



Unit E11 Countess Avenue
Stanley Green Trading Estate
Cheadle SK8 6QS

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www.buildersstore.co.uk

APPLICATION TO OPEN A CREDIT ACCOUNT

Please note that this form will be returned to you if it is not completed in full.

MAXIMUM MONTHLY CREDIT REQUIRED £ _____

COMPANY STATUS (please tick)

Limited Company _____ Partnership _____ Sole Trader _____
Co Registration _____

FULL TRADING TITLE _____

Trading Address _____

Postcode _____

Phone _____

Mobile Phone _____

E-Mail _____

VAT Reg _____

Name and addresses of directors/partners or owners

1) _____

2) _____

3) _____

4) _____

Usual Purchaser _____

Accounts Contact _____ Phone _____

PLEASE ALSO ATTACH A COPY OF YOUR COMPANY LETTERHEAD

TRADE REFERENCES

Company Name _____
Address _____

Postcode _____
Phone _____ Fax _____
Contact Name _____

Company Name _____
Address _____

Postcode _____
Phone _____ Fax _____
Contact Name _____

COMPANY BANKERS

Address _____

Postcode _____
Account _____
Sort Code _____

How long banked with? _____ Years

This company uses a third party credit reference agency for credit assessment purposes. In submitting a request to Builders Store for a credit account, you are hereby giving your consent to carry out any credit reference searches that we deem necessary to support your application. These searches will be taken for credit information purposes only and may be carried out on your company and its principles.

The credit reference agency may also keep a record of our enquiry and share that information with other businesses that may also make enquiries about your company and its principles.

You are also agreeing to abide by the Terms and Conditions of Builders Store Ltd in the absence of any written authority strictly from Builders Store, to the contrary.

As a separate and independent stipulation. In consideration of Builders Store Limited agreeing to supply goods to the applicant company on credit, I the undersigned being owner/director of the applicant company guarantee payment of all financial obligations to Builders Store Limited including financial obligations arising from any increases in the credit limit granted by Builders Store Limited following review of the applicant company's account.

Declaration: I wish to open a credit account with Builders Store Ltd, I am authorised by my company to do so.

The application acknowledges having received a copy of the suppliers Terms and Conditions and agrees to the conditions therein.

Signed By Director _____

Please print full name: _____

Position/Title: _____

Date: _____

BUILDERS STORE - TERMS AND CONDITIONS OF SALE

Please read carefully and retain for future reference

If you are a consumer (as defined by the Consumer Transactions (restrictions on Statements) Order 1976) we recognise that you may have additional rights under statute and confirm your statutory rights under statute and confirm your statutory rights are not affected by these terms.

1. Definitions and Interpretations.

- 1.1 In these terms "we" and "us" means Builders Store Ltd specified in the contract for the sale of goods to you. "You" means the person, firm or company who purchases the goods from us and "our" or "you" shall be construed accordingly and "contract" means any order that has been accepted by us.
- 1.2 References to any statutory provision shall include (a) any subordinate legislation made under it (b) any provision it has modified or re-enacted and (c) any provision that subsequently supersedes it or re-enacts it.

2. Application of Terms.

- 2.1 These terms apply to all sales of goods by us to the exclusion of all other terms (including any which you purport to apply) unless expressly agreed in writing in advance by one of our Directors.
- 2.2 Each order or acceptance of a quotation for goods by you shall be deemed to be an offer by you to buy the goods subject to these terms. No order or acceptance of a quotation by you shall be deemed to be accepted by us until written confirmation of order is issued by us or (if earlier) we begin to process your order. We shall be entitled to withdraw any quotation at any time (whether or not already accepted by you).
- 2.3 You acknowledge you have not relied on any statement or representation made or given on our behalf. Any estimate of quantities needed, advice as to the suitability of any goods for a particular purpose and any plan or measurement given by us is given for guidance only (based on your information) and without liability on our part. No allowance is made by us for additional materials, wastage or installation. You must satisfy yourself that all goods ordered are correct.
- 2.4 Any typographical error or clerical omission in any sales literature, quotation, price list or any document issued by us may be corrected without liability on our part

3. Description of Goods.

- 3.1 We may supply goods in either metric or imperial sizes in the nearest equivalent measures and goods may be charged in metric allowing for conversion.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising are issued or published for the sole purpose of giving an approximate idea of the described goods. They shall not form part of the contract and this is not a sale by sample. Each order shall be considered a separate order and we are unable to guarantee that further orders for the same goods will match the previous order
- 3.3 Where fine or special tolerances are required in the goods supplied beyond those generally accepted in the building trade, no liability shall attach to us unless such tolerances are notified in writing to us at the time of order and we have acknowledged in writing that we are prepared to accept such an order.

4. Delivery of Goods.

- 4.1 Unless otherwise agreed by us, delivery of the goods shall take place at our place of business. Delivery shall occur when you take delivery of the goods at our premises or (when we agree to deliver) when the goods are ready for unloading at the delivery address.
- 4.2 Any dates or times we specify for delivery of the goods are an estimate. We shall not be liable to you if we do not deliver on any particular time or date. Time of delivery shall not be made of the essence by notice.
- 4.3 If you fail to accept delivery of any goods when they are ready for delivery, or we are unable to deliver the goods because you have failed to provide appropriate instructions, documents or consents, we shall be entitled to immediate full payment and risk in the goods will pass to you. We may store such goods until delivery and you will be liable to any related costs and expenses arising from non delivery including transport and storage costs. If you fail to accept delivery of the goods within 6 months of the date of contract we may sell or dispose of those goods (whether or not you have paid for them). Storage or disposal costs shall be recoverable from you. Any net proceeds from the sale shall be held on trust for you.
- 4.4 We will deliver to site provided there is a suitable road to the point where delivery is requested. If no such road exists, delivery will be made to the nearest point at which, in the driver's opinion, the vehicle can safely and lawfully unload. Except where we use a vehicle mounted crane, you will be responsible for the safety and lawfully unloading the goods and shall provide all necessary labour and equipment. We may charge you an additional fee if you delay in taking delivery of the goods when tendered. If any goods, packaging or containers have been delivered and deposited, whether on the public highway or elsewhere you shall be responsible for all steps that need to be taken for the protection of persons or property in relation to such goods, packaging or containers and shall indemnify us in that respect of all and any costs, claims, losses or expenses we may incur as a result of such delivery.
- 4.5 We shall not be liable for any shortages in quantities delivered unless you give written notice to us of such shortages within two working days of delivery. In any event our liability shall be limited to making good the shortfall or (at our option) issuing a credit note or refund at the pro rata contract rate against any invoice raised for such goods.
- 4.6 We may deliver the goods in separate instalments. Each instalment will be a separate contract and cancellation or termination of one instalment shall not entitle you to cancel any other instalment.
- 4.7 Any query about delivery shall be made as soon as possible and in any event within twenty eight days of the date when the goods in the ordinary course of events have been delivered else the goods shall be deemed to have been delivered in accordance with the contract.
- 4.8 We shall not be responsible for taking back any non chargeable packaging or pallets.

5. Risk and Ownership of Goods.

- 5.1 The goods are at your risk from the time of delivery or deemed delivery.
- 5.2 Ownership of the goods shall not pass to you until we have received from you (in cleared funds) all sums due to us in respect of the goods and all other sums which are or become due to us from you, on any account.
- 5.3 Until ownership of the goods has passed to you, you should hold the goods on a fiduciary basis as our bailee and store the goods (at no cost to us) in satisfactory condition and in such a way that they remain readily identifiable as our property and you shall notify us immediately where the goods are situated.
- 5.4 Subject to 5.5 you may resell the goods before ownership has passed to you provided that any sale shall be effected in the normal course of your business at full market value and you deal as principal, you should hold all proceeds of sale in trust for us and assign to us all rights and claims which you may have against your customer arising from such sales until full payment is made.
- 5.5 Your right to possession of, and authority to sell the goods shall terminate immediately (and you shall immediately deliver the goods to us, at your cost and risk) if we notify you to such effect or on the happening of any event set out in 9.3 (a) to (i) (whichever is earlier) and you shall immediately notify us in writing upon the happening of any such event.
- 5.6 You grant to us and our agents an irrevocable licence at any time to enter any premises (with and without vehicles) where the goods are or may be stored in order to inspect them or where your right to possession has terminated, to recover them.
- 5.7 Where we are unable to determine whether any goods are the goods in respect of which your right to possession has terminated, you shall be deemed to have sold all the goods of the kind sold by us to you in the order in which they were invoiced to you.

6. Price and Additional Charges.

- 6.1 Unless we otherwise agree in writing, the price payable for the goods shall be the price applicable on the date of delivery or deemed delivery for goods.
- 6.2 The price for the goods shall be exclusive of any Value Added Tax which shall be payable by you at the current rate.
- 6.3 We may at any time after acceptance of an order, but prior to delivery, revise the price payable for the goods to take account of increases or decreases in costs, including, without limitation, costs of any goods or materials, carriage, overheads or labour.
- 6.4 Unless we otherwise agree in writing, we may charge you the cost of delivering the goods to you.
- 6.5 We may charge for any special packaging to cover the cost of labour and materials. We may charge for pallets, crates and cases but these charges will be credited in full if such items are returned to us, carriage paid and in good condition within fourteen days of delivery. Where we agree to collect such pallets, crates and cases you should make such items available for collection on request.

7. Payment and Interest.

- 7.1 Payment for goods supplied on a credit account shall be due not later than the last day of the month following the month of delivery or deemed delivery of the goods. If you default in making payment, the entire balance of your account shall be payable immediately and we may charge interest, together with costs and expenses, in accordance with 7.4.
- 7.2 For non-credit account purchases, payment shall be with the order or on delivery.
- 7.3 Time of payment shall be of the essence. You should make all payments in Sterling without any deduction.

Continued overleaf

- 7.4 If you fail to pay us any sum due (and whether or not any part of your account is subject to query) we may, in addition to our right under 9.3 appropriate any payment made by you to such of the goods as we think fit, and you shall be liable to pay us interest on such sum of 4% above the base lending rate of The Royal Bank of Scotland, accruing on a daily basis, or, at our option, interest in accordance with the Late Payment of Commercial Debts Interest Act 1998 as amended and supplemented by the Late Payment of Commercial Debt Regulations 2002 from the due date for payment until payment is made in full, whether before or after any judgement, together with all costs and expenses incurred by us in recovering sums due or exercising our rights under this provision, including our debt recovery fees at the rate of 6% of the total amount outstanding.
- 7.5 Credit accounts may only be opened at our discretion and are subject to satisfactory references. We may set a maximum amount of credit allowable upon each account and withdraw credit facilities without explanation. You agree, that we may obtain, retain and provide to third parties, references as to your financial standing. Any change in the constitution of your organisation must be notified to Builders Store (accounts department) in writing prior to it occurring in order that credit facilities to the reconstituted organisation may be put in place, subject always to our discretion and our confirmation in writing. Until new credit facilities are agreed, the existing entity and any new entity shall be jointly and severally liable for any debt due to us.
- 8. Liability.**
- 8.1 If any goods are defective due to faulty workmanship or material, we shall (at our option) repair or replace such goods (or the defective part) or refund the price of such defective goods at the pro rata contract rate provided that:-
- (a) You give us written notice of the defect within fourteen days of the date of delivery, or in the case of a defect that is not discoverable upon reasonable examination, within seven days of the time you discover or ought to have discovered the defect (or any event within twelve months from the date of delivery).
- (b) We are given a reasonable opportunity after receiving notice to examine such goods and (if asked to do so by us) you return such goods to our place of business for the examination to take place there.
- (c) You do not make any further use of such goods after giving such notice.
- (d) The defect is not due to wilful damage, negligence (other than ours), fair wear and tear, alteration or repair of such goods without our prior written consent or incorrect storage, application, movement, installation, commissioning, use or maintenance of the goods (other by us), and
- (e) The defect is not due to any act or omission of you, your agents or contractors.
- 8.2 Our entire liability for defective goods is set out in 8.1 and in particular we shall not be responsible for either the cost of removing the goods from any place where they are installed or fixed (or making good the place after they are removed) or for the cost of installing or fixing any repaired or replacement goods unless due to our defective service.
- 8.3 On request, we will provide information about any manufacturers guarantee offered and available to you in respect of the goods but we are not legally responsible for any obligation under manufacturer's guarantees.
- 8.4 Save as expressly set out in these terms, all warranties and other terms applied by statute or common law (save for the term implied as to title) are, to the fullest extent permitted by law, excluded from the contract.
- 8.5 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of the contract shall be limited to the contract price.
- 8.6 We shall not be liable to you for any pure economic loss, loss of profit, loss of business, depletion of goodwill or loss of anticipated savings, in each case whether direct, indirect or consequential, or any other indirect losses whatsoever and howsoever caused.
- 8.7 Nothing in these terms excludes or limits our liability for (a) death or personal injury caused by our negligence, (b) fraud or fraudulent misrepresentation, and (c) any other matter that would be illegal for us to execute.
- 8.8 Where goods are manufactured in compliance with any designs, specifications or drawings supplied by you or your customer you shall indemnify us against all proceedings, costs, claims, losses or demands in respect of any infringement or alleged infringement of any intellectual property rights whatsoever or third parties anywhere.
- 9. Cancellations and Returns.**
- 9.1 We may, at our discretion, accept or reject the cancellation of any contract or the return of any goods not required. Any such cancellation or return shall be on such terms as we specify and in particular we may charge you a handling fee and all costs incurred on cancelled orders.
- 9.2 Where you are a "consumer" under a "distance contract" (both as defined in the Consumer Protection (Distance Selling) Regulations 2000) you may cancel a contract within seven working days after the date the goods are delivered. You must return the goods to Builders Store or request us to collect the goods, at your cost. This term shall not apply to any goods specially obtained or made for you or which are liable to deteriorate or expire rapidly.
- 9.3 We shall be entitled to cancel or suspend a contract if you fail to pay us any sum due pursuant to the contract (whether or not any part of your account is subject to query) or any of the following events occur or we believe is likely to occur.
- (a) You have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take a benefit for the relief of insolvent debtors, or
- (b) You convene a meeting of creditors or enter into liquidation, or
- (c) You have a receiver and/or manager, administrative receiver appointed over your undertaking or any part, or
- (d) A resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in your respect, or any proceedings are commenced relating to your insolvency or possible insolvency, or
- (e) You suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or
- (f) You are unable to pay within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade, or
- (g) Any event similar to the above occurs, or
- (h) You fail to observe or perform any of your obligations under the contract or any other contract between us and you, or
- (i) You encumber or in any way charge any of the goods.
- 10. Health and Safety**
- Certain goods supplied by us, if used incorrectly give rise to risks to health and safety. Information in respect of such goods is available from us. You undertake that you will ensure compliance by your employees, agents and customers with any instructions given by us or the manufacturers or our supplier and you will take any steps or precautions, having regard to the nature of the goods as are necessary to preserve the health and safety of any person handling, using or disposing of them.
- 11. Waste**
- You will be responsible for the disposal of any waste arising from the goods and will apply with all applicable laws, regulations and waste management licences relating to such waste including the appropriate disposal by you of any goods that should not be disposed of in the normal waste stream, save where you are a consumer and it is our responsibility at law. You will indemnify us against all costs, claims, liabilities and expenses arising from any breach by you of this provision.
- 12. Force Majeure**
- We may defer the date of delivery, cancel the contract or reduce the volume of goods ordered by you (without liability to you) if we are unable to deliver or supply due to any cause beyond our reasonable control (including the act or omissions of our suppliers or subcontractors).
- 13. Compliance and Bribery Legislation**
- You agree that you will not, in connection with the goods supplied under this contract, bribe or attempt to bribe us, or any of our employees, nor cause us to be in violation of any applicable bribery or anti money laundering laws. We may terminate the contract in the event of your breach of this clause. You shall indemnify us against all liabilities, costs, expenses, damages, claims, demands and losses suffered or incurred by us arising out of or connection with any breach of this clause, whether or not the contract has been terminated.
- 14. General**
- 14.1 Any notices given pursuant to or in relation to the contract shall be in writing and addressed to the party concerned at its principal place of business or last known address. Any notice shall be deemed to have been delivered three days after posting or the next working day after fax transmission.
- 14.2 Any provision of the contract found to be invalid or unenforceable shall, to such extent, be deemed severable and the remaining provisions of the contract shall continue in full force and effect.
- 14.3 Failure or delay by us in enforcing any contract terms shall not be construed as a waiver of any of our rights under this contract.
- 14.4 You shall not be entitled to assign or subcontract any of your rights or obligations under this contract.
- 14.5 Any dispute or claim arising in connection with the contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts, save that if you are domiciled in Scotland (within the meaning of the Civil Jurisdiction and Judgements Act 1982) then the contract shall be construed in accordance with Scottish law and shall be subject to the exclusive jurisdiction of the Scottish courts.