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## APPLICATION TO OPEN A CREDIT ACCOUNT WITH WILLIAM HERCOCK LTD

FULL NAME & ADDRESS OF YOUR FIRM:

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REGISTERED OFFICE ADDRESS:

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TELEPHONE No:.....

COMPANY REG. No: .....

FAX No:.....

EMAIL: .....

NAME & ADDRESS OF GUARANTOR:

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.....  
.....

TEL No:.....

EMAIL: .....

NAME & ADDRESS OF BANKERS:

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.....  
.....

NATURE OF BUSINESS:

.....

ESTABLISHED FOR: .....YEARS

CREDIT REQUIRED: .....

ACCOUNT No:.....

CONTACT NAME: .....

.....

ACCOUNTS NAME:.....

NAME & ADDRESS OF TWO FIRMS WE MAY APPROACH FOR A CREDIT REFERENCE:

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.....

TERMS ARE: PAYMENT BY THE END OF MONTH FOLLOWING INVOICE DATE.

I/WE UNDERTAKE TO PAY INVOICES ON OR BEFORE THE DUE DATE IF A CREDIT ACCOUNT IS GRANTED AND I/WE UNDERSTAND THAT CREDIT FACILITIES WILL BE WITHDRAWN IF THIS CONDITION IS NOT COMPLIED WITH. I, THE UNDERSIGNED, HAVE READ THE TERMS AND CONDITIONS ON REVERSE.

SIGNED: ..... DATE: ..... STATUS OF SIGNATORY: .....



Directors: T. R. Hercok & J. W. Hercok,



# WILLIAM HERCOCK

## CONDITIONS OF SALE

### 1. Guarantee and Indemnity

- 1.1 In consideration of William Hercok entering into this agreement, the Guarantor guarantees to William Hercok that whenever the customer does not pay any of the monies, debts and liabilities of any nature from time to time due or owing from or incurred by the customer to William Hercok ('Guaranteed Obligations') as and when they fall due the Guarantor shall make due and punctual payment to William Hercok on demand of the Guaranteed Obligations.
- 1.2 If the Guaranteed Obligations are, or become, unenforceable, invalid or illegal, the Guarantor agrees to indemnify and keep indemnified William Hercok in full and on demand from and against all and any losses, costs and expenses suffered or incurred by William Hercok arising out of, or in connection with, any failure of the customer to perform or discharge the Guaranteed Obligations.
- 1.3 The Guarantor as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 1.1 agrees to indemnify and keep indemnified William Hercok in full and on demand from and against all and any losses, costs and expenses suffered or incurred by William Hercok arising out of, or in connection with, any failure of the customer to perform or discharge the Guaranteed Obligations.
- 1.4 This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance of all monies payable under this agreement, irrespective of any intermediate payment or discharge in full or in part of the Guaranteed Obligations.

### 2. General

These terms and conditions shall apply to all trading between us and the customer. Acceptance by us of your order is conditional upon acceptance by you of the following conditions which override all other terms or conditions inconsistent therewith, express, implied or otherwise. No variation of these conditions shall be binding upon us unless otherwise agreed by us in writing.

### 3. Price Fluctuations

Prices quoted are those ruling at the date of sale or estimate and are subject to variation without notice.

### 4. Notification of Loss, Shortages, Damages etc. In Transit

Damage and Pilferage. Any damage or pilferage in transit to goods despatched by either road or rail must be notified in writing on the customer's own notepaper to either the depot or station, and also to us, within three days of delivery.

In addition any shortage or damage should be noted on the carrier's delivery note at time of delivery.

Non delivery. Non delivery of the whole of a consignment or any separate part or package must be notified to us within fourteen days.

### 5. Packages

Packages where charged other than non-returnable will be credited on return carriage paid in good condition, as per terms quoted.

### 6. Defects

Any article sold will be replaced or repaired free of charge if we are satisfied that it was defective in material or workmanship upon delivery and provided notice of the defect is given to us within 14 days of delivery. Our liability for consequential loss relating from negligence or breach of contract shall be limited to either the same amount as any manufacturer of the goods limits his liability to or if there is no such limitation by the manufacturer the contract price of the goods.

### 7. Delivery

Where any time for delivery is mentioned in the contract, this should be taken as an indication offered by us in good faith of what we expect to be able to do but we do not guarantee this time or accept any responsibility for loss or damage of any kind whatsoever, arising out of delayed delivery. When goods are offered for delivery to site, our obligation is to deliver as near to the site as a safe hard road permits. The customer is to provide free of charge, the labour required for unloading and stacking. We will not be liable for any damage caused during unloading or stacking by customer's employees.

### 8. Suitability

The customer must be responsible for the suitability of the goods or materials he orders.

### 9. Cancellation

Contracts and orders may not be cancelled by the customer unless our prior written consent has been obtained. Goods made to special order cannot be cancelled.

### 10. Sales Ex Stock

Goods ex stock are offered subject to prior sale.

### 11. Samples

Samples submitted and illustrations in catalogues and trade literature must be accepted as showing type class and general character only without warranty or guarantee as to substance, performance, colour, size, thickness or shape.

### 12. Part Order

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

### 13. Acceptance

Orders are accepted and terms for delivery given conditional on our being able to secure the necessary labour and material and without responsibility for delays arising through causes beyond our control.

### 14. Returns

The return of goods for credit will only be accepted with our agreement. In such circumstances we will make a restocking charge of a minimum 10%, plus carriage charges incurred by ourselves and/or the manufacturers of the goods.

### 15. Credit Terms, Property and Risk

- (a) Prior to acceptance of any order on credit terms, we shall have the right to seek credit references for the customer. If the customer is a limited company, we shall have the right to demand personal guarantees from one or more Directors of the customer company.
- (b) Unless otherwise stated, payment of an account is due at the end of the month following that in which the goods are delivered. However if an account for goods previously delivered is overdue by 14 days or more payment for goods subsequently delivered shall be due on delivery. If the customer commits an act of bankruptcy or enters into liquidation or receivership, then all accounts shall become immediately due and payable.
- (c) The ownership of all goods supplied under this contract shall remain ours (and we reserve the right to dispose of them) until we receive payment in full for all goods delivered to the customer in accordance with the terms of this contract or until such time as the customer sells the goods by way of bona fide sale at full market value.
- (d) The customer may mix the goods sold with or incorporate them in other goods. If goods which are our property are mixed with goods belonging to the customer or are processed with or incorporated therein, the product thereof shall become and/or shall be deemed to be our sole and exclusive property. If goods which are our property are admixed with goods the property of any person other than the customer or are processed with or incorporated therein the product shall become or shall be deemed to be owned in common with that other person in the proportions the original goods bore to each other in value.
- (e) Notwithstanding the above the risk in respect of any loss or damage to the goods shall pass to the customer on delivery and we shall not be liable for the safety of the goods after delivery and accordingly the customer shall insure the goods thereafter against such risks as may be commercially prudent.
- (f) If payment is overdue in whole or in part we may (without prejudice to any of our other rights) recover or resell the goods referred to in sub-clause (c), (d) and (e) above or any of them and may enter upon the customer's premises by our servants or agents for that purpose.
- (g) The customer shall not be entitled to withhold payment of any monies due under this contract because of any dispute claim or counterclaim he may have with or against us in connection with the subject matter of this contract, or under any other contract he may have with us.
- (h) Interest may be charged on overdue credit accounts, at the rate of 3% above the base rate for the time being of HSBC.

### 16. V.A.T.

All quotations and offer prices are exclusive of Value Added Tax, unless otherwise specified. V.A.T. will be added to all invoices at the rate applying at the appropriate tax point.

March 2018