



CREDIT ACCOUNT APPLICATION

State whether a Sole Trader, Partnership or Limited Company.	
Full Company Name and/or Trading Title	
If a Limited Company – Full Name of Limited Company Trading Name & Trading Address PLEASE SUPPLY COPY LETTERHEAD	
Registered Office Address; Company Registration No: Telephone/Fax No.	
If in Partnership – Full Trading Name and Trading Address Telephone/Fax	
Partners Names and Addresses	
If Sole Trader – Full Trading Address:	
Full Home Address:	
Bankers Address Account No.	
Trade References Full Names, Addresses and Telephone No. Fax No.	1.
	2.
	3.
Approximate amount of credit required per month	

I/We have read, and am/are in agreement with the standard terms of trade of the company and apply to open an account in accordance therewith.

Date..... Signed.....

Any amendments to standard terms of trade can be found on our website – www.ramsaytimber.co.uk



Skull House Lane, Appley Bridge, Wigan, WN6 9DR
Tel: (01257) 255701 • Fax: (01257) 255811
www.ramsaytimber.co.uk

Directors: R.G. Ramsay, K. Ramsay, J.R. Ramsay, N.K. Ramsay. Company Reg. No. 1691258





CONDITIONS OF SALE

1. **REFERENCES.** All orders are accepted subject to satisfactory references being supplied to the vendors. To avoid delays, intending purchasers are requested to submit references with their first order.
2. **QUOTED PRICES.**
 1. Any quotations made by the vendors shall constitute an invitation to the purchasers to make an offer on the terms set out there in and all quotations are made subject to alterations or withdrawal by the vendors without notice.
 2. In the event of rail and/or other transport costs and/or wages being increased, and/or in the event of the cost of materials being increased, the vendor's prices shall increase accordingly.
 3. Unless otherwise stated, the vendors quoted prices do not include any provision for purchase tax, import duties or for any other Inland Revenue charge and goods are sold subject to the payment by the purchasers of any such tax duty and/or charge.
3. **TERMS OF PAYMENT**

All payments shall be in full and shall be made within 30 days of the delivery date. The debtor shall not be entitled to withhold payment of any amount payable under this order by reason of any dispute or claim by the debtor. If not paid within this period, then and without prejudice to any right of the vendors the vendors may disallow the purchasers any discount and action for late payment will comply with the Commercial Debts Regulations 2002, interest being charged at a statutory rate of 8% above Bank of England base rate. All outstanding amounts whether due or not will become due for payment immediately. Debtors are required to pay all legal, administration and associated costs incurred in pursuing outstanding accounts. Each delivery in part execution of an order shall be deemed to be a complete performance by the vendors of their part of the contract in relation to the goods comprised in such delivery and in contracts for delivery by instalments or for periodical deliveries. The vendors shall be entitled to withhold any further deliveries until such payment is made and the date for delivery (if any) contained in any tender shall be deferred to the extent to which deliveries are so withheld. The vendor reserves the right to cancel further orders. This provision is without prejudice to the vendor's right to accept as repudiation any fundamental breach of contract by the purchasers (which expression shall include any failure to make payment within 30 days of the date of delivery). Payments are required to be made without any deduction or set off.
4. **PACKING.** All charges for packing will be for the purchasers' account.
5. **UNLOADING AND DELIVERY.** All goods shall be unloaded promptly upon delivery to the purchasers by the purchasers and the vendors shall not be held responsible for any damage sustained to such goods in the course of being unloaded. Clear and proper access to the delivery point shall be made available by the purchasers.
6. **FAILURE OF VENDORS TO PERFORM CONTRACT.**
 1. Orders are accepted subject to non performance of the vendors part of the contract due to shortage of labour and/or materials, acts of god, trade disputes, strikes, lockouts, fire, civil commotion, war or any other cause whatsoever outside the control of the vendors.
 2. In the event of the purchaser being entitled to make any claim against the vendors in respect of any goods agreed to be sold to the purchasers, the vendors' liability shall not in any circumstances exceed the net invoice price of such goods.
 3. Failure by the vendors to make any delivery under a contract on a due date shall not entitle the purchaser:-
 - a. To refuse a delivery tendered after such date.
 - b. To repudiate the contract or.
 - c. To make a claim for damages in respect of late delivery.
7. **UNDERTAKING AND EXCLUSION OF CONDITIONS AND WARRANTIES OF VENDORS.** All goods are sold subject to our usual terms and conditions of sale including the following. Goods are not tested or sold as fit for any particular purpose. Any term warranty or condition expresses implied or statutory to the contrary is excluded so far as permitted by law. The liability of the vendors (whether in contract or in tort or otherwise) arising out of this contract shall not exceed the net invoiced price of the particular goods in regard to which complaint is made.
8. **BEFORE DELIVERY.** Goods retained by the vendors in transit or in store because of delay on the part of the purchasers in accepting delivery on the due date shall be at risk in all respect of the purchasers. All storage charges shall be payable by the purchasers. If the purchasers shall refuse delivery, or not be available to take delivery of any goods, the vendors reserve the right to increase the prices of those ruling at the time of actual delivery of such goods and a 20% administrative handling charge of the invoice value of the goods be agreed to.



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CONDITIONS OF SALE continued...

9. LIABILITY FOR FAULTY GOODS.

1. If the purchasers accept damaged or defective goods supplied to them without making examination on delivery the vendors shall not be liable in respect of such goods.
2. The vendors will meet no claim for damage or faulty goods unless a written claim is received and acknowledged in writing by the vendor within 7 days of the date of delivery of such goods.
3. Any damaged or faulty goods in respect of which the vendors may be liable must be returned to the vendors for alteration or repair unless written authorisation is given by the vendors for alteration or repair elsewhere.

10. PROPERTY.

- a. The goods shall remain the property of the vendors until the purchase price has been discharged in full.
- b. The purchasers agree that prior to the payment of the whole price of the goods the vendors may at any time enter upon the purchasers premises and remove the goods therefrom and that prior to such payment the purchasers shall keep the goods separate and identifiable and in clean dry condition for the purpose.
- c. A cheque given by the purchasers in payment shall not be treated as a discharge until the same has been cleared.
- d. If pursuant to sub claim (b) hereof the vendors enter upon the purchasers premises to remove goods there from the vendors shall be entitled to resell the goods but shall only effect a repudiation of the contract at the option of the vendors and in particular shall not prejudice the vendors right to payment of damages, loss of profit and interest.
- e. The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

11. **ALTERATION TO GOODS.** Any extra cost caused by the purchasers varying or adding any specifications of the goods to be sold shall be payable by the purchasers.

12. **CONDITIONS PRECEDENT.** It is a condition precedent to any liability of the vendors that:-

- a. All joinery shall be kept by the purchasers in a dry place, stacked flat, slightly raised from the ground and adequately protected from the weather and that no internal joinery shall be installed in a building, which has not adequately dried out.
- b. All joinery supplied in the white shall be knotted and primed immediately after delivery and shall receive further coats of paint within a reasonable period.
- c. Any surfaces subsequently cut, particularly those exposing end grain, shall be primed before the joinery is fixed in position.
- d. No claim will be entered into by the purchaser once the goods supplied have been modified.

13. **ALL TERMS.** (Express or implied) relating to the quality of goods are warranties only, the breach of which gives no right to reject the goods or repudiate the contract in any circumstances whatsoever.



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Notice

Data relating to the Data Subject will be processed by the Data Controllers and will be held securely in confidence and processed for the purpose of carrying out business of the Data Controllers and associated activities such as insurance, risk assessment and other related activities (“Activities”). The Data Controller may consult with and disclose the Data Subject’s Data to third parties such as insurers, credit insurers, credit reference agencies and other carefully selected parties (“Third Parties”) who may process the Data also as Data Controllers for the purpose of carrying out the Activities for any business applications made directly or indirectly to the Data Controllers by the Data Subject now or in the future. The Data Controllers may also receive Data on the Data Subject from the Third Parties. The Data will be processed both within and outside the European Economic Area

The Data Controllers may contact the Data Subject regarding details of other products and services in writing, electronically or by phone. If the Data Subject does not wish to receive such details please tick the box below and return to the Data Controller whose contact details are set out in this document.

The Data Subject can also write to the Data Controller:

- If the Data Subject does not have a contractual relationship with the Data Controllers and are objecting to the processing as set out in this notice.
- The Data Subject requires access to their data held by the Data Controller
- The Data Subject requires details of any third party data controllers who also process the Data Subjects Data.

29 June 2007



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