



CREDIT APPLICATION

COMPANY INFORMATION

Registered Name:

Trading Name (if different):

Invoice address:

City: _____ Postcode: _____

Trading address:

City: _____ Postcode: _____

Co. Reg. No: _____ Vat No: _____

DIRECTORS INFORMATION (IF A LIMITED COMPANY)

Directors Name:

Directors address:

City: _____ Postcode: _____

Email Address:

Contact Phone Number:

SOLE TRADERS/PARTNERS NAME AND ADDRESS (IF NOT A LIMITED COMPANY)

1st Applicant Name:

1st Applicant Address:

City: _____ Postcode _____

Email Address:

Contact Phone Number:

2nd Applicant Name:

2nd Applicant Address:

City: _____ Postcode _____

Email Address:

Contact Phone Number:

INVOICING INFORMATION

Number of years trading:

Accounts Contact Name: _____ Phone Number: _____

Accounts Email Address:

Name and Address of Bank:

City: _____ Postcode: _____

Credit Limit Requested: £ _____

CONDITIONS OF SALE

We have read, understood and retained a copy of your conditions of sale (including the retention of title clause) and agree to trade in accordance with these for any goods supplied.

PAYMENT

I/We also agree to comply with your settlement terms (specified in conditions of sale)

Signed: Company: Date:

Print: Position:

Sole Trader/Partner/Partner Limited by Liability/Director/Other (delete as appropriate)

Resilient Group Terms and Conditions 2020

GENERAL

The placing of an order with Resilient Group (hereinafter called "the Company") is deemed to be made subject to these conditions of sale. No variation or modification of, or substitution for, the following Terms and Conditions contained in any offer or purported acceptance by the customer shall form any term of the sale unless expressly accepted by the Company in writing. A binding contract shall not arise unless and until the Company shall have given written confirmation of acceptance of the customer's order, or if the receipt by the customer of these Terms and Conditions shall for any reason be deemed to be a counter offer the acceptance by the customer of any goods or services from the Company shall be a binding acceptance by the customer of these Terms and Conditions contained in such counter offer. Unless otherwise agreed in writing only these Terms shall apply and shall prevail over any terms of the customer. Goods shall mean goods delivered or to be delivered by the Company to the customer whether or not the same have been manufactured by the Company.

The Company reserves the right, until all outstanding sums due from the customer to the Company on any account are paid in full, to suspend completion of any contract without prejudice to any other provision of these Terms and Conditions of Sale, particularly delivery and cancellations. In the event of such suspension, the Company shall have no liability whatsoever or howsoever arising for any loss or damage which the customer or any third party may suffer as a result of such suspension. The order is conditional upon the customer having a credit rating acceptable to the Company, and the Company may, at its discretion, refuse to carry out any work or any further work if the customer fails to achieve a satisfactory rating.

DELIVERY

All stipulations as to delivery and completion of work are subject to modification in the event of strikes, fire, breakdown of machinery, non-arrival or delay in arrival of raw materials, war or any other act, event or default interfering with the manufacture, despatch or delivery of the goods and beyond the control of the Company. Each instalment of goods delivered or deliverable under the contract shall be deemed to be sold under a separate contract, and failure by the Company to deliver any such instalment shall not entitle the customer to repudiate the contract with regard to any instalments still to be delivered.

The Company shall not be liable for any shortage of delivery unless the Customer has notified the Company in writing within three working days of receipt of any goods and the Company has been afforded a reasonable opportunity of inspecting such goods before the goods have been used, processed or resold by the Customer.

DELIVERY DATES

Any dates for delivery of goods or for performance of work to be done by the Company are approximate business estimates only and are not the subject of any condition, guarantee, warranty or representation. The Company hereby expressly excludes any liability arising (in contract or tort or otherwise howsoever) for consequential loss or damage (including but not limited to economic loss, loss of profits or loss of contracts) arising from delay in delivery of goods or the performance of the work to be done by the Company. Nor shall any such delay entitle the customer to cancel any order, refuse to accept delivery, or repudiate any contract for work to be done. Where the customer, after the delivery date, refuses or is unable to accept delivery or to effect collection of the goods, the Company shall be entitled at any time to invoice the customer with the full price which the customer shall then be liable to pay. The Company shall be entitled to make a charge for the storage of the goods after the delivery date or the right to dispose of all or part of the goods to a third party and to recover any shortfall against the purchase price from the customer.

PRICE VARIATION

Unless otherwise stated, all prices quoted are based upon the prices and costs of raw materials labour, transport and overhead expenses current at the date of quotation and may be varied by the Company to correspond with any increase in such prices or costs which may occur at any time before the order, or any portion of it, is completed. Any alteration by the customer in design, weight, quantities or specifications and any suspension of work following on the customer's instructions, or the customer's failure to give instructions, will involve adjustment to the price if the cost of manufacture and/or delivery are thereby increased. In such cases, the price to be paid by the customer shall instead of the quoted price be that ruling at the date or revised date of delivery of the goods.

WARRANTY

The warranty and undertakings contained in the following provisions of this clause are given by the Company in lieu of and to the exclusion of any other representations, guarantees, conditions or warranties whatsoever including (without limitation) as to the quality of the goods or services supplied.

(a) The Company undertakes to use sound material and good workmanship at all times. If within one month from the date of receipt of any goods by the customer, the customer claims that any goods are defective, the customer shall give to the Company full opportunity to inspect and test such goods at the customer's works. If the Company agrees that the goods were defective at the time of delivery to the customer in either material or workmanship the Company will (at its option) either:

(i) Invite the customer forthwith to return the goods at the cost of the Company to the Company's works whereupon the Company will repair or replace the goods as it, in its discretion, shall think fit. Any such repaired or replacement goods shall be delivered free of charge to the same point of delivery as the original goods or such place of equivalent distance as the customer will reasonably request, or
(ii) Permit the customer itself to repair the goods and will reimburse the customer for agreed direct costs incurred in carrying out such repair work. (b) Unless otherwise expressly agreed in writing, where within the terms of sub-clause (a) of this clause the Company undertakes to repair any goods the Company shall be entitled to repair such goods by any method which in the Company's judgement is a satisfactory method of repair.

(c) No claim shall be made by the customer for expenditure incurred by the customer on goods which are subsequently replaced or repaired by the Company.

(d) The Company hereby also expressly excludes:

(i) Any liability (arising in contract or tort or otherwise howsoever) for consequential loss or damage caused by or arising out of the use of the goods or occurring in respect of the goods howsoever arising; and,

(ii) Any liability (arising in contract or tort or otherwise howsoever) for loss or damage arising from any defects resulting from negligent or improper use or operation, storage or handling of the goods, including without prejudice to the foregoing the use or operation of the goods other than in accordance with the Company's technical literature instructions, and the treatment or use of the goods in a manner other than that for which they were manufactured.

(e) In the case of goods or parts thereof not of the Company's manufacture proving defective, the customer shall be entitled only to the benefit of any guarantee, condition or warranty which the Company shall have received in respect thereof and only to the extent that the Company can enforce the same.

(f) In the case of goods damaged in transit prior to delivery, provided that:

(i) The Company is satisfied that the goods were so damaged.

(ii) The transport contractor is advised of such in writing within three days of delivery, and

(iii) The Company is advised of such damage in writing within ten days of delivery.

The Company will at its option either repair or replace the goods and the provisions of sub-clauses

(a), (a) iii), (b) and (c) of this clause shall apply mutatis mutandis.

(g) The Company shall have no liability whatsoever to the customer for any loss or damage incurred by the customer or any third party due to the manufacture and/or supply of goods by the Company made to the customer's own stated requirements and specifications.

PASSING OF RISK

The risk in the goods shall pass to the customer at the point of delivery. This will either be at the customer's premises or such other place agreed between the Company and the customer. In the case of goods collected by the customer or his agent from the Company's premises, delivery shall take place at the point of collection. Unless otherwise agreed in writing the stated price is an ex-works price and unless the customer collects the goods at the company's premises, the cost of delivering the goods will be an extra charge payable by the customer.

DISCHARGE OF CONTRACT

Without prejudice to any other provision in these Terms and Conditions of Sale in the event that

(a) A Receiver is appointed over the whole or any part of the assets of the customer or,

(b) A Resolution is passed or a petition presented for the liquidation of the customer or

(c) The customer suffers any execution or distress over any of its assets or undertaking, enters or offers to enter into any composition arrangement or agreement with any of its creditors or ceases or threatens to cease to carry on business.

The Company may elect either to discharge the Contract for the sale of the goods hereunder or not to deliver the goods except against payment in cash of the purchase price of the goods in full.

CANCELLATION

No order may be cancelled without the Company's consent. The Company will only consent to the cancellation of an order on payment by the customer of all costs and expenses incurred by the Company at the date of cancellation, including a sum equal to the loss of profit on the order or part of order cancelled. Such sum or sums shall immediately become due as a debt payable to the Company on cancellation of the order or part of an order.

INDEMNITY

(a) The customer shall indemnify and keep the Company indemnified against all losses, damages (including consequential losses or damages) or penalties incurred or sustained by the Company or for which the Company may be liable arising (in contract or tort or otherwise howsoever) out of the supply or use of goods hereunder (including without prejudice to the foregoing for death or injury to persons or property), and from and against all actions, suits, claims, demands, costs, charges or expenses arising in connection therewith.

(b) The customer will also indemnify the Company against all and any costs and charges and expenses incurred in pursuing and obtaining payment of any monies due to the Company.

SET-OFF

The customer may not withhold payment of any invoice or any other amount due to the Company by reason of any right of set-off or counterclaim which the customer may have or allege to have or for any reason whatsoever and the Company shall also be entitled to a general lien on all goods of the customer in the customer's possession (including goods of the customer which have been paid for) for the unpaid price of all goods sold to the customer by the Company under this or any other contract.