conditions, the following definitions apply:- "The goods" means goods supplied by the Company to its customer. "Full payment" means the receipt by the Company of payment in full for all goods sold at any time by the Company to the customer. "Delivery" means the delivery of the goods to the customer or another person to whom the Company has been authorized by the customer to deliver the goods whether expressly or by implication.
 8. Until full payment title in the goods shall remain in the Company which reserves the right to dispose of the goods until full payment is made for the goods in question and all other goods agreed to be sold by the seller to the buyer for which payment is then due.
 9. It is not commercially viable to individually identify each item sold with a serial or other mark. Therefore until full payment, the customer shall not mix or store the goods with any other goods in his possession and shall take all reasonable steps to ensure that the goods remain readily identifiable as the property of the Company. Where the property of the Company is not kept separately, and in the case of a retention of title claim against a receiver or liquidator, the company shall not be required to prove that an item of merchandise still evident is directly attributable to a particular unpaid sales invoice, but merely establish that, by virtue of F.I.F.O. stock rotation, any goods in evidence of the type which is unpaid for, may be reasonably stated to be those goods which are unpaid for, and thus to be said to be the property of the Company.
 10. Liability in the goods passes to the customer on dispatch and the Customer shall be liable for the safety of the goods thereafter and accordingly the customer shall indemnify the company for any loss or damage to the goods howsoever caused until full payment and shall insure the goods against such risk as may be commercially prudent. The Company's rights under this clause shall not be affected by any terms agreed in any contract or otherwise howsoever whereby the customer is granted credit with regard to the payment of the price of the goods or is permitted by the company to defer payment beyond the time granted for doing so, namely 30 days after the date of the invoice.
 11. In the event that the Company's goods are sold or provided to a third party by the way of trade or otherwise, the Company reserves the right to garnish sequester or otherwise hold security over any funds payable by the third party in respect of those goods. The customer shall maintain accurate records so as to enable an inspection of any books and records to establish the identity and location of such third party and the payments made by such third party which relate to goods supplied by the company and to allow full access thereto to the company to enable such identification and location of any third party.
 12. Non account customers are required to pay invoices in full providing cleared funds before dispatch. The company may, upon the provision of satisfactory trade, bank and personal references grant the customer the facility of a credit account. In this case payment is due and shall be paid at the end of the month after the month of issue of the invoice. Where a payment has not been made by the customer to the Company within the time specified above, the Company reserves the right to charge 2% per month interest from the date on which the invoice was issued until receipt of the monies outstanding. Any invoices becoming overdue will render the entire account payable immediately. The Company reserves the right to look to the customer for full reimbursement of any legal, bank or court fees reasonably incurred in obtaining full payment for goods or in employing another party to obtain such payment. The Company reserves the right to exchange, discuss and disseminate credit information about its customers without their consent or knowledge.
 13. The Company may at its sole discretion and upon provision of related invoices, accept returns of goods supplied subject to full payment of all carriage charges incurred on delivery outwards and inwards, and subject to a 10% handling charge to cover the cost of restocking the goods. No return of specially ordered, manufactured, non-standard goods will be accepted under any circumstances. Goods so accepted for return will be credited at the invoiced price, or the prevailing price, whichever is the lower. The Company will not recognize or otherwise entertain any debit note or other document unilaterally raised by a customer in respect of any goods supplied, or carriage charges levied thereon. Not being a legitimate VAT input or output document, no such document will be recognized or taken into consideration when a payment is accepted for goods supplied, only the Company's own credit note being acceptable for that purpose.
 14. Any agreement between the Company and the purchaser shall be subject to and governed by English Law and the English Courts will have exclusive jurisdiction save for enforcement against a customer who has assets or who carries on business outside England and Wales in which case the Court having jurisdiction in the place of those assets or the carrying on of such business shall have jurisdiction for enforcement. It is not intended that any third party shall be entitled to any benefit afforded by these conditions or this contract.
- All sums due are payable in Pounds Sterling at the Company's trading address.

Tel No: 0161 962 6719 Fax No: 0161 962 6965