



67/69 Quayside Road Southampton
Hampshire SO18 1AE
Tel: 023 8033 9443
Fax: 023 8033 9442
e-mail: accounts@rhdaveywelding.co.uk

Monthly Credit Account Application

Company Name:.....

Company Registration No:.....

No of Years Trading:.....

Invoice Address:

.....
.....
.....
.....

Delivery Address (if different):

.....
.....
.....

Telephone:.....

Fax:.....

e-mail:.....

Telephone:.....

Fax:.....

e-mail:.....

Contact Names:

Accounts:.....

Buying:.....

Approx Monthly Spend:.....

Credit Limited Required:.....

References:

Trade 1:

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.....
.....

Trade 2:

.....
.....
.....
.....

Tel:.....

Fax:.....

e-mail:.....

Tel:.....

Fax:.....

e-mail:.....

Bank Name & Address:.....

.....
.....

Account No:.....

Sort Code:.....

For office use:

Approved: Yes/No

Credit Limit: £

Date:

Please turnover

Conditions of Sale

The contractual terms between R H Davey Welding Supplies (hereinafter referred to as the Company or Seller) and those purchasing goods from the Company (the Buyer) are contained exclusively within these Conditions of Sale.

These Conditions and the Contract shall be subject to and constructed in accordance with the Law of England.

1. **VARIATION** – In no circumstances will the Company be bound by any addition to or other variations of these terms whether oral or in writing unless any such addition or variation is agreed in writing by the Company with express reference to these terms.
2. **ACCEPTANCE OF ORDERS** – There is no guarantee as to the goods suitability for any specific purpose even if that purpose is known to the Company. In any dispute that may arise, liability of the Company for breach of any warranty or obligation whether expressed or implied is limited to the value of the goods supplied in any event. All recommendations and advice given by the Company or the employees or agents of the Company are given without liability on the part of the Company. Descriptive pictorial or written material issued or published by the Company from time to time relating to goods offered for sale shall not form part of any contract of sale. The Company shall not be responsible for any loss or damaged caused either directly or indirectly by the goods or by any act or omission in connection therewith.
3. **EXECUTION OF ORDERS** – Execution of orders is contingent upon the availability of goods and the absence of any circumstances beyond the control of the Company which hinder or prevent such execution.
4. **CANCELLATION OF ORDERS** – Except in special circumstances and by written agreement the Company will not accept the cancellation of orders.
5. **CARRIAGE** – All goods are priced on an ex-works basis, excluding VAT and delivery charges. Carriage, packing and insurance will be calculated and charged for separately in respect of each delivery. Delivery charges will be made on all machines unless otherwise stated.
6. **DELIVERY DELAYS** – No liability will be accepted for delay in despatch or delivery.
7. **RISK IN GOODS** – The risk in all goods shall pass to the Purchaser on delivery of the goods to the Purchaser.
8. **DAMAGE OR SHORTAGE** – Damage or shortage of goods found on delivery must be notified to the carrier or the Company within three days. Failure to notify the Company of any such damage or shortage within seven days shall free the Company from any liability in respect thereof.
9. **NON-DELIVERY** – Failure to notify the Company of non-delivery of goods within seven days of the date of the invoice shall free the Company from any liability in respect thereof.
10. **RETURNED GOODS** – Goods will not be accepted for return without prior agreement of the Company. Agreed returns must be accompanied by details giving reason for return and the date and number of the Company's invoice upon which such goods were charged.
11. **PAYMENT OF INVOICES** – All accounts must be paid not later than thirty days from the date of despatch of the goods. In the event of default in payment, the Company reserves the right to charge interest at two percent above current Minimum Lending Rate at monthly intervals on the overdue portion of the account and to suspend or cancel in respect of any undelivered goods.
12. **RESERVATION OF TITLE** – Notwithstanding delivery and passing of the risk, legal and beneficial ownership of the goods shall remain in the Company until full payment for the goods has been made. Until ownership passes, the Purchaser shall hold the goods as bailee for the Company and must keep the goods free from any charge, lien or other encumbrance. The Purchaser shall have possession of the goods but shall, at all times, remain accountable to the Company on a fiduciary basis in respect of the goods or the proceeds of the sale of the goods until payment in full therefore has been made to the Company.
13. **SUSPENDED AND TERMINATION** – The Company shall be entitled to cancel or suspend performance of the contract if the Purchaser (a) shall fail to make a payment due to the Company under the contract or on any other account due on the date and/or (b) shall have a receiver appointed, go into liquidation, administration, bankruptcy or cease to trade. Upon any such cancellation the Purchaser shall make available for collection by the Company any goods in the possession of the Purchaser for which payment has not been made.

Retention of Title (also known as the 'Romalpa' Clause and RoT)

1. The Purchaser shall exercise a duty of care in respect of the goods on the Buyer and purports to entitle the Seller to recover the goods or trace the proceeds of the sale.
2. Consignment goods i.e. goods ordered by the Buyer and held in stock at their premises but not invoiced by the Seller until used remain the exclusive property of the Seller, be they in storage or removed from the specific store to any other location.
3. In the event of insolvency or administration of the Buyer, the goods form no part of the assets to be disposed of but remain the exclusive property of the Seller. The Buyer must inform any third party of the Seller's Retention of Title to ensure that the goods supplied form no part of the assets for disposal. The Seller reserves the right of unrestricted access to inventory, modify stock levels or remove entirely all stock that has not been paid for.
4. The Buyer has a duty of care to accurately log and store both consignment and ordinary credit account goods in a segregated manner to allow undisputed access and recovery of said goods. The Seller reserves the right to charge for any consignment goods returned damaged or in an unfit for resale condition, re-stocking charges may apply.

Signed (for the Buyer): Position: Date:

Signed (for the Company): Position: Date: