

# EURO FENCE COATINGS LTD.

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Company Registration No. 3830280 VAT No. 734 3296 31

## CREDIT ACCOUNT APPLICATION FORM

Company Name: ..... Trading As: .....

Address: ..... Tel: .....

Fax: .....

VAT No. ....

Email: .....

Post Code: .....

Nature of Business: .....

Company No: .....

Years Traded: .....

If Sole Trader / Partnership:

Name & Address: .....

Tel: .....

Fax: .....

Post Code: .....

Trade Ref 1: .....

Trade Ref 2: .....

Post Code: .....

Post Code: .....

Tel: .....

Tel: .....

Fax: .....

Fax: .....

Purchasing Contact: .....

Accounts Payable Contact: .....

Monthly Credit Required: .....

Bank Name: .....

Account Name: .....

Address: .....

Account No.: .....

Branch Code: .....

Years Banked: .....

Post Code: .....

I HEREBY AGREE TO ABIDE BY THE TERMS AND CONDITIONS

Signature: .....

Print Name: .....

Position in Company: .....

Date: .....

PLEASE NOTE OUR TERMS OF PAYMENT ARE 30 DAYS NETT FROM END OF THE MONTH



## TERMS OF BUSINESS

- 1 a Euro Fence Coatings Ltd. only accepts orders on the basis of these terms and where applicable the Special Conditions of the quotation which together supersede all representations, negotiations and orders and constitute the entire Agreement between the parties to the exclusion of all other terms, conditions and warranties whatsoever and whether appearing in the customer's order form or otherwise.
- 1 b Customers should always obtain a written quotation from Euro Fence Coatings Ltd..
- 1 c Customers are warned that deliveries to Euro Fence Coatings Ltd. of articles for processing are accepted only on the basis of any ruling quotation and these Terms, or in the absence of any ruling quotation then safety on these Terms.
- 1 d No condition in any order form or despatch note of the customer shall bind Euro Fence Coatings Ltd. without it's written agreement
- 1 e The processing by Euro Fence Coatings Ltd. of the customer's article shall not be deemed acceptance by Euro Fence Coatings Ltd. of any conditions sought to be imposed by the customer by virtue of its order form or despatch note.
- 2 a Quotations remain firm (subject to Clause 2b below) for 30 days from their date unless otherwise stated on the particular quotation form. Euro Fence Coatings Ltd. may withdraw a quotation at any time before the customer accepts. The customer's acceptance shall be either by notice to Euro Fence Coatings Ltd. or by delivery of the articles covered by the quotation. Quotations based on drawings without samples of the articles to be processed are provisional and subject to Euro Fence Coatings Ltd. confirmation on receipt of the sample of the articles in question.
- 2 b All quotations are based on the current costs to Euro Fence Coatings Ltd. of labour and materials as at the date of the quotation. In the event of any increase in these costs Euro Fence Coatings Ltd. reserves the right to increase its price accordingly.
- 3 a Payment. Payment shall be made by account by the end of the month following the month of delivery against invoice. Customers who do not have approved accounts with Euro Fence Coatings Ltd. shall pay cash on delivery or against proforma invoices.
- 3 b No discount is payable in respect of payments by the due date but where payment is not made by the due date Euro Fence Coatings Ltd. may without prejudice to its other remedies under these Terms charge interest from the due date on the overdue payment at the rate of 1.5% per month or 2.5% per annum above Euro Fence Coatings Ltd. minimum lending rate.
- 4 a Delivery. Euro Fence Coatings Ltd. shall make all reasonable efforts to deliver the material within the time stipulated in the quotation or otherwise agreed in writing by Euro Fence Coatings Ltd. but these times or dates are given and intended only as an estimate.
- 4 b Euro Fence Coatings Ltd. shall not be responsible for any loss or damage indirect or direct caused to the customer by reason of the late delivery.
- 4 c Unless the point of delivery is within an area normally served by Euro Fence Coatings Ltd.'s own transport carriage charges will be invoiced at cost.
- 5 Lien. Euro Fence Coatings Ltd. has a general lien on all goods and articles of the customer whether in its possession or not for all monies due from the customer whether in previous agreements or otherwise. Where Euro Fence Coatings Ltd. supplies metals or fabricated parts, title shall only pass to the customer on payment to Euro Fence Coatings Ltd..  
  
If subsequently the customer goes into receivership/liquidation or notice of the meeting of creditors or any arrangement with creditors whatsoever voluntary or involuntary the title of the goods will pass to Euro Fence Coatings Ltd. for unpaid goods.
- 5 a Wastage. In the treatment of large quantities of material some wastage will take place and by trade custom due allowance for this wastage should be made by the customer. Accordingly Euro Fence Coatings Ltd. shall have no liability for wastage to the extent that it is reasonable in all the circumstances.
- 5 b The extent of the wastage will depend on the nature of the article and the processing and finish required.
- 5 c Customers should in discussing any quotation with Euro Fence Coatings Ltd. obtain an estimate of the wastage customary in the processing of that particular kind of article. Any estimate given by Euro Fence Coatings Ltd. in this regard is given purely as a guide.
- 6 a Quality. In the event that the customer is dissatisfied with the quality of the finish and work carried out by Euro Fence Coatings Ltd. the customer shall give immediate written notice to Euro Fence Coatings Ltd. to enable the complaint to be investigated before the remainder of the delivery is used or returned.
- 6 b If the complaint in Euro Fence Coatings Ltd. reasonable opinion is upheld then Euro Fence Coatings Ltd. shall at its opinion reprocess the goods free of charge. The customer however will have no recourse to claim direct or indirect loss of costs as a result thereof.
- 6 c Customer should satisfy itself as to the quality of the goods/process before despatching goods to their final destination. Euro Fence Coatings Ltd. will bear no responsibility for the direct or indirect loss/cost suffered by the customer as a result of faulty goods being despatched.
- 6 d The customer has selected Euro Fence Coatings Ltd. to process on its own appraisal.
- 6 e In no event shall Euro Fence Coatings Ltd. be liable for rejects arising from unsuitable fabrication or faulty material but shall be entitled to charge for processing or any additional costs incurred thereby.
- 7 Notice of Claims. Any claim by the customer in respect of work carried out by Euro Fence Coatings Ltd., its servants or agents Shall be notified to Euro Fence Coatings Ltd. in writing by the customer within ten days of the date of delivery of the material to which the claim relates except in the case of successive or instalment deliveries of the same finish where the claim must be made within three days or else subsequent deliveries will be to the same standard
- 7 a Any claim by the customer in respect of non delivery of the whole or any part of the delivery of the goods shall be notified to Euro Fence Coatings Ltd. in writing by the customer within ten days or the relevant advice of despatch or receipt of that part of the delivery as the case may be.
- 7 b Any claim by the customer for damage in transit, distribution, misdelivery, delay or deterioration shall be notified both to the carrier and to Euro Fence Coatings Ltd. in writing by the customer otherwise written on the carriers documents within three days of the date of delivery to which the claim relates.
- 7 c The customer shall not receipt the carrier in good condition if there is any evidence of injury to packing, crating or contents upon the customer's reasonable inspection on delivery but shall give a receipt according to the facts which its own examination discloses.
- 8 Risk. The risk in the goods to be processed by Euro Fence Coatings Ltd. Shall at all times remain with the customer and shall not pass to Euro Fence Coatings Ltd. on delivery to Euro Fence Coatings Ltd., or on processing and accordingly no claim for damage to or loss of goods or part thereof in transit will be considered by Euro Fence Coatings Ltd. unless the special conditions on the quotation specially provide for the risk to remain with Euro Fence Coatings Ltd. until delivery to the customer or its agents and then only if the customer complies with the preceding clause relating to notice of claims.
- 8 a Separability. Any delivery or consignment of the goods under these terms shall be deemed to constitute a separate contract to which these terms shall apply including those relating to payment Failure to make a delivery shall not terminate this agreement as to other deliveries. Euro Fence Coatings Ltd. may at its discretion make instalment deliveries whether or not these are provided in the quotation.
- 8 c Cancellation. Euro Fence Coatings Ltd. may immediately cancel the contract as to any future deliveries if the customer fails to comply with any of its obligations hereunder or becomes bankrupt or makes an assignment, agreement or composition with its creditors or suffers distress or process of execution to be levied on its property or has a receiver appointed for all or part of its undertaking or assets or goes into liquidation (except for the purpose of reconstruction or amalgamation)
- 9 a Euro Fence Coatings Ltd. reserves similar rights of cancellation if it appears provable or likely to Euro Fence Coatings Ltd. that any of the above events will occur.
- 9 b Euro Fence Coatings Ltd. expressly reserves the right to suspend or terminate this Contract as to future deliveries where payment is not paid by the due date notwithstanding that the customer has paid interest pursuant to clause 3b above.
- 9 c Customers Cancellations. Where Euro Fence Coatings Ltd. has notified its acceptance of the customers order or where the customer has without formal order delivered goods to Euro Fence Coatings Ltd. for processing and the customer subsequently cancels or postpones its order or otherwise terminates any implied agreement with Euro Fence Coatings Ltd. the customer shall compensate Euro Fence Coatings Ltd. to the extent of any costs or charges incurred by Euro Fence Coatings Ltd. by reason of the cancellation or postponement together with all costs by Euro Fence Coatings Ltd. up to the date of cancellation. For the removal of doubt these costs include the costs to Euro Fence Coatings Ltd. of any special chemicals, paint powders, dyes and jigs purchased by Euro Fence Coatings Ltd. in order to fulfil the customers order. Should Euro Fence Coatings Ltd. subsequently be able to dispose of these items then the customer (provided it has compensated Euro Fence Coatings Ltd. pursuant to this clause) shall be credited with the amount received on the disposal but not exceeding the amount of compensation.
- 10 Euro Fence Coatings Ltd.'s liability in respect of each delivery shall in no case exceed the processing costs of that delivery.
- 11 Proper Law. The agreement between Euro Fence Coatings Ltd. and the customer shall be governed by and constituted according to the laws of England which shall be the proper law.