

# CREDIT ACCOUNT APPLICATION FORM

Please Complete & Fax Back To Us On 01327 301 897.

Must Be Supported By A Sample Of Your Company Letterhead.

Date: .....

Full Company Name & Trading Style .....

Office Address .....

Postcode.....

Telephone No..... Fax No.....

Delivery Address .....

Postcode.....

Telephone No..... Fax No.....

Name Of Person Responsible For Arranging Payment.....

Name Of Principle Buyer.....

Company Registration No (If Applicable) ..... Date Company Began Trading .....

Names Of Directors.....

## Name(S) & Home Address(Es) Of Owners Or Partners (If Company Is Not Of Limited Liability)

Name..... Address.....

Postcode.....

Name..... Address.....

Postcode.....

Name..... Address.....

Postcode.....

## Trade References - 2 Names Required

Name..... Address.....

Postcode.....

Telephone No..... Fax No.....

Name..... Address.....

Postcode.....

Telephone No..... Fax No.....

Bankers Name .....

Address..... Postcode.....

Credit Limit Required £.....

Signature Of Applicant (Must Be Director, Owner Or Partner).....

Print Name.....

By signing this form, you hereby confirm that the information given is correct, and that you will notify Mila in writing of any subsequent amendments there to. In addition you agree to abide by our standard terms & conditions of sale.

MILA USE ONLY

A/C No .....

### Data Protection Act 1998

In returning this application form you accept that we will make a search with a credit reference agency and may share that information with other businesses for credit control purposes. We may also make enquiries about the principal directors/proprietors with a credit reference agency. We will monitor and record information relating to your trade credit performance and such records may be made available to other

organisations to assess applications for credit. Information will also be used for re-assessing credit worthiness and any assistance in the collection of outstanding monies.

Please tick the box if you do not wish to receive marketing information regarding this company [ ]

## HEYWOOD WILLIAMS COMPONENTS LTD TRADING AS MILA HARDWARE

### TERMS OF TRADE

#### 1. GENERAL

- 1.1 These terms shall prevail over any other terms or conditions including (but without prejudice to the generality of the forgoing) any customer's terms or conditions and shall be deemed incorporated in any dealings by heywood williams components ltd trading as mila hardware ("Mila").
- 1.2 No person other than Mila's managing director has the authority to modify or supplement these terms. Accordingly, these terms may not be modified or supplemented without the specific written agreement of mila signed by Mila's managing director.
- 1.3 Nothing in these terms shall restrict the rights of a buyer who deals as a consumer.
- 1.4 Subject to the provisions of these terms, phrases defined in the 1990 edition of incoterms have the same meaning when used in these terms.

#### 2 PRICE

All prices quoted or agreed by Mila are unless otherwise stated:-

- 2.1 Exclusive of vat or any other applicable tax, duty or levy:
- 2.2 Exclusive of delivery, carriage and insurance charges:
- 2.3 Variable by mila to account for fluctuations after the date of the order but before despatch in costs, material prices and/or service charges to mila via exchange rate fluctuation or otherwise:
- 2.4 Valid for a period of 14 days only from the date appearing on the quotation.

#### 3 DELIVERY

- 3.1 Mila may deliver or complete any order in stages or instalments and each delivery shall be treated as a separate contract. Delivery shall be made to the place(s) and by the method(s) specified by mila (or if none, ex works or, for export sales, port/fob U.K. airport). The customer is responsible for unloading. The customer's or its carrier's receipt shall be conclusive evidence of delivery.
- 3.2 No guarantee of any kind is given as to the times and dates of any delivery.
- 3.3 No claim in respect of any failure or lateness in delivery will be entertained or payable by Mila.
- 3.4 Unless otherwise stated Mila will deliver and all charges will be invoiced to the customer.
- 3.5 If Mila is delayed or prevented from delivering goods due to any circumstances whatever (whether or not involving mila's negligence) which are beyond mila's reasonable control and which prevent or restrict mila from complying with the contract, Mila may cancel or suspend delivery of goods comprised in the customer's order without notice and without liability.
- 3.6 Where goods are supplied under any internationally recognised trading term as specified in incoterms 1990, the provision by Mila of the usual transport document(s) or other evidence of delivery consistent with the relevant trading term will be conclusive evidence of delivery by Mila.
- 3.7 If mila or its carrier is unable for any reason to place the goods on board ship upon their arrival at the port of

delivery, a warehouse receipt for the goods shall be treated as sufficient delivery.

- 3.8 The customer undertakes to obtain and comply with any necessary export/import licences, permits and consents for the supply and delivery of the goods. The customer shall ensure that all goods sold to the customer shall comply with all legal and customary requirements prevailing in all jurisdictions into which those goods may be shipped or resold.

#### **4 RISK & TITLE**

All goods are supplied to the customer by mila on the following terms:

- 4.1 The goods shall remain the sole and absolute property of Mila as legal and equitable owner until such time as all sums due to mila from the customer, whether in respect of the goods or other goods or services, have been paid in full.
- 4.2 Until such payment the customer shall be in possession of the goods solely as bailee for Mila and shall store the goods separately in such a way as to enable them to be identified as the property of Mila.
- 4.3 Mila reserves the immediate right at any time of re-possession of any goods to which it has retained title and thereafter to re-sell the same and for this purpose the customer hereby grants an irrevocable right and licence to mila's employees and agents to enter at any time upon all or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of mila hereunder or otherwise.
- 4.4 As a separate and independent condition, the customer shall be at liberty and may in the ordinary course of its business sell and deliver the goods to any third party as Mila's bailee provided that the entire proceeds of sale are held in trust for Mila in a separate bank account and shall at all times be identifiable as Mila's moneys. The customer agrees immediately upon being so requested by Mila to assign to Mila all rights and claims which the customer may have against its customers arising from such sales until payment is made in full as aforesaid
- 4.5 Whilst the goods remain the property of Mila, the customer shall insure the goods against all usual risks for an amount equal to or greater than the purchase price and hold the proceeds of such insurance on trust for Mila.

#### **5 PAYMENT**

- 5.1 Unless otherwise agreed in writing all Mila accounts shall be paid in full without any deduction whatsoever by the last day of the month following the month of invoice, and all monies received by mila shall be applied to accounts outstanding in mila's books by order of age (starting with the oldest).
- 5.2 Without prejudice to all other rights and remedies in respect of overdue invoices and/or accounts Mila shall be entitled:-
- 5.2.1 To interest on all overdue sums, accruing from the date when payment becomes due, at a rate of 2% per month and shall accrue at such a rate after as well as before any judgement.
- 5.2.2 To withhold or suspend delivery of any order or part of an order and invoice the customer for the reasonable costs of storing the goods (whether at Mila's premises or otherwise) from the due date of payment until receipt of payment.

#### **Change Of Control**

- 5.3 The customer shall forthwith notify mila in writing, to be sent by recorded delivery, upon the occurrence of any of the following events:-
- 5.3.1 Any change in the ownership, management or control of the customer;

- 5.3.2 Any sale or transfer of a material part of the customer's undertaking or assets;
- 5.3.3 If the customer, being sole trader, enters into partnership with others;
- 5.3.4 If the customer, being a sole trader or a partnership, becomes incorporated or becomes amalgamated with others.
- 5.4 Upon the occurrence of any of the events listed in clauses 5.3.1 To 5.3.4 any existing credit account facilities granted by Mila to the customer shall automatically terminate and the account balance shall be payable in full forthwith.

#### Joint And Several Liability

- 5.5 Should the customer fail to notify Mila of the occurrence of any of the events listed in 5.3.1 – 5.3.4 Above the customer shall be jointly and severally liable to pay all sums due to mila in respect of goods and/or services supplied to the changed entity until the date that written notice is received by Mila.
- 5.6 The customer shall be jointly and severally liable for all sums due to mila in respect of goods and/or services supplied to any individual, partnership or other legal entity that makes use of the customer's credit account facility.

Any allowance or grant of credit account facilities following such event shall be in mila's sole discretion and only deemed undertaken by Mila if a written acknowledgment and acceptance is issued by mila's managing director or accounts manager.

## 6 TERMINATION AND SUSPENSION

- 6.1 Mila may (without prejudice to its other rights or remedies) terminate or suspend Mila's performance of the whole or any outstanding part of the contract in the circumstances described in clause 6.2. Mila may also suspend deliveries while investigating any claim relating to prior deliveries (under any contract) of goods.
- 6.2 The relevant circumstances are if:
  - 6.2.1 The customer fails to take delivery of or to pay for the goods on the date required under clause 5.1 Or breaches any other term of contract, or if the customer is late in payment or performance under or otherwise breaches any other contract for the sale and purchase of goods or services between the customer and Mila: or
  - 6.2.2 The customer becomes bankrupt or insolvent or if a receiver or encumbrancer takes possession of any material part of the customer's assets, or the customer suffers any foreign equivalent of the foregoing: or
  - 6.2.3 Mila has reasonable grounds for suspecting that an event in clause
  - 6.2.2 Has occurred or will occur, or that the customer will not pay for the goods on the due date, and so notifies the customer.

## 7 DEFECTIVE GOODS

- 7.1 The customer shall examine the goods as soon as reasonably practicable after delivery. The customer shall immediately notify Mila of any damage, loss or shortage of the goods. Unless the customer so notifies Mila within 7 working days after the date when the customer became or ought reasonably to have become aware of such damage, loss or shortage the customer will be deemed to have accepted the goods in satisfaction of the corresponding order. Within 14 days of Mila's request, the customer will return any damaged goods to Mila. Mila's liability (if any) will be limited to replacing or (at its option) repairing or giving credit for such goods. The customer will not be entitled to make any claim against mila for indirect or consequential loss arising out of the loss, damage or shortage

## 8 LIABILITY/THIRD PARTY CLAIMS

- 8.1 Mila shall not be liable, in contract, tort or otherwise, for any representations, advice or assistance given (under this contract or otherwise, and whether before or after the date of the contract) by or on behalf of Mila in connection with the goods or the contract.
- 8.2 The customer shall indemnify Mila against any liability incurred by mila in relation to any third party claims arising from the use made of or dealings by the customer in the goods (irrespective of whether they involve the negligence of Mila, its agents or employees), unless solely arising from mila's wilful default or defects in material or workmanship of the goods.
- 8.3 Save as expressly provided herein and without prejudice to any other limitation of mila's liability (whether effective or not), the full extent of Mila's liability shall be as provided in this clause 8.3:
- 8.3.1 Mila accepts that it will be liable for death and/or personal injury caused by its negligence without limit;
- 8.3.2 Mila's total aggregate liability in connection with the goods or the contract (in contract, tort or otherwise and whether or not related to any negligence or other act, default or omission of mila or its employees or agents) is limited to the invoice price for the goods, ex works and ex vat;
- 8.3.3 In no circumstances whatever shall Mila be liable (in contract, tort or otherwise and irrespective of any negligence or other act, default or omission of mila or its employees or agents) for any indirect or consequential losses (including loss of goodwill, business or anticipated savings), loss of profits or use, or any third party claims, in connection with the goods or the contract;
- 8.3.4 Where the customer suffers loss attributable to a component part of the goods which was manufactured by someone other than Mila, Mila shall endeavour to pass onto the customer any warranty it obtained in respect of the same.
- 8.4 Save as expressly provided herein, Mila will have no further or other liability in respect of any direct or consequential loss or damage sustained by the customer arising from or in connection with any defect, failure or error in the goods and all other warranties, obligations, representations, liabilities, terms and conditions (whether express or implied) in connection with the goods (including, without limitation, any relating to satisfactory quality, fitness for purpose, conformity with description or sample, care and skill or compliance with representations, but excluding implied statutory warranties relating to title) are hereby expressly excluded.
- 8.5 Nothing in these terms shall exclude or restrict any liability that Mila may have by virtue of the consumer protection act 1987.

## 9 MISCELLANEOUS

- 9.1 If any provision of these terms becomes illegal or void for any reason, the validity of the remaining provisions shall not be affected.
- 9.2 Where the customer comprises two or more persons the liability of those persons under these terms shall be joint and several.
- 9.3 The contract may not be assigned by the customer without mila's prior written consent and where such consent is given, it shall be on the basis that the customer remains jointly and severally liable to mila with any transferee or subcontractor.
- 9.4 The provisions of clauses 4, 7, 8 and 9 shall survive any termination of this contract.
- 9.5 The law of England shall govern the validity, construction and performance of this contract. The customer agrees for Mila's exclusive benefit that the English courts shall have sole jurisdiction to hear all claims or disputes connected with the goods or the contract. Mila may nevertheless bring claims in any other courts of competent jurisdiction.

Signed : .....

(Signature By A Director, Owner Or Partner)

Date: .....

For And On Behalf Of: .....

Company Name: .....

Address: .....

.....

Customer Account No: .....

Note "irrespective of any contrary purchase conditions or other terms which you may issue to Mila you acknowledge and accept that by signing these terms all trade between Mila and your company is from hereon subject to these terms", failure to return these terms of trade duly signed could result in your credit terms being reconsidered.