

CREDIT APPLICATION FORM

TRU PLASTICS LIMITED
BAILEY BROOK HOUSE PLASTICS LIMITED
AMBER DRIVE
LANGLEY MILL
NOTTINGHAM
NG16 4BE
TEL: 01773 718355 FAX:01773 533483

COMPANY NAME & ADDRESS	INVOICE ADDRESS (IF DIFFERENT)
TELEPHONE:	YEAR ESTABLISHED
FAX:	MONTHLY CREDIT REQUIRED:
EMAIL:	COMPANY REG. NO:
ACCOUNTS CONTACT:	PURCHASING CONTACT:
DIRECTORS NAMES & ADDRESSES	DIRECTORS NAMES & ADDRESSES
BANK NAME & ADDRESS	BANK ACCOUNT DETAILS
	ACCOUNT NAME:
	SORT CODE:
	ACCOUNT NO:
TRADE REFERENCE NAME & ADDRESS	TRADE REFERENCE NAME & ADDRESS
PLEASE READ THE FOLLOWING AND SIGN WHERE INDICATED BELOW	
WE WISH TO APPLY FOR A CREDIT ACCOUNT WITH TRU PLASTICS LIMITED. WE HAVE COMPLETED THIS APPLICATION FORM IN FULL AND THE ABOVE DETAILS ARE CORRECT. WE HAVE READ, AND ACCEPT THE TRADING TERMS AND CONDITIONS OF TRU PLASTICS LIMITED AND HAVE NOTED THE CLAUSE RELATING TO 'TITLE OF GOODS' (CLAUSE 5) AND ACKNOWLEDGE THAT TITLE TO GOODS REMAINS WITH TRU PLASTICS LIMITED UNTIL PAID FOR IN FULL	
SIGNED:	SIGNED:
DATE:	DATE:
POSITION:	POSITION
FOR OFFICE USE ONLY	
CREDIT AGREED BY:	AMOUNT AGREED



PLASTICS LIMITED

- Definitions and Interpretations**
- 1.1 "Agreement" means the agreement between us and you for the sale and purchase of goods all of which agreements incorporate these conditions.
- 1.2 "Goods" means the goods supplied by us to you.
- 1.3 "These conditions" means the terms and conditions of sale set out below and any special terms and conditions agreed in writing by us with you.
- 1.4 "We us or our" means TRU Plastics Ltd. Our contact details are set out at condition 11 below.
- 1.5 "You or your" mean any person firm or company buying goods from us.
- 1.6 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.7 The headings in these conditions are for convenience only and will not affect their interpretation.
- 2. The agreement between you and us.**
- 2.1 We intend relying upon these conditions. If there is anything you do not understand or agree with please call us before you place an order.
- 2.2 Neither we nor you shall be entitled to alter these conditions without the agreement of the other.
- 2.3 Our employees or authorised agents are not permitted to make any representations concerning the goods unless confirmed by us to you in writing. We can then avoid problems over what was agreed between us.
- 2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, pricelist, acceptance of invoice, invoice or other document or information issued by us will be subject to correction provided that the correction does not materially affect the contract between you and us.
- 2.5 All orders for goods shall constitute an offer by you to purchase those goods from us pursuant to these conditions.
- 2.6 All specifications, dimensions, descriptions and illustrations contained in any sales literature, quotation or pricelist or other advertisement matter are intended merely to present a general idea of the goods that we sell. We reserve the right from time to time to make changes which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or the fitness for purpose of the goods you purchase from us.
- 3. The price and Payment**
- 3.1 Unless otherwise stated the price for the goods shall be the price stipulated in our published price list current at the date of acceptance of your order.
- 3.2 The price is exclusive of any VAT which shall be due at the rate ruling on the date of our VAT invoice.
- 3.3 We may at your request supply a written quotation for the sale of goods to you. All quotations are open for acceptance for 30 days from the date of the quotation unless withdrawn by us during that period. (Drafting note: please ensure quotations also incorporate T&C's).
- 3.4 Provided you are not purchasing as a consumer we reserve the right to give notice to you at any time up to 7 days before delivery to increase the price of the goods to reflect any increase in the cost to us which is due to factors occurring after the making of the contract which are beyond our reasonable control (including without limitations, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs). Where we do this we may cancel the contract within 7 days of any such notice.
- 3.5 We may in our absolute discretion allow you a credit facility which will always be subject to a specified limit inclusive of VAT. We reserve the right to withdraw the credit facility without notice for any reason.
- 3.6 Delivery and payment are not concurrent conditions. Payment of the price must be made in accordance with these conditions.
- 3.7 Payment of the price of the goods and VAT shall be due on the last working day of the month following the month in which the goods are delivered.
- 3.8 We may offer a prompt payment discount at any time. Any such discount given will be treated as being given at our discretion.
- 3.9 The cost of pallets and returnable packaging will be due from you in addition to the price that will be credited to you provided they are returned to us in good condition before the date when payment of the price is due.
- 3.10 If for any reason you fail to make payment as required by these conditions, then with effect from the date of delivery of the goods to you, the balance of the price will bear interest at the rate of 4% per annum over the base rate of Barclays bank plc subject to a maximum level of 16% per annum.
- 3.11 If any bank charges are incurred as a result of failure for any reason of your paying bank to honour any payment made by you will reimburse us in full within 7 days of such charges being notified to you and any such sums shall constitute a debt payment immediately on demand.
- 3.12 If you fail to make a payment on the due date then without prejudice to any other remedies which we have may:-
- 3.12.1 suspend or cancel deliveries of any goods to you; and/or
- 3.12.2 appropriate any payments made by you to such goods (or any other goods supplied or to be supplied to you as we in our sole discretion think fit).
- 3.13 Payment of the price is of essence.
- 4. Delivery or collection of the goods**
- 4.1 We will deliver the goods to the address specified by you provided that address is within the United Kingdom mainland. Any charges for delivery will be notified to you when you place your order. These charges must be paid with the balance of the price.
- 4.2 If you require the goods to be delivered to any address outside the UK mainland you must make your own arrangements for collection and delivery. We will at your request deliver the goods to a address or location within the UK mainland for collection by you provided you pay the charge for delivery referred to in condition 4.1 above.
- 4.3 If you tell us you intend collecting the goods yourself from our premises or where we have agreed to deliver the goods to any destination from which you intend collecting them pursuant to condition 4.2 above, when the goods are available for collection we will notify you of this and of the times they can be collected. Where we deliver the goods in accordance with the provisions of condition 4.2 the content of condition 4.5 shall apply. In all other cases if you fail to collect the goods within 28 days of this notification we will write to you informing you that unless you arrange to collect the goods within a further 14 days we will re-sell the goods and deduct from you any sums held by us any loss of profit together with a reasonable sum not exceeding £100 for the costs of storage and administration charges.
- 4.4 We reserve the right to charge a reasonable fee for any delivery/collection/exchange that you cancel once a delivery date has been agreed. You must pay this to us before we will make any further attempt to deliver/collect/exchange the goods.
- 4.5 It is your responsibility to ensure your own availability to take delivery once a delivery date has been agreed. It is also your responsibility to ensure there is adequate access to the premises where the goods are to be delivered. If either you or someone on your behalf is not available to take delivery or if as a result of inadequate access for any reason we are unable to deliver the goods you will be required to pay a further delivery charge before any further attempt to deliver the goods is made. We reserve the right to retain all delivery charges once a delivery date has been accepted.
- 4.6 Any dates we give you for delivery of the goods are approximate only. We will do all that we can to meet any delivery date. In the event we are unable to do so we will contact you to agree an alternative date. The goods may be delivered by us in advance of any estimated delivery date upon reasonable notice.
- 4.7 We cannot be held responsible for any inconvenience or loss you suffer as a result of our failure to deliver on any estimated delivery date which could reasonably be considered to be outside our control.
- 4.8 We may deliver the goods by separate instalments, if we do each instalment will be invoiced and must be paid for as required by these conditions.
- 4.9 The goods will be at your risk from delivery which shall be deemed to have taken place:-
- 4.9.1 If we have delivered the goods, when they are unloaded from our vehicle and (where reasonably practical) placed in the property specified by you or unloaded into the possession of your nominated carrier. Any such carrier will be deemed to be your agent.
- 4.9.2 If you undertake to collect the goods, when the goods are loaded into your vehicle or that of your designated carrier at our premises or other location. Again any such carrier will be deemed to be your agent.
- 5. Ownership of the goods**
- 5.1 Ownership of the goods will not pass to you until we have received in cash or cleared funds payment in full of the price of the goods and VAT together with any delivery or other charges you are required to pay.
- 5.2 Where the contact between us for the sale and purchase of the goods has been cancelled for any reason the goods will become our property (where ownership has already been transferred to you) though you must take reasonable care of the goods until we have collected them from you.
- 6. Bringing a claim**
- 6.1 We ask that you inspect the goods as soon as reasonably possible after delivery. You must notify us within 24 hour of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. You must allow us an opportunity to collect and inspect the goods within a reasonable time after delivery and before you make use of the goods. If you fail to comply with these provisions the goods will be conclusively presumed to be in accordance with the agreement between you and us and free from any defect or damage which would be apparent on a reasonable examination of the goods and you will be deemed to have accepted the goods.
- 6.2 If the goods are not in accordance with the agreement between you and us for any reason we will make good any shortage, defect, damage or failure to comply with description or sample by replacing or repairing the goods. We undertake to do this causing as little inconvenience to you as possible. If you purchase goods as a consumer the rights set out in condition 6.3 will also be available to you.
- 6.3 If you purchasing the goods as a consumer then in addition to the rights available in condition 6.2 we will:-
- 6.3.1 As you request refund the price to you when we collect the goods (which will do as quickly as reasonably possible)
- 6.3.2 We repair or replace the goods if you ask us to do so unless either it is impossible to do so or if (acting reasonably) we consider to do this would be excessive having regard to the value of the goods, nature of the defect and the extent of the inconvenience likely to be caused. If we decide not to repair or replace the goods for any of the reasons specified in sub clause 6.3.2 or, having undertaken to repair or replace the goods we fail to do this within a reasonable time, you can:-
- 6.3.2.1 require us to refund an appropriate amount of the price or
- 6.3.2.2 Cancel the contract between us. Any reimbursement may be reduced to take account of the use of the goods since delivery.
- 7. The extent of our liability to you**
- 7.1 Where you purchase the goods as a consumer the provisions of conditions 7.2 apply in all other circumstances:-
- 7.1.1 Our liability to you whether for breach of contract or otherwise shall not exceed the price of the goods and we will have no liability for any direct loss and/or expense or indirect loss and/or expense suffered by you or any liability to 3rd parties incurred by you.
- 7.1.2 All warranties and conditions whether implied by statute or otherwise are excluded provided that nothing will restrict or exclude liability for death or personal injury caused by our negligence or affect the statutory rights of a buyer dealing as a consumer.
- 7.1.3 We will not be liable to you or deemed to be in breach of these conditions by reason of any delay in performing or any failure to perform any of our obligations in relation to goods, if the delay or failure was due to any cause beyond our reasonable control. The following shall be regarded as a non-exhaustive list of causes beyond our reasonable control:-
- 7.1.3.1 Act of God, explosion, flood, tempest, fire or accident;
- 7.1.3.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 7.1.3.3 Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 7.1.3.4 Import or export regulations or embargoes;
- 7.1.3.5 Strikes, lock outs or other industrial action or trade disputes whether involving our employees or those of any third party;
- 7.1.3.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 7.1.3.7 Power failure or breakdown in machinery.
- 7.2 Where you purchase goods as a consumer your statutory rights are unaffected by these conditions.
- 8. Insolvency**
- 8.1 If you fail to make payment for the goods or if any distress or execution shall be levied upon any of your goods or if you offer to make any arrangement with your creditors or if any bankruptcy petition is present against you or you are unable to pay your debts as they fall due or if being a limited company any resolution or petition to wind up (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed or if you shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the goods shall become payable immediately. We may in our absolute discretion and without prejudice to any other rights in which it may have suspend all future deliveries of goods to you and/or terminate the contract without liability upon our part.
- 8.2 By signing this account form the Directors of a Limited Company accept personal liability for any debts owed to TRU Plastics Limited.
- 9. Third Party Rights**
- The provisions of the Contracts (Rights of Third Parties Act) 1991 shall not apply to any agreement between us and you and the person who is not a party to this contract shall have no right under that Act to enforce any term of the contract.
- 10. General**
- 10.1 No waiver by us of any breach of these conditions shall be considered as a waiver of any subsequent breach of the same or any other provision of these conditions.
- 10.2 These conditions and/or contracts between us will be governed by and constructed in accordance with English law.



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