



enterprise

Building Products Ltd

**Credit Account
Application Form**

V2 - 2018

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Enterprise Building Products Limited
Terms & Conditions of sale
To Be Retained by Applicant

- 1 Acceptance & Cancellation
- 1.1 No order for seller's goods (whether pursuant to a quotation by seller or otherwise) is binding on seller until acknowledgement in writing by seller.
- 1.2 Each order is subject to these Terms & Conditions of sale to which any buyer shall be deemed to assent.
- 1.3 No order shall be subject to any conditions whether additional to or inconsistent with these conditions, unless the seller expressly so provides or assents to the same in writing.
- 2 Seller Specifications, Prices and Charges
- 2.1 All descriptions, specifications, drawings and particulars of weights and dimensions submitted by sellers are to be deemed approximate only and descriptions and illustrations in any catalogues, price lists, web sites and other advertising matter shall not form any part of contract.
- 2.2 Until any order has become binding on seller, all prices are subject to change without prior notice.
- 2.3 After an order has been accepted by the seller, the seller reserves the right to add to the price of the goods to be sold to the buyer, any increase in the cost of manufacturing, and delivery by the seller, arising since the date of the order, as a result of the increase in the cost of materials, labour, freight and transport, and any tax, fee or charge imposed by any government or authority.
- 3 Payment
- 3.1 Unless otherwise agreed in writing by seller or stated in acknowledgement of order gross invoice amount shall become due for payment by buyer on order.
- 3.2 Seller reserves the right at any time after an invoiced amount becomes due for payment by buyer or after any other breach by the buyer of the terms hereof to demand immediate payment of all any other invoices then issued for goods delivered to the buyer and notwithstanding that any previously agreed period of credit may not have expired. All such invoices shall become immediately due and payable. The date of such demand shall be treated as the due date for the purposes of sub clause (3.3) below. (For the avoidance of doubt, "due for payment" in this sub-clause shall include the expiry of any credit period agreed by seller).
- 3.3 If the buyer shall not pay any sum on the due date then (without prejudice to any other provision of these terms or to any other right or remedy of the seller) the seller shall be entitled to charge to the buyer, interest on the overdue sum at the annual rate of 8% above the Bank of England base rate, such interest to be payable for the period from the due date until the sum due is actually paid to the seller (and the provision of clause 4.1 shall be applied in determining the time of payment).
- 3.4 Should the need arise to take formal action for the recovery of any debt owed, any costs incurred will be added to the original debt and will become due for payment with immediate effect.
- 4 Retention of Title
- 4.1 A sum shall not be treated as paid until any cheque, bill of exchange or other instrument given by the buyer for such sum has been met on presentation on and in accordance with its terms.
- 4.2 The property in any goods supplied shall not pass to the buyer until all sums due or owing to the seller by the buyer on any account have been paid (and for the avoidance of doubt a sum shall be treated as owing notwithstanding that the due date for payment may not yet have arrived). Until such payment the following provision of this clause (4) shall apply.
- 4.3 The seller may sue for the whole of the price for goods at any time after it has become due notwithstanding that the property has not been passed.
- 4.4 The buyer shall not :
- a) purport to pledge any interest in goods the title to which has not passed from the seller to the buyer ("ROT goods") or documents to title to ROT goods or allow any lien to arise on the ROT goods whether under statute or common law ; or
- b) process ROT goods or deal or otherwise dispose of ROT goods or any documents of title to ROT goods or any interest in such other than in the normal course of its business.
- 4.5 The buyer shall immediately give notice in writing to the seller if diligence hypothec or lieu is exercised by a third party over the buyers property.
- 4.6 Until property in ROT goods passes to the buyer in accordance with clause (4.2) above the buyer shall hold ROT goods as Fiduciary Agent or Bailee for the seller. The buyer shall store ROT goods separately from all other goods in its possession and marked in such a way that they are clearly identified as the sellers property.
- 4.7 If the buyer defaults in the punctual payment of any sum owing to the seller, the seller shall be entitled to the immediate return of all ROT goods. The buyer hereby irrevocably authorises the seller to recover such goods and to enter any premises of the buyer for that purpose. Demand for recovery of goods by the seller shall not, of itself discharge either the buyers liability to pay the whole of the price and take delivery of such goods or the seller's right to sue for the whole of the price.
- 5 Delivery of Goods / Handling Charge
- 5.1 Notwithstanding that the ownership of the goods shall not pass to the buyer until the goods have been paid for in full, all risk of loss and damage to the goods shall be borne by the buyer as soon as the goods are delivered to him/her. Delivery to a carrier or to any other person, firm or company on the buyers behalf shall constitute delivery to the buyer.
- 5.2 Where goods sold FOB or CIF all risk of loss or damage in transit shall pass to buyer when goods placed on board ship, notwithstanding that the property in the goods may not have passed to buyer and seller shall be under no obligation to give to buyer notice specified in section 32(3) Sale of Goods Act 1979.
- 5.3 Any time or date specified by seller as time at which or date on which goods will be delivered is given and intended as estimate only and seller shall not be liable for any loss, damage or expense howsoever arising from delay in delivery.

Enterprise Building Products Limited

Credit Account Application Form

Your Company (Please Enter **Full Trading Name**)

Company Name : _____
 Registration No. : _____ Address : _____
 Registration Date : _____
 V.A.T No. : _____
 Company Type : _____ Postcode: _____
 Telephone : _____ Fax : _____

Contact Names

Accounts : _____ Purchasing: _____
 Email : _____

Principals / Directors

| | 1 | 2 | 3 |
|------------|-------|-------|-------|
| Name : | _____ | _____ | _____ |
| Address : | _____ | _____ | _____ |
| | _____ | _____ | _____ |
| Postcode : | _____ | _____ | _____ |

Bank Details

Bank Name : _____ Address : _____
 Sort Code : _____
 Account No. : _____
 Account Name : _____

Trade References (2 Required)

| | | | |
|--------------------|-------|----------------|-------|
| Name : | _____ | Name: | _____ |
| Address : | _____ | Address: | _____ |
| | _____ | | _____ |
| Telephone : | _____ | Telephone: | _____ |
| Contact Name : | _____ | Contact Name: | _____ |
| Length of Trading: | _____ | Length Trading | _____ |

We the undersigned wish to apply for a credit account with Enterprise Building Products Limited. The details set out above are correct and we accept your terms and conditions of business, a copy of which has been retained. We acknowledge in particular that the title of the goods remain with Enterprise Building Products Limited until payment is made in full. We shall be personally responsible to you for the price of all goods that you may supply to the above named company and that our liability to you shall be in respect of the whole of the debt without exception and for which our liability is jointly and severally unlimited This guarantee is a continuing guarantee and security and our liability under it shall not be affected by your giving time or any other indulgence to the company above.

Signatures: – NB – MUST be signed by PRINCIPALS / DIRECTORS

Name (Print) : _____
 Signature : _____
 Date : _____

IMPORTANT –Photo ID and a current Utility Bill must be provided with this form. All forms must be completed in full and returned to the address opposite

To: **Enterprise Building Products Limited
Unit 7 & 8, Bilston Ind. Est.,
off Oxford Street,
Bilston, Wolverhampton, WV14 7EG**

In Consideration of your having agreed at my/our request to supply

| | |
|--------------------------------------|--|
| Full Company / Trading Name : | |
|--------------------------------------|--|

with goods for the purpose of its business.

I / We (enter name(s) of applicant(s) in block capitals)

| | | | |
|-------------------------------------|--|--|--|
| Full Name of Applicant (s) : | | | |
|-------------------------------------|--|--|--|

Of (enter full **HOME** postal address of applicant(s) in block capitals)

| | | | |
|---|--|--|--|
| Full <u>H</u>ome Postal Address including postcode : | | | |
|---|--|--|--|

| | | | |
|---------------------------|--|--|--|
| Telephone Number : | | | |
| Mobile Number : | | | |

Agree that: -

1. I/we shall be personally responsible to you for the price of all goods that you may supply to the above named company / person and that my/our liability to you shall be in respect of the whole of the debt without exception and for which my/our liability is jointly and severally unlimited.
2. This guarantee is a continuing guarantee and security and my liability under it shall not be affected by your giving time or any other indulgence to the company / person(s) above.

I / We reserve the right for ourselves or our personal representative(s), to revoke in writing, this guarantee by giving you 30 days' notice of our intention to do so. I / We understand that our liability remains for ALL invoices generated up to the effective date of such termination notice.

Names (Print) : _____

Signature : _____

Date : _____

THIS FORM MUST BE FILLED IN

Data Protection Consent Notice

The information in this credit account application shall be used solely by Enterprise Building Products for opening and maintaining your credit account with us and will never be passed to a third party.

We will store paper copies of your forms in secure locked cabinets and will keep copies encrypted on computer. We will use the information you provide in our accounting software for raising invoices, quotes and statements. Where applicable we may call you for payment reminders.

Should consent be granted, we would also like to use your contact details to send you details of any current offers that we may have. Please note, this will be offers from Enterprise Building Products and we will **NEVER** pass your details to a 3rd party.

The personal data that we may hold on file will include: -

- Your Name
- Your date of birth
- Your Address
- Your Telephone Number
- Your Email addresses

Please tick below as applicable: -

I give consent for my data as outlined in this account application form to be held on file.

Applicant 1 Applicant 2 Applicant 3

(Please note that without the above, we would **NOT** be able to open a credit account)

I give consent for my details to be used for marketing by Enterprise ONLY

Applicant 1 Applicant 2 Applicant 3

Signatures: – **NB – MUST be signed by PRINCIPALS / DIRECTORS**

Name (Print) : _____

Signature : _____

Date : _____

NB : You have the right to revoke any of the above consent by writing to us at:-

Enterprise Building Product Limited
Unit 7&8 Bilston Industrial Estate, Bilston, Wolverhampton, WV14 7EG

