



CREDIT ACCOUNT APPLICATION FORM

Full Company Name

Company Address	
Post Code	Years Trading

Telephone No.

Fax No.

Email

Company Reg. No.

Partnership or Sole Trader, Please give details of names etc.

Name on Bank

Sort Code

Account Number

Credit Limit Required £

Trade Reference 1

Trade Reference 2

PLEASE SUBMIT COMPANY LETTERHEAD WITH THIS

Darlaston Builders
Merchants Pinfold
Street, Darlaston
Wednesbury, WS10 7RD
Tel 0121 526 2449 Fax 0121 568 6791
Email: salesledger@dbmdiy.com

Conditions of Sale

1. GENERAL

All quotations issued or any official orders received and accepted by the Company, whether by telephone, fax, email or post, shall be deemed to be an acceptance of these terms and conditions. No variation or modification, of, or substitution for, such terms and conditions shall be binding on the company unless expressly accepted by the company in writing, prior to the supply of any goods. Any specific terms and conditions contained within the buyer's order which are inconsistent with these conditions shall be of no effect.

2. PRICES

Prices charged are those ruling at the date of despatch of the goods. All prices are subject to alterations without notice. In the event of any alterations being required by the customer in design or specification, the company shall be entitled to make an adjustment of the contract price corresponding to such alteration.

3. DELIVERY

The rate or time of delivery stated by the company in relation to any transaction is given as accurately as possible but no guarantee or warranty as to rate or time of delivery is given or implied. However, the company will use its best endeavours to comply with any dates for dispatch or general delivery instruction given by the customer. Should the company fail to comply with any such instruction, the customer shall not be entitled to cancel the contract in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting there from. The company may at any time withhold delivery of the goods to the customer pending payment of any sums due from the customer to the company under this or any other contract.

4. DAMAGE OR LOSS IN TRANSIT

The company cannot accept responsibility for material damaged or lost in transit unless this company and the carriers are notified of the complaint in writing within three days of receiving the material and adequate opportunity of inspection is given. In the case of non-delivery notification must be made in writing within seven days of the date shown on the advice note/Delivery note.

5. DEFECTIVE MATERIAL

Responsibility will not be accepted for loss or damage consequential or otherwise occasioned by defect or errors in quality or measurements of goods supplied. Any goods returned and accepted, by the company as defective or inaccurate will be replaced but shall not form the subject of any claim whatsoever. The company does not hold itself responsible for any expense which customers may incur in respect of the rectification or replacement of any goods unless they have instructions from this company in writing to incur such expenditure. In the event of any claim, seller's liability shall in no circumstances exceed the invoice price of the defective goods. All goods supplied by the company are within usual trade tolerances as to dimension, product quality and finish.

6. CANCELLATION

Under no circumstances may an order be cancelled without the written consent of this company and without adequate compensation for the expenses incurred in connection with the contract.

7. PAYMENT OF ACCOUNTS

Terms are specifically net monthly account (unless otherwise agreed in writing by the company), payment being due within 30 days following the end of the month in which dispatch is affected; Payment at due date is a condition precedent to subsequent deliveries and time of payments is at the essence of the contract. Failure to pay accordingly will at seller's option relieve them from making further deliveries but sellers shall nevertheless be entitled to claim against the buyers for any loss or damage sustained in consequences of the non-completion of the contract. Interest will be due on all overdue accounts at the rate of 3 percent above the National Westminster Bank Limited base rate calculated from the day on which the same became overdue. The purchaser shall not be entitled to withhold payment of any amount payable under the contract to the seller because of any disputed claim of the buyer in respect of defective goods or any other alleged breach of contract nor shall the buyer be entitled to any right of set off or counterclaim against any monies owed to the seller for any goods invoiced to the purchaser.

8. OWNERSHIP OF THE GOODS

The ownership of goods delivered by the company will only pass to the buyer at such time as the buyer has paid the full purchase price for the goods to the company. Including all other sums outstanding from the buyer to the seller together with any debts/liabilities arising out of any contract with the seller. Until the time of the payment in full of the purchase price of the goods, the buyer is required to store the goods in such a way as to clearly indicate that they are property of the company. In the case of non-payment, we shall be entitled to repossess the goods by entering any land or premises on or in which the goods are situated or to trace the goods or the proceeds of sale in your hands or in the hands of any liquidator or receiver.

9. Risk in respect of goods shall pass to the buyer on delivery or after collection from our premises.

10. The above conditions include all conditions and warranties statutory or otherwise.

11. No representation or statement made or purporting to be made by any person on our behalf shall be binding unless subsequently confirmed in writing by us.

12. Any contract shall be governed by English law.

13. The "Company" being Darlaston Builders Merchants Limited.