



# Credit Account Application

<b>1. Name of Representative/Territory</b>			
Full Legal Title and Trading Name			
Sole Trader		Partnership	
Limited Company		Company Registration Number	
<b>2. Time In Business</b>		Years	Months
<b>3. Site Address</b>			
Name			
Street			
Town		County	Post Code
Phone Number		Fax Number	
E-mail Address			
Do you wish to receive marketing information, news, updates and offers?			Receive Marketing Emails <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4. Invoice/Statement Address (if different from above)</b>			
Name			
Street			
Town		County	Post Code
Phone Number		Fax Number	
<b>5. Details of Owner/Partners/Directors/Managers</b>			
<b>Sole Trader or Partnerships - please provide home address details</b>			
<b>An authorised person of the business must sign to agree to our Terms &amp; Conditions</b>			
<b>(//We have read and understood your Terms &amp; Conditions as detailed on the reverse of this form)</b>			
Name		(Please Print)	
Home Address			
		Post Code	
Signature		Date	
Name		(Please Print)	
Home Address			
		Post Code	
Signature		Date	
<b>6. Trade References</b>			
Name			
Street			
Town		County	Post Code
Phone Number		Fax Number	
Name			
Street			
Town		County	Post Code
Phone Number		Fax Number	
<b>7. Credit Limit Requested</b>		£	

PLEASE COMPLETE, SIGN AND FAX TO NICOLA BRADDOCK ON 0161 476 3600 AND RETURN ORIGINAL COPY TO CLAMP CO UK LTD, UNIT 1 HAMMOND AVENUE, WHITEHILL IND EST, REDDISH, STOCKPORT, SK4 1PQ. THANK YOU.

## 1. Our Contract

1.1 These Terms and Conditions govern the supply of goods sold by Clampco UK Ltd (No. 4315443) of Clampco UK, Unit 1 Hammond Avenue, Whitehill Industrial Estate, Stockport, Cheshire, SK4 1PQ ("we" and "us") to the customer ("you") and constitute the entire and only agreement between us in relation thereto. 1.2 All orders placed by you are on the basis of these Terms and Conditions and are subject to acceptance by us by delivery of the goods to you at which point a legally binding contract is constituted between us. The processing of your payment and acknowledgment of your order does not constitute legal acceptance of your order.

## 2. Price & Payment

2.1 The price payable for the goods you order is as set out on our web site at the time you place your order or, if you order from one of our catalogues, as set out in the catalogue from which you order, provided it is a current catalogue, plus any charges for delivery as advised to you.

2.2 Prices are correct at time of going to press, and we reserve the right to update prices in future catalogues which will then supersede the prices in this catalogue. We also reserve the right to change the price of commodity goods, such as copper or latex at any time due to market conditions but we will confirm the prevailing price with you before accepting your order. We are not obliged to accept your order for such goods and may decline it or limit the order quantity.

2.3 On occasion, the prices payable for goods advertised on our web site may differ from those prices offered in the then current catalogue or promotional brochure, and we are under no obligation to honour any web site price if there is such a difference. Occasionally, we advertise goods at a promotional price; you must quote the relevant promotion code, otherwise you may be charged the full price.

2.4 Occasionally an error may occur and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price.

2.5 Subject to clause 2.6, we must receive payment for the whole of the price of the goods you order, and any applicable charges for delivery, before your order can be processed unless we have agreed otherwise in advance in writing or you are an account holder with credit terms already agreed.

2.6 If you are an account customer, payment shall be made in full at the end of the month following the date of invoice. Time shall be of the essence for payment. We may revoke credit if you fail to make payment when due. If payment is not made when due, interest is payable at the monthly rate of 2 per cent on the amount outstanding from the due date for payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement, together with any reasonable legal or other recovery costs. You are responsible for all orders placed by your authorised employees and for any purchases made on cards issued to you and we are not bound by any individual order limit you may impose on your authorised employees. You must inform us in writing as soon as a relevant employee is no longer authorised by you to place and receive orders or if any card issued to you is lost or stolen.

2.7 Even if we have provided you with credit previously we reserve the right to refuse to complete any order if payment of the account or your credit rating is not satisfactory to us.

2.8 You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have.

2.9 We shall be entitled at all times to set off any debt or claim which we may have against you against any sums due from you to us.

2.10 The format of our invoice and statements to you will solely be dictated by us and we will not enter into any variation of our format unless any proposed variations are requested in writing at least six months in advance and unless expressly agreed by us.

2.11 All prices shown exclude VAT at the current rate.

## 3. Delivery & Title

3.1 Unless you order and collect the goods from our trade counter, we will deliver them in accordance with your order usually within the stated delivery time but certainly within 30 days of accepting your order. In addition to your rights under clause 5, in the unlikely event that we do not make the goods available to you within 30 days of accepting your order you will have the option of cancelling your order by notifying us accordingly prior to delivery. Before placing your order, please refer to the delivery options set out on our website and in our catalogues to ensure that we can deliver to your address. A valid signature will be required on collection or delivery. In the unlikely event that you have not received all the goods within the stated delivery time, you must notify us immediately. You must not schedule or commence any installation work until after you have received your order and checked all the goods for any defects or missing parts.

3.2 For reasons of health and safety and to avoid any property damage, most large items such as goods over 25Kg can only be delivered to the exterior of a ground floor location at the delivery address. You must therefore make your own arrangements at your own risk if the relevant item needs to be transported from the delivery location. We will not provide any unpacking, installation or fitting services upon delivery unless otherwise agreed by us.

3.3 You must do all that you reasonably can to enable delivery to take place at the given time and place. If you delay delivery, or delivery fails because you have not taken appropriate steps, we will try to arrange for an alternative delivery date within 30 days of the failed delivery. If delivery fails as a result of circumstances within your reasonable control, the cost of any re-delivery shall be borne by you. If we are unable to arrange a date for re-delivery we may cancel your order and refund to you the price that you have paid for the goods, less the failed delivery costs.

3.4 Without prejudice to Clause 3.3, upon delivery of the goods to you, the goods shall be at your risk. In spite of delivery having been made, ownership (also known as "title") in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you. Until title in the goods passes from us, you shall: (i) not be entitled to use the goods; (ii) safely hold the goods for us; (iii) return the goods to us immediately if we ask you to; and (iv) be liable to us for any loss, damage or destruction of the goods. In addition, until title in the goods passes from us to you, you shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

## 4. Availability

4.1 While we endeavour to hold sufficient stock to meet all orders, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we may, at our discretion, supply or deliver a substituted product or refund you the price paid for such goods as soon as possible and in any case within 30 days or, in the case of an account customer, we may, in our absolute discretion, as soon as possible raise a credit to offset the amount invoiced to you. We would normally inform you prior to these actions.

## 5. Cancellation & Returns

5.1 You may cancel your order by giving us notice of cancellation within 30 days of the date of delivery to you or collection from our trade counter. Such notice may be given by phone, mail, fax or email. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation.

5.2 On cancellation for whatever reason, you must return the goods to us at your cost unless we agree that you may dispose of them in which case please comply with the manufacturer's instructions before disposing of hazardous goods. Where the goods are being returned because they are faulty, incorrect goods or because of unsuitable substitution by us, we will meet the cost of return but we ask that you allow us to nominate the carrier & we reserve the right to inspect the goods before issuing refund or credit.

## 6. Liability

6.1 If you have notified us of a problem with the goods within 30 days of delivery, we will (subject to clause 4) either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question.

6.2 We shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. Our liability to you shall not in any event include losses related to any business of yours, such as loss of profits or business interruption, neither will we be responsible to you for any other loss which is not a foreseeable consequence of us being in breach of these Terms and Conditions or our legal duties.

6.3 This does not affect your statutory rights if you are a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

6.4 Goods are intended for use in the UK only and we cannot confirm that the goods comply with any laws, regulations or other standards applicable outside the UK. All goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations or instructions contained in the documentation associated with the goods.

6.5 If you are a trade customer and subject to Clause 6.3, we will not be responsible to you or, in the event that you are undertaking work for another person, to any other person, for the use or installation of any goods by you. Accordingly, if you are a trade customer, you hereby agree to hold us harmless, and indemnify us against any liability associated with, any claim or allegation that we are responsible for any failings in the installation or use of goods that we supply.

## 7. Limited Companies Guarantee

7.1 Those signing the Trade Credit Account Application Form on behalf of limited companies agree and guarantee that they will pay all monies owing to us by the relevant limited company if we believe that the limited company cannot meet its obligations.

7.2 If the limited company goes into receivership, liquidation or administration the guarantor will pay to the receiver, liquidator or administrator, as the case may be, such sum as will enable him to pay all monies owed to us by the limited company.

## 8. Age Requirements for Specific Goods

8.1 Where you place an order for age-restricted goods such as solvents and knives, you confirm that you are over the age of 18 and that delivery will be accepted by a person over the age of 18. We reserve the right to cancel your order if we reasonably believe you are not legally entitled to order certain goods.

## 9. Termination

9.1 We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, any payments you owe to us (even if they are not yet due for payment) will be immediately due and payable and we shall be under no further obligation to supply goods to you.

## 10. Force Majeure

10.1 We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

## 11. Disposal of Electrical and Electronic Equipment

11.1 The WEEE regulations (January 2007) ensure that the amount of waste on certain electrical and electronic equipment is reduced, separated from household waste, collected separately and ultimately disposed of in a sound environmental manner (recycled and recovered). If you are a trade customer, you agree that the collection, recovery/treatment and disposal of non household Electrical or Electronic Equipment purchased from us will be your responsibility. In the case of household waste, please take this waste to your nearest Designated Collection Facility (DCF) where special facilities exist for correct disposal.

## 12. General

12.1 If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English law.