

# APPLICATION FOR CREDIT ACCOUNT

(Please complete in Block Capitals)



<p>Company Name:</p> <p>Trading Address: <small>(address orders to be delivered to)</small></p> <p>Trading Status: <small>(eg Ltd, Partnership, Sole Trader)</small></p> <p>Nature of Business: <small>(eg Motorhome dealer, Retailer, Repairer, Boat Builder)</small></p> <p>VAT No:</p> <p>Company Registration No: <small>(If applicable)</small></p>	<p>Are you applying for? <span style="float: right;">Tick Box</span></p> <p>(A) Gaslow International Ltd <span style="float: right;">(        )</span></p> <p>(B) Tyron RunFlat Limited <span style="float: right;">(        )</span></p> <p>This is your principal area of trading but you will be able to purchase any products available from other group companies to your chosen account.</p>
<p>Telephone Number:</p> <p>Fax Number:</p>	<p>Email Address:</p> <p>Website:</p>
<p>Address to send Invoices:</p> <p>Address to send Statements:</p> <p>Staff Contacts: <small>Please complete contacts relevant to your company</small></p> <p>Owner:</p> <p>Maintenance Manager:</p>	<p>All invoices are sent electronically Invoicing Email Address:</p> <p>Would you prefer invoices to be sent via post <input type="checkbox"/> <small>(please tick)</small></p> <p>Site Manager:</p> <p>Accounts:</p>
<p>References: <small>Please complete two references</small></p> <p>Bankers:</p> <p>Account Number: <span style="margin-left: 200px;">Sort Code:        -        -</span></p>	
<p>Trade (1)</p> <p>Trade (2)</p>	<p>Tel: <span style="margin-left: 100px;">Fax:</span></p> <p>Tel: <span style="margin-left: 100px;">Fax:</span></p>
<p>Please note that accounts are 30 days net unless otherwise agreed. <b>IMPORTANT - PLEASE SCAN A LETTERHEADING TO <a href="mailto:sales@gaslow.co.uk">sales@gaslow.co.uk</a> OR SEND BY POST TO:</b> Gaslow International Limited, Castle Business Park, Pavilion Way, Loughborough, Leicestershire, LE11 5GW, UK</p>	
<p>Amount of Credit Required:</p> <p>Declaration - I agree to be bound by the Terms and Conditions listed and consent to Gaslow International Ltd contacting my bank for a reference if required.</p> <p>Signed:</p>	<p>Date:</p> <p>Position in Company:</p>

# CONDITIONS OF SALE

## 1. DEFINITIONS

In these conditions 'the Company' means Gaslow International Ltd/Tyron Runflat Limited, 'the Manufacturer' means the Manufacturer of the goods which are the subject of the Contract of Gaslow International Limited and Tyron RunFlat Limited and 'the Customer' means the party to whom the goods, which are the subject of the Contract of Sale, are sold.

## 2. FORMATION OF CONTRACT AND APPLICATION OF CONDITIONS

A quotation issued by the Company does not constitute an offer to supply goods and no order placed in response to the Company's quotation will be binding unless accepted by the Company in writing.

These terms and conditions apply to the exclusion of and supersede all other terms, conditions and warranties, express or implied, including the exclusion of any conditions of order or purchase of the Customer, unless expressly accepted in writing by the Company as part of the Contract.

## 3. CREDIT ACCOUNTS

Credit accounts are opened on receipt of satisfactory trading references. Pending confirmation of opening a credit account, the Company will supply only on C.O.D. Or cash with order terms. Credit terms may be withdrawn without prior notice whether or not there has been a default and payment may be required as a pre-condition of delivery, failing which the Company may cancel the Contract and/or suspend delivery pending payment.

## 4. LIMITATION OF LIABILITY

- (i) Save as expressly provided by these conditions, the Company shall be under no liability whatsoever in tort or in contract or otherwise for any loss or damage whatsoever suffered by the Customer or by any third party in relation to the goods supplied under this contract.
- (ii) No warranty express or implied, is given by the Company as to the quality, suitability or fitness for any particular purpose or use under particular conditions of the goods supplied under the Contract, notwithstanding that such purpose or conditions may be known or shall have been known to the Company, save as may be provided by statute.
- (iii) The Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities whether direct or consequential.

## 5. WARRANTY

- (i) The Company warrants that it will, so far as it is able to do so, give the Customer the benefit of any express guarantee or warranty by the Manufacturer or supplier of the goods and of any rights which the Company has against the Manufacturer or supplier.
- (ii) The Company warrants that, where it is unable to give the Customer the benefit of any express guarantee or warranty by the Manufacturer or supplier, it will (at the Company's option) either replace or repair any goods which are found within 4 weeks of delivery to the Customer to be defective provided any such defect is notified to the Company within 7 days of the date on which such fault was discovered or ought reasonably to have been discovered and the defective goods, if so requested by the Company, are returned carriage paid by the Customer to the premises or the Company.
- (iii) The Customer's remedies in respect of any claim against the Manufacturer or supplier as aforesaid or under the foregoing express warranty or any claim in respect of the goods (whether or not involving negligence or breach of contract on the part of the Company) shall be limited to the enforcement, by the Customer, of the above mentioned liabilities of the Manufacturer or supplier or replacement or repair as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the warranty period.
- (iv) The aforesaid warranties shall be rendered invalid by any misuse of the goods or the use of the goods after any defect has been or ought reasonably to have been discovered.
- (v) This warranty is not capable of assignment by the Customer.

## 6. RETENTION OF TITLE

The risk in the goods shall pass from the Manufacturer to the Customer upon delivery of such goods to the Customer. 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 Customer until the Manufacturer has received in cash or cleared funds payment in full for all goods delivered to the Customer under this and all other contracts between the Manufacturer and the Customer 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 Manufacturer and the customer under which the goods were delivered.

## 7. RISK

The risk in the goods will pass to the Customer at the time of the delivery.

## 8. DELIVERY

- (i) The time of delivery is the time at which the goods are ready for transportation from the premises of the Manufacturer or supplier or, where delivery is to be made from the premises of the Company, from the premises of the Company.
- (ii) The Company will use its reasonable endeavors to ensure that goods are ready for delivery at the time agreed but time is not of the essence for delivery and the Company shall not be liable for non-delivery or delays in delivery caused by factors beyond its complete control, including strikes or other industrial action, failure of plant or machinery, any delays caused by the Manufacturer or supplier of the goods, intervention of Government, fire, accident, Act of Gods or other forces.
- (iii) The Customer shall not be entitled to repudiate the Contract or order by reason of any delay in delivery or to cancel any order from the Customer or to reject any delivery.
- (iv) Cancellations or amendments to order may not be made by the Customer without the Company's agreement in writing and upon terms which will indemnify the Company for its loss.
- (v) The Company reserves the right to, make delivery by installment and each installment shall be deemed to be sold under separate conditions, and no failure of or delay of any installment nor any defect in the contents thereof shall entitle the Customer to treat the Contract as repudiated with regard to any remaining installments.
- (vi) Non-delivery of goods must be notified in writing to the Company within 7 days of anticipated arrival. Partial delivery must be reported in writing to the Company within 3 days of delivery.
- (vii) Items included in the Company's regular stock range will be accepted for return only with the prior written agreement of the Company (providing these are unused and remain in their original packaging). Non-stock items or specially manufactured items will not be accepted for return unless the Manufacturer concerned gives his prior written agreement. However in all cases of goods returned an inspection, handling, re-working and re-packing charge will be deducted from the credit due to the Customer, which will normally be based on the price originally paid. The re-stocking charge and any sums unpaid in respect of the returned goods will be payable by the Customer at the time of return.
- (viii) The Company accepts no responsibility for any damage or loss in transit.

## 9. CARRIAGE/PACKING CHARGES

A carriage and packing charge will be payable by the Customer on all orders unless expressly waived by the Company.

## 10. PRICE

- (i) In addition to the price quoted, the Customer shall pay any charges incurred by the Company in respect of the transportation of the goods from the premises of the Manufacturers to the Company and/or the Customer, including but not limited to import and customs duty, storage and forwarding charges.
- (ii) If the cost of the goods to the Company shall increase at any time between the date of quotation and payment in full by the Customer by reason of fluctuation in exchange rates, increase in the Manufacturer's price, variation in rates of duty or any other reason whatsoever, the Company shall be entitled to increase the price of the goods to the Customer to take account of such increase in costs. The Company may amend the price to take into account any accidental error therein or any variation in the Contract agreed with the Customer.
- (iii) Prices are subject to change without notice and goods will be invoiced at prices ruling at date of dispatch. V.A.T. where applicable will be charged in addition.

## 11. PAYMENT

- (i) Terms of payment are nett cash within 30 days of receipt of goods or the date of invoice whichever is the later. These terms shall be strictly adhered to and no variation will be permitted unless expressly agreed in writing by the Company. The Company shall be entitled to charge interest at Bank of England Base Rate (from time to time) plus 5% per annum on overdue amounts.
- (ii) The Customer shall not be entitled to and shall not make any deduction from any payment due to the Company.
- (iii) In regard to the payment time shall be of the essence and due payment of the price and each installment thereof shall be a condition precedent to the liability of the Company in respect of the goods and to the warranty in respect thereof.
- (iv) Failure to pay for any goods or for any delivery or installment shall entitle the Company to suspend further deliveries on the same order and on any other order from the Customer without prejudice to any other right the Company may have.

## 12. SPECIFICATION

The Company reserves the right to vary from time to time the specification of the goods as set out in its catalogue, website or other literature and the Customer shall remain bound to accept delivery thereof unless the variation shall be fundamental to the performance of the goods.

## 13. COPYRIGHT

The Company reserves the right of ownership in all plans, designs, drawings, samples and specifications relating to the goods and such documents shall not be copied, reproduced, assigned, transferred or shown to third parties without the consent of the Company.

## 14. TERMINATION

- (i) If any distress or execution is threatened or levied upon the Customer, his property or assets or if the Customer makes or offers to make any composition with creditors or commits any act of bankruptcy or has a receiving order made against him or, being a limited company, if the Customer is liquidated or wound up or has a petition for winding up presented against it or pass a resolution for a voluntary winding up (otherwise than for the purpose of a reconstruction) or if a receiver is appointed then, without derogating from any rights of the Company and without discharge or prejudicing any pre-existing liability of the Customer to the Company the Contract and all other contracts between the Customer and the Company shall be determined absolutely and accept as herein mentioned neither party shall have any rights under this agreement.
- (ii) If at any time the Customer shall default in the payment of any sums due hereunder, the Company may without prejudice to its claim for sums due or for damages for breach of this agreement terminate the Contract and any other contracts between the Customer and the Company.
- (iii) In the event of termination under (i) above or termination under (ii) above and without previous notice demand and notwithstanding that the Company may have waived some previous default of the Customer, the Customer will pay the Company
  - (a) all sums owing to the Company under the Contract and any other contracts, whether due for payment or not.
  - (b) interest at the rate of 1.5% per month from the date of termination (the Customers liability hereunder being deemed to have arisen immediately before and not after termination of the Contract) until payment.
  - (c) by way of agreed damages for the further loss to the Company the sales value of all outstanding orders placed by the Customer with the Company less an amount equivalent to the purchase cost to the Company of the goods the subject of the orders.

## 15. GENERAL

- (i) Any notice required to be given hereunder shall be sufficiently given if forwarded by first class post or by facsimile provided subsequent confirmation is sent by first class post to the last known address of the Company or the Customer. Every notice shall have been deemed to have been received and given two business days of posting.
- (ii) No forbearance, indulgence or relaxation on the part of the Company granted to the Customer or in enforcing any of these terms and conditions shall in any way affect the right of the Company or operate as a waiver of any breach of these terms and conditions by the Customer.

## 16. PROPER LAW

These conditions shall be governed by English Law and subject to the jurisdiction of the English Courts.