

TRADE ACCOUNT APPLICATION FORM



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01709 278 668

JJGroup.co.uk

JJJ Group-UK

Unit 3 Alma Court Business Park, Alma Road, Rotherham S60 2HZ

PART 1:

COMPANY DETAILS	
COMPANY NAME	
ADDRESS LINE 1	
ADDRESS LINE 2	
POST CODE	
TELEPHONE NUMBER	
COMPANY NUMBER	
VAT NUMBER	
ACCOUNTS CONTACT	
ACCOUNTS EMAIL	
PURCHASING CONTACT	
PURCHASING EMAIL	

PART 2:

BANK DETAILS	
BANK NAME	
BRANCH	
SORT CODE	
ACCOUNT NUMBER	

PART 3:

TRADE REFERENCES	
COMPANY NAME 01	
REGISTERED ADDRESS	
CONTACT NAME	
CONTACT NUMBER	
COMPANY NAME 02	
REGISTERED ADDRESS	
CONTACT NAME	
CONTACT NUMBER	

PART 4:

FORM TO BE SIGNED BY A REGISTERED COMPANY DIRECTOR OR PERSON OF SIGNIFICANT CONTROL	
NAME	
POSITION	
DATE	
SIGNATURE	

TERMS & CONDITIONS

JJJ GROUP LTD

STANDARD CONDITIONS OF PURCHASE AND APPLICABLE TO ALL ORDERS AND CONTRACTS

DEFINITIONS:

In these conditions except where the context otherwise requires the following expressions have the following meanings:-

The Company means That JJJ Group LTD.

The Customer means the Company, person or firm dealing with the Company.

RULING CONDITIONS:

All contracts of sale made by the Company are subject to these conditions to the exclusion of any and all printed terms or conditions of the purchaser which shall not form part of the Contract. These conditions cannot be varied, suspended or added to except with the prior consent in writing of the Company.

PRICES:

(a) Unless agreed separately and in writing by the Company, the price of the goods shall be the price ruling at date of dispatch together with and VAT or government taxes.

PAYMENT:

(a) Except it be otherwise agreed in writing the Company, payment shall be made not later than the 30 Days from the Date shown on the invoice for the goods. In all cases where payment is not made by the due date, the Company reserves the right to charge interest at the rate of 2.5% a month or part of a month, on all sums overdue for payment, the amount of interest being payable in full on demand. The Company also reserves the right in such cases, exercisable with, or in lieu of the fore-going right, to suspend all deliveries of all goods to the Customer under this and/or any other contract, and/or to cancel any other contract with the Customer.

(b) Notwithstanding any statements to the contrary in any invoice or confirmation of sale note other document from the Company; the Company reserves the right to demand payment at any time.

(c) On any account not paid within our terms or trading we reserve the right to add to the account any costs incurred by us in instructing an agent or solicitor to act on our behalf in the recovery of the account.

RETENTION OF TITLE:

Until payment in full has been received by the Company for all goods whatsoever supplied at any time by us to the Customer:

Property in the goods shall remain in the Company and the Customer shall hold the goods as bailee on the Company's behalf.

The Customer shall subject to (c) and (d) below store the goods separately from other goods in the possession of the Customer.

The Customer shall be at liberty to sell the goods in the ordinary course of the business on the basis that all proceeds of the sale of such goods are the Company's property for which the Customer shall account on demand.

Notwithstanding that property in the goods has not yet passed, the Customer may incorporate the goods in or together with any product manufactured or assembled by the Customer in the ordinary course of its business. If the Customer sells any such product before property in the incorporated goods has passed, it shall do so as the Company's agent but the Customer's liability to account as agent for the proceeds of such sale shall be limited to the Company's invoice value of the goods so incorporated. If, before property in the goods passes any of the goods are incorporated in or together with any products manufactured or assembled by the Customer, the Customer shall maintain records sufficient to enable such products to be identified, and for the goods so incorporated to be identified, measured or otherwise quantified.

The powers of the Customer referred to in (c) and (d) above shall be determined:-

by written notice to the Customer if any payment for any goods whatsoever remains unpaid 14 days after becoming due to the Company.

Automatically if a receiver is appointed over any assets or undertaking or a winding-up order is made against the Customer or the Customer goes into voluntary liquidation or calls a meeting or makes any compensation with creditors or commits any act of bankruptcy.

Upon determination of the powers of the Customer referred to in (c) and (d) above the Customer shall place the goods at the Company's disposal and the Company shall be entitled to enter upon the premises of the Customer and remove goods including any goods which may have been incorporated into other products or affixed to realty.

RISKS:

Notwithstanding the property in the goods has not passed to the Customer risk in the goods shall pass to the Customer upon their delivery to or collection by the Customer.

DISCREPANCIES:

Discrepancies must be advised to us writing within 3 days of delivery. Claims outside this period cannot be considered. We must also be given the chance to inspect the re-count or re-weight.

GOODS RETURNED:

Any goods returned and accepted by us as defective or in accordance with order shall be replaced but shall not form the subject of claim for labour or other expenditure.

ADVICE:

Any advice or recommendation given orally or in writing by the Company, its servants or agents whether requested by the Customer or any other party or not is for guidance only and is not intended to be relied upon and the Company shall not be under any liability whatsoever in respect of any act or omission of any recipient (whether direct or indirect) or any such advice or recommendation or in respect of any loss whatsoever howsoever occasioned in any matter resulting there from.

TIME:

Time is not of the essence of any contract between the Company and the Customer, and the Company will not be liable for any delays in the supply and/or goods or any losses whatsoever due to any such delays howsoever caused. Dates for supply and/or delivery if quoted are for guidance only, but without any responsibility on the part of the Company whatsoever.

PROCESSING:

If it is agreed that the goods be processed the Company may arrange for such processing to be performed by a third party and if such case the operation shall be carried out on the Standard Terms and Conditions of the Third Party without any liability to the Company whatsoever.

LEGAL:

The construction validity and performance of the contract shall be governed by English Law.

COMPANY APPLICABLE:

JJJ Group LTD, Unit 3 Alma Court Business Park, Alma Road, Rotherham, South Yorkshire S60 2HZ
Company No: 12202685