



**Builders' Supplies Limited**



Building



Civils



Landscaping

# CREDIT ACCOUNT APPLICATION FORM

+

# TERMS AND CONDITIONS

- - - - -

Please complete all relevant sections and return to;

**Forward Builders Supplies Ltd  
Bridges Road  
Ellesmere Port  
Cheshire  
CH65 4EQ**

[accounts@forwardbs.co.uk](mailto:accounts@forwardbs.co.uk)

## Section 1 - (for non-limited companies)

|               |  |           |  |
|---------------|--|-----------|--|
| Trading Name: |  | Tel No:   |  |
| Address:      |  |           |  |
|               |  | E-mail:   |  |
|               |  | Website:  |  |
|               |  |           |  |
| Post Code:    |  | Year Est: |  |

### Full name and private address of all partners, sole traders and individuals;

|            |  |            |  |            |  |
|------------|--|------------|--|------------|--|
| Title:     |  | Title:     |  | Title:     |  |
| Initials:  |  | Initials:  |  | Initials:  |  |
| Surname:   |  | Surname:   |  | Surname:   |  |
| Address:   |  | Address:   |  | Address:   |  |
|            |  |            |  |            |  |
|            |  |            |  |            |  |
|            |  |            |  |            |  |
| Post Code: |  | Post Code: |  | Post Code: |  |

## Section 2 - (for limited companies)

|               |  |                |  |
|---------------|--|----------------|--|
| Trading Name: |  | Tel No:        |  |
| Address:      |  |                |  |
|               |  | E-mail:        |  |
|               |  | Website:       |  |
|               |  |                |  |
| Post Code:    |  | Year Incorp'd: |  |

### Registered office address if different from above;

|            |  |              |  |
|------------|--|--------------|--|
| Address:   |  | Co. Reg. No: |  |
|            |  | Co. VAT No:  |  |
|            |  | Turnover:    |  |
|            |  |              |  |
| Post Code: |  |              |  |

### Director's details;

|            |  |            |  |            |  |
|------------|--|------------|--|------------|--|
| Title:     |  | Title:     |  | Title:     |  |
| Initials:  |  | Initials:  |  | Initials:  |  |
| Surname:   |  | Surname:   |  | Surname:   |  |
| Address:   |  | Address:   |  | Address:   |  |
|            |  |            |  |            |  |
|            |  |            |  |            |  |
|            |  |            |  |            |  |
| Post Code: |  | Post Code: |  | Post Code: |  |

### Section 3 - (to be completed by ALL applicants)

|                          |   |                     |  |
|--------------------------|---|---------------------|--|
| Credit limit requested;  | £ | Order numbers used? | Yes: - <input type="checkbox"/> No: - <input type="checkbox"/> |
| Trade reference 1;       |   | Trade reference 2;  |  |
| Trading Name:            |   | Trading Name:       |  |
| Address:                 |   | Address:            |  |
|                          |   |                     |  |
|                          |   |                     |  |
| Post Code:               |   | Post Code:          |  |
| Tel No:                  |   | Tel No:             |  |
| <b>Banker's details;</b> |   |                     |  |
| Name:                    |   | Account Name:       |  |
| Address:                 |   | Account No:         |  |
|                          |   | Sort Code:          |  |
|                          |   |                     |  |
|                          |   |                     |  |
| Post Code:               |   |                     |  |

### Section 4 - (keeping in touch by email – a greener alternative)

Communication via email is faster, cheaper and healthier for the environment than traditional postal mail. Forward Builders Supplies Ltd take our environmental responsibility seriously and are committed to reducing our carbon footprint by way of paper consumption by using email as our preferred method of document transmission.

If you have the capacity to accept emails, please support us by opting to receive your accounts documents (invoices, credits, statements, etc.) in this format by providing us with your most relevant accounts Email address below: -

|   |  |               |  |
|---|--|---------------|--|
| Accounts Email:   |  | Contact Name: |  |
| Why not help us keep you informed of our fantastic special offers and new product lines by opting in providing us with your most relevant buying department email addresses below: - <input type="checkbox"/> |  |               |  |
| Buying Email 1:   |  | Contact Name: |  |
| Buying Email 2:   |  | Contact Name: |  |
| Buying Email 3:   |  | Contact Name: |  |

### Section 5 - (to be completed by ALL applicants)

**Declaration ~**

- I/We are authorized to apply for credit facilities, and confirm the details provided are correct.
- I/We agree that the account shall be operated under Forward Builders Supplies Ltd's standard terms and conditions enclosed.
- I/We agree to pay the account in full by the last working day following the month of invoice (i.e 30 days from end of month).
- I/We authorize Forward Builders Supplies Ltd to make enquiries in connection with this application.
- I/We understand Forward Builders Supplies Ltd shall monitor and record information relating to trade credit performance and such records will be made available to other organizations to assess applications for credit (e.g trade reference request)

|            |  |           |  |
|------------|--|-----------|--|
| Signature: |  | Position: |  |
| Print:     |  | Date:     |  |

## **STANDARD CONDITION OF SALE CONTRACT**

### **DEFINITIONS –**

*"The company", "we", "our" or "us" refer to **Forward Builders Supplies Limited**, Co. Reg No. **02119338***

*"The buyer", "the customer" or "you" refer to the individual, company or other legal entity purchasing goods from the above.*

### **1. GENERAL –**

- 1.1. These conditions form the sole conditions applicable to any contract entered into by us and no warranty, conditions, or description of representation inconsistent with these conditions is given or implied from anything stated or written prior to the conclusion of any contract that may arise as a result of our quotation.
- 1.2. Any conditions of sale or purchase conflicting with these conditions shall not apply to the goods sold and these conditions shall prevail and any acceptance of the goods from us by you implies acceptance of these conditions.

### **2. PRICES –**

- 2.1. The price and terms of our quotation are based on conditions ruling at the date thereof and are subject to alteration at any time.
- 2.2. Your acceptance of our quotation or any part supply against it does not bind us to execute the whole or any part of your order and we reserve the right to provide goods at the current ruling prices at the date of supply.
- 2.3. Any typographical error or clerical omission in any sales literature, quotation, price list or other document issued by us may be corrected without liability on our part and we reserve the right to correct any pricing errors on invoices retrospectively.

### **3. PART ORDERS –**

- 3.1. In the event of the whole order not being placed with us, we reserve the right to revise our prices.

### **4. SAMPLES AND ADVICE –**

- 4.1. Samples submitted are representative only and materials supplied may show slight variation in substance, performance, colour, dimension or other characteristic and no claim will be accepted in respect of these variations.
- 4.2. Any estimates of quantities required or any counsel or recommendation given as to the suitability of goods for a particular purpose is for guidance only and is given without liability on our part.

### **5. CANCELLATION –**

- 5.1. Contracts and orders may not be cancelled unless written permission is obtained and then only on terms which will indemnify us against loss.
- 5.2. Goods made to special order cannot be cancelled under any circumstance.

### **6. DELIVERY –**

- 6.1. We do not undertake to deliver or collect any goods over surfaces we consider to be unsuitable. If a vehicle used for performing our contract for the delivery or collection of goods is forced to utilise such surfaces then the customer will be solely responsible for any accident, injury, loss or damage to the said goods, said vehicle, our employees, or otherwise resulting in consequence.
- 6.2. It is the customer's responsibility to inform us of any access restrictions (e.g. low bridges, weight limits, etc).
- 6.3. It is the customer's responsibility to provide free of charge the means required for offloading of all deliveries.
- 6.4. Where goods are delivered by instalments, each delivery shall be deemed to constitute a separate enforceable contract.
- 6.5. We reserve the right to pass on costs incurred by us due to redirected, aborted or delayed deliveries where culpability lies with you.

### **7. FAILURE TO SUPPLY / FORCE MAJEURE –**

- 7.1. We accept no responsibility for failure to supply or for delay in supplying any materials or goods which may be due directly to any cause or circumstance beyond our control.

### **8. DEFECTS –**

- 8.1. All goods sold to us shall carry the same guarantee as is given to us by the manufacturers or suppliers thereof and we shall be under no other liability whatsoever.

### **9. INVOICE QUERIES –**

- 9.1. Any disputes concerning goods supplied must be made in writing within 7 days of receipt of goods.

**10. TERMS OF PAYMENT –**

10.1. Payment shall be made in full in accordance with the credit terms agreed, failing which;

- i. The company shall be entitled to withdraw all credit facilities at any time and to suspend further supply of materials under this or any other contract with the buyer.
- ii. The price of all goods already supplied shall immediately become due and payable without regard to credit terms previously agreed.
- iii. The buyer's right to discount (if any) shall be forfeited.
- iv. The buyer shall pay interest on the amount outstanding at the rate provided for under Late Payment Legislation prevailing at the time.

10.2. Should payment remain in arrears more than 7 days after final written demands be made;

- i. The company shall have the right to sell to third parties the outstanding balance hereunder or under any contract and in any case without prejudice to any claim by the company against the buyer for repudiation of contract or otherwise.

**11. CREDIT INSURANCE –**

11.1. Should credit insurance cover ever be removed or reduced by our insurance providers we reserve the right to modify our credit limits with immediate effect without penalty from the buyer. We will however, confirm such circumstances directly to the credit account holder concerned.

**12. TITLE AND RISK –**

12.1. Risk in the goods shall pass to the customer when the goods are supplied.

12.2. The property in the goods shall remain ours until the buyer has paid in full all sums due to us whether in respect of this contract or otherwise.

12.3. Until title passes: -

- i. You shall hold the goods as our fiduciary agent and bailee.
- ii. You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the goods.
- iii. We agree that you may use or agree to sell the goods as principal and not as our agents in the ordinary course of your business subject to the express condition that at our discretion the entire proceeds of any sale or insurance proceeds received in respect of the goods are held in trust for us and not mixed with any other monies or paid into an overdrawn bank account and shall at all times be identifiable as our money.
- iv. We shall be entitled at any time to recover any or all of the goods in your possession to which we have title and for that purpose we, our employees or agents may, with such transport as necessary, enter upon any premises occupied by you or to which you have access and where the goods may be or are believed to be situated.

**13. RETURNS –**

13.1. Goods may only be returned by prior agreement and you must contact the company in advance to arrange.

13.2. Damaged, opened, out of date or goods deemed unfit for re-sale for any reason will not be accepted.

13.3. Goods made to special order cannot be returned under any circumstance.

13.4. Goods returned due defect, damage or being unfit for purpose will be refunded in full.

13.5. Goods returned due to disorder, over order or no longer required will be refunded in full (subject to prior inspection) but the customer will be liable for cost incurred for their return, including return haulage and restocking charges where applicable.

**14. DISTRIBUTORS –**

14.1. Being distributors of materials only, we cannot agree to be nominated as sub-contractors.

**15. OFFSETS AND COUNTER CLAIMS –**

15.1. The buyer shall not be entitled to withhold payment of any amount payable under a contract because of any disputed claim of the buyer in respect of faulty goods or any other alleged breach of the contract.

15.2. The buyer shall not be entitled to offset or contra any amounts payable under the contract against monies presently payable by the company without express permission from the company.

(23/03/2021)