



CREDIT ACCOUNT APPLICATION FORM

CUSTOMER DETAILS:

Trader Type: ☐ Sole Trader ☐ Partnership ☐ LLP ☐ Limited ☐ PLC

Company Name (Legal Entity): _____

Invoice Address: _____

Accounts Contact Name: _____ Telephone No: _____

E-Mail: _____

Company Registration No: _____ VAT Registration No: _____

Trading Address: _____

Full Name And Address of Directors/Partners/: _____

CREDIT APPLIED FOR £ _____

TRADE REFERENCES (please supply contact details of two credit referees):

1. COMPANY NAME AND ADDRESS _____

Tel No: _____ E-Mail: _____ Credit Limit £ _____

2. COMPANY NAME AND ADDRESS _____

Tel No: _____ E-Mail: _____ Credit Limit £ _____

IMPORTANT! In order to process your application please attach:

- ☐ Copy of a current utility bill (i.e gas, electricity, telephone- not mobile phone) for your business.
- ☐ Copy of VAT Registration Certificate or latest VAT return.
- ☐ Company letter-head displaying Company Registration No and registered address.
- ☐ Copy invoice of delivery from two different trade suppliers (must be dated within the last 3 months)
- ☐ Latest management accounts.

TO BE COMPLETED BY A DIRECTOR/ PARTNER OR PROPRIETOR ONLY:

I/ We hereby confirm that I/ we agree to abide the company's terms & conditions of sale (copy available on request).

By signing this form, I/ we consent to Mac Contracting (Nottingham) Ltd t/a Avalon Building Supplies seeking references above.

Name (PRINT): _____ Position: _____

Signature: _____ Date: _____

Please note that completion of this form does not constitute acceptance of your application.

All credit limits are set by us or our agents and are subject for review at any time.

Completed Application forms should be sent as an attachment to E-Mail: julie@mac-contracting.com

Terms and Conditions of Sale

1. Definitions

- a) 'Company' means Mac Contracting (Nottingham) Limited, registered in England and Wales as Company Number 3356096.
- b) 'Customer' means any individual or firm that has purchased, or has offered to purchase Goods from the Company.
- c) 'Goods' means any products or services that the Company has sold or is proposing to sell to the Customer.
- d) 'Agreement' means any transaction or proposed transaction between the Company and the Customer relating to the sale/purchase of Goods.
- e) These terms and conditions shall apply to and be incorporated into every agreement between the Company and the Customer.
- f) These terms and conditions supersede any previous terms and conditions of the Company.
- g) These terms and conditions shall take precedence over any terms and conditions of the Customer and shall not be varied without the written or email consent of the Company.

2. Price

- a) Unless otherwise stated, prices for Goods quoted by the Company are exclusive of value added tax, delivery, and insurance.
- b) The Company shall be entitled to apply additional delivery charges where the Customer requests partial delivery of an order. Where partial delivery is not requested, the Company will wait until all Goods relating to an order are in stock before delivering to the Customer.
- c) Prices quoted are those current at the time of quotation. The Company shall be entitled to alter prices to those current at the time of order, or withdraw the quotation where the Goods can no longer be supplied.
- d) The Company shall be entitled to alter prices to correct errors or omissions.

3. Payment

- a) Credit accounts are offered subject to procedures set by the Company, which may be altered from time to time, and approval by us or our agents.. Any claim or dispute relating to any invoice or the debt should be promptly notified to us.
- b) No right of offset exists between credit account orders and non credit account orders.
- c) The Company will not deliver Goods before credit/debit card transactions have been authorised.
- d) The Company will not deliver Goods if it has any evidence or suspicion that a Customer is attempting to commit fraud or any other crime.
- e) The Company will pass on all information it holds to the police and/or other authorities where it has any evidence or suspicion that a Customer is attempting to commit fraud or any other crime.
- f) If, for any reason, full payment has not been received by the Company for Goods that are in the possession of the Customer, it reserves the right to charge interest on the outstanding amount from the date of delivery, on a daily basis, at 3% above the base rate of Barclays Bank plc.

4. Delivery

- a) All delivery dates quoted, whether verbally or otherwise are best estimates and are therefore not guaranteed. The Company shall have no liability for any delay in delivery or non-delivery or for any consequential cost or loss whatsoever.
- b) Delivery of Goods to the Customer's address or any other place requested by him shall constitute delivery and the risk passes upon such delivery to the Customer.
- c) Where partial deliveries are made, these terms and conditions shall apply to each partial delivery.

5. Discrepancies

- a) Any discrepancy or query in relation to goods received must be notified to the company in writing or by email as soon as practical and no later than three working days from delivery or expected delivery.
- b) Any discrepancy or query in relation to an order confirmation, invoice or credit note must be notified to the company in writing or by email as soon as practical and no later than 24 hours from receipt of document.

6. Loss or Damage in Transit

- a) The Company will not be responsible for damage or loss of Goods or part thereof in transit or for any discrepancy between the Goods delivered and the Goods ordered unless the Customer gives written or email notice of a claim to the Company within three working days of delivery or expected delivery.
- b) In the event of damage of Goods or part thereof in transit or for any discrepancy between the Goods delivered and the Goods ordered, the Customer must hold the Goods and make them available for inspection or collection by the Company or its representatives or agents on request.

7. Title

- a) Even where Goods have been delivered and the Customer is responsible for any loss, destruction of or damage to them, the legal and beneficial ownership of the Goods will remain with the Company until the Company has received payment in full of: -

- i) all amounts payable to the Company in relation to the agreement, and
- ii) all other amounts due from the Customer to the Company in respect of any and all other agreements.
- b) Until the Customer becomes the owner of the Goods in accordance with 6a) above, the Customer shall :-
- i) hold the Goods on behalf of the Company, who may, at any time and without prior notice, require the Customer to deliver the Goods back to the Company and, if it fails to do so, enter the premises where the Goods are situated with its representatives or agents to repossess the Goods;
- ii) not sell, part with possession of, use, or do anything else detrimental to the Company's ownership of the Goods and will ensure that they are kept separate from any other item, properly stored, protected and clearly identifiable as the Company's property, and are insured to their full replacement value against all normal comprehensive risks.
- c) After the Company has repossessed any Goods it may sell them and the proceeds of sale will belong to the Company absolutely and the Customer will have no right or interest in those proceeds. If the net proceeds received by the Company are less than the amount payable to it in relation to the agreement, it may recover the balance from the Customer.
- d) The Customer will become responsible for any loss, destruction of or damage to any Goods on their delivery.
- e) If ownership of the Goods has not passed to the Company, in the event of any loss, destruction of or damage, all insurance proceeds receivable by the Customer in respect of the Goods shall be held in trust by the Customer for the Company in a separate account and first be applied towards discharging any sums payable under the agreement.
- f) Even if ownership of the Goods has not passed to the Customer, the Company may recover all sums payable to it in relation to the agreement.

8. Cancellations and Returns

- a) The Customer is not entitled to cancel any order without the written or email consent of the Company. Where consent is granted, credit will be subject to a restocking fee of up to 15% (minimum £15). Consent may not be granted for special order items.
- b) Consent will not be granted for software licensing orders cancelled outside of the grace period stipulated by the relevant Vendor. The grace period varies from Vendor to Vendor and is available from any member of the Licensing Team on request.
- c) All requests to return goods must be made to the Company via www.bluesolutions.co.uk/returns.
- d) Returned goods will not be accepted without a valid Return of Materials Authorisation (RMA) number which will be issued by the Company if the return request is authorised. Returned goods must be received within seven calendar days of an RMA number being issued.
- e) Returned goods must be received suitably packaged, preferably in original shipping cartons, in as new condition, with the RMA number visible on the outside. The Customer is responsible for shipping and insuring returned goods.
- f) The Company reserves the right to replace or credit defective or damaged goods at its discretion.
- g) Unauthorised returns must be collected within seven calendar days of notification of ineligibility, after which they will be disposed of.

9. Guarantee

- a) If within twelve calendar months of being delivered, any defect in the Goods is discovered which is directly due to faulty materials or workmanship, the Company should be promptly notified. The Company will, at its option remedy the defect or damage by replacement or repair, or raise a credit note, as it considers appropriate and within reasonable time. If a credit note is raised, it will first be utilised against any existing indebtedness, then the balance refunded by the same payment method as the original order was placed.
- b) The guarantee will be subject to the following conditions :-
- i) it will not apply to defect or damage resulting from any alteration or modification of the Goods without the Company's prior written or email consent, incorrect storage, normal wear and tear, misuse, abnormal conditions of use, incorrect installation, maintenance or repair, use which is not in accordance with the manufacturer's instructions, any act or omission of the Customer or any third party or any fault in any other Goods or equipment.
- ii) Defective goods under warranty must be returned in accordance with Section 8(above).
- iii) The guarantee will apply to Goods replaced or repaired under the guarantee for the balance of the original guarantee period.

10. Exclusion of Liability

- a) The guarantee in condition 9 will be in substitution for all other terms, warranties and conditions, express, or implied, statutory or otherwise in relation to the Goods (except for the Company's title to them) which are hereby excluded to the fullest extent permitted by law.
- b) Neither the Company nor its representatives or agents will be liable in contract or in tort (including negligence) nor in any other way for any consequential or indirect loss, liability or damage or for any other claim for consequential compensation whatsoever (including loss of profit, costs, expenses or loss of data) arising howsoever from or in connection with the agreement or any breach or non-performance of any provision of it by the Company or any fault in or the supply, use, presence or resale of the Goods.
- c) Excluding the Company's liability arising in condition 9, all warranties or conditions implied by law regarding the Goods and without affecting conditions 9 a) and 9 b), the aggregate liability of the Company whether arising in contract or tort (including negligence) or otherwise howsoever for any loss, cost, damage, injury or liability (whether consequential or indirect or otherwise) resulting from or in connection with the agreement or any such breach or other matter as is referred to in Condition 9 b) will be limited to an amount equal to the net invoice value of the Goods.
- d) The limitation on any exclusion from liability contained in these Conditions shall be subject to the provisions of section 2(1) of the Unfair Contract Terms Act 1977.

11. Indemnity

- The Customer undertakes to the Company that it will immediately indemnify the Company against all proceedings, costs, fees, expenses, payments, liabilities, losses and damages arising out of the breach or negligent performance by the Customer of any terms of the agreement.

12. Website Use

- The Customer will take all reasonable steps to ensure that it's authorised website users do not disclose usernames or security passwords to any third party, whether an employee of the Customer or not. If the Customer becomes aware that there has been disclosure by any of its authorised users, the Customer must inform the Company immediately.

13. Photos and Other Information

- a) All photos, illustrations and other information contained on the website, sales literature and price lists are representative, for guidance only and do not form part of this agreement.
- b) The Customer should check specifications, compatibility, suitability and legality of Goods with manufacturers before ordering if in any way unsure. Any advice or opinion offered by the Company or its representatives or agents should not be relied upon to make a purchasing decision.

14. Trade Marks, Trade Names, Copyrights, Patents and Intellectual Property Rights

- a) The Customer acknowledges that rights in respect of trade marks, trade names, copyrights, patents and other intellectual property rights connected with the Goods do not pass to the Customer.
- b) Goods are not licensed by the Company and may require manufacturer's agreement or license for use or resale in certain markets.
- c) OEM Goods must be sold on to an end user with hardware by the Customer, in accordance with the manufacturers requirements.
- d) Goods must not be altered, sold or used in any way or in any country that was not intended by the manufacturer.

15. Force Majeure

- The Company will not be deemed to be in breach of any of its obligations under the agreement or otherwise be liable to the Customer as a result of any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond the Company's control. This includes, but is not limited to breakdown of plant or machinery, strike, industrial dispute, shortage or delay in receiving Goods, war (whether declared or not), terrorism, or Act of God. If any such event continues for more than 28 consecutive days, the Company may terminate the agreement by written or email notice to the Customer without prejudice to the accrued rights of either party.

16. Set Off

- The Company shall be entitled but not obliged at any time to set off any sum payable by or any liability of the Customer against any sum payable by or liability of the Company to the Customer. Any exercise by the Company of this right will be without prejudice to its other rights under the contract relating to the supply of the Goods.

17. Subcontracting

- The Company reserves the right to sub-contract any part of any work or supply of any Goods or services.

18. Construction and Use

- The Company shall not be responsible for adapting or modifying any Goods to conform to statutory requirements not current at the time of order.

19. Termination

- The Company shall be entitled by notice in writing or by email to terminate any agreement without prejudice to any claim or right the Company may otherwise make or exercise where :

- a) The Customer is in breach of any term, condition or provision of this agreement or required by law.
- b) The Customer shall go into liquidation, or if any petition or resolution to wind up the Customer shall be presented, or if a receiver is appointed, or if the Customer shall commit any act of bankruptcy.