NATEBY WORKS, GARSTANG, PRESTON, PR3 0JB

TEL: GARSTANG (01995) 606311 FAX: (01995) 606660 www.ccsupplies.co.uk

APPLICATION FOR A CREDIT FACILITY

ACCOUNT NAME		
ADDRESS		
		POST CODE
		FAX No
		FAX NO
SALES EMAIL ADDRESS		
Please tick if you would like to receive the following by Statements Invoices/Credit Note STYLE OF ORGANISATION *Limited Company/Sci	s Special Offers	/Updates Iblic Service/Charity* Delete as appropriate
VAT REGISTRATION No:	If limited, p	olease state registration No.:
IF A SOLE TRADER/PARTNERSHIP, PLEASE GIVE		
FULL NAME(S)		
HOME ADDRESS(S)		
		DATE TRADE COMMENCED
		SATE TIME COMMENCED
HOME TEL NO:		
NATURE OF BUSINESS:		DATE TRADE COMMENCED:
CREDIT LIMIT APPLIED FOR £	This c	redit limit reflects the maximum amount of credit allowed at any one time
	REFERE	NCES .
BANK	TEL	EPHONE No.
TRADE REFERENCE 1		TRADE REFERENCE 2
FULL TRADING NAME		
ADDRESS		
PHONE & FAX No		
I confirm that I have read and accept the terms and condition by you and notified to me in writing).	ns of sale detailed overleaf. I u	nderstand that all orders will be placed on those terms (or any terms later adopted
I confirm that the information given in this application for a co	redit facility is in all respects tru	e and accurate.
with the information on this form. We may also make enquiri	es about Directors and Partner	redit reference agency and we will keep a record of the results of the search together s. This data will be stored by us and used for the purposes of credit control and any third parties unless the company is required to do so by Law or to recover a debt
AUTHORISED SIGNATURE OF DIRECTOR/COMPA	NY SECRETARY/OWNER	
NAME IN BLOCK CAPITALS: (Please	se enclose a copy of your current le VAT REG NO. 3	tterhead with this application form)

Business customers and consumers 1.1 Some of these terms apply to consumers only; some apply to busines terms are marked as such. 1.2 All other terms apply to all customers. 1.3 You are classified as a business customer if you indicate to us that the be used in the course of your business or if you use the goods in the consumer. You have no consumer, which are not affected by these terms. Contact your local in meaning of the relevant clause. 2 Price 2 Price 2 Price 2 Price 3 The price quoted excludes VAT (unless otherwise stated). VAT will applying at the time of delivery. 2 Qury quotations lapses after 30 days (unless otherwise stated). VAT will applying at the time of delivery. 2 Qury quotations lapses after 30 days (unless otherwise stated). The price quoted excludes delivery (unless otherwise stated). 2 Business customers only: rates of fax and duties on the goods will time of delivery. 2.5 Business customers only: and the price charged will be our price delivery, unless our costs of supplying the goods. 2.7 The price quoted excludes the cost of cutting goods to size (unless otherwise stated). 2.8 You will be charged for returnable containers and cases at the price undelivery, unless they are returned by you in good condition and within 30 days of returning the containers or cases you must state the date of the invoice and the invoice returning the containers or cases you must state the date of the invoice and the invoice you have no claim against us for delay (including indirect or consequence) and the price of the goods and the contract, you can have no further claim forming us in writing) cancel the contract, you can have no further claim forming us in writing cancel the contract, you can have no further claim forming us in writing cancel the contract, you can have no further claim forming us in writing cancel the contract, you can have no further claim forming us in writing cancel the contract, you can have no further claim forming us in writing cancel the contract, you can have no further	e goods supplied by us will course of your business. erratin statutory rights as a trading standards office for fify, rather than alter, the fill be charged at the rate of the charged at the time of the charged at the price to reflect any the charged at the time of the charged at the time of the charged at the	7.8 7.9 8 8.1 8.2 8.3 9 9.1 10 10.1 10.2 10.3 11 11.1 11.2 12 13 13.1 13.2	samples). If the goods are found to be defective in material or workmanship (following our investigations and you have complied with those conditions (in clause 7.4) in full, we will (at our option) repaths the goods replace the goods or refund the price. We are not liable for any other loss or damage arising from the contract or the supply of good or their use, even if we are negligent, including (as examples only); 7.6.1 direct financial loss, loss of profits or loss of use; and indirect or consequential loss. Our total liability to you (from one single cause) for damage to property caused by oungligence is limited to £2,000,000. For all other liabilities not referred to elsewhere in these terms our liability is limited in damage to the price of the goods. Nothing in these terms restricts or limits our liability for death or personal injury resulting fror negligence. Specification If we prepare the goods in accordance with your specifications or instructions you must ensur that: 8.1.1 the specifications or instructions are accurate; 8.1.2 goods prepared in accordance with those specifications or instructions will be for the purpose for which you intend to use them; and 8.1.3 your specifications or instructions will not result in the infringement of an intellectual property rights of a third party, or in the breach of any applicable law or regulation. Business Customers only: We reserve the right; 8.2.1 to make any changes in the specifications of our goods that are necessary they conform to any applicable safety or statutory requirements; and to make without notice any minor modifications in our specifications we think necessary or desirable. If we supply a sample to you, it is on the express understanding that any subsequent sale winot be a sale by sample (as described in Section 15 Sale of Goods Act 1979), unless we agree otherwise in writing. Return of goods We will accept the return of goods from you only: 10.3.1 you fail to pay us any more when due (under the order or otherwise); you become
terms are marked as such. 1.2 All other terms apply to all customers. You are classified as a business customer if you indicate to us that the be used in the course of your business or if you use the goods in the collision of the consumer, which are not affected by these terms. Contact your local transcription of the process of the consumer of the relevant clause. Price Price The price quoted excludes VAT (unless otherwise stated). VAT will applying at the time of delivery. 2. Our quotations lapse after 30 days (unless otherwise stated). 1. Business customers only: unless otherwise stated). Use the price quoted an illustrative estimate only and the price charged will be our price delivery. 2. Business customers only: at any time before delivery em ay adjuint the delivery. 2. Business customers only: at any time before delivery em ay adjuint the of delivery. 2. Business customers only: at any time before delivery em ay adjuint the delivery unless they are returned by you in good condition and within 30 days of returning the containers or cases you must state the date of the myoice and the involver and the involver and the price of the process of the price of the quoted delivery times quoted are estimates only. 1. If we fail to deliver within a reasonable time after the quoted delivery times quoted are estimates only. 1. If we fail to deliver within a reasonable time after the quoted delivery times quoted are estimates only. 2. If we fail to deliver within a reasonable time after the quoted delivery times quoted are estimates only. 2. If we fail to deliver within a reasonable time after the quoted delivery time price of the goods. 3. If you cacept delivery of the goods after the estimated delivery time; you have no claim against us for delay (including indirect or consequence) the price of the goods. 3. If you accept delivery of the goods after the estimated delivery time; you have no claim against us for delay for delivery of the price of the goods after the estimated delivery time; you have no c	e goods supplied by us will course of your business. erratin statutory rights as a trading standards office for fify, rather than alter, the fill be charged at the rate of the charged at the time of the charged at the price to reflect any the charged at the time of the charged at the time of the charged at the	7.7 7.8 7.9 8 8.1 8.2 8.3 9 9.1 10 10.1 10.2 10.3 11 11.1 11.2 12 12.1 12.2 13 13.1 13.2	the goods replace the goods or refund the price. We are not liable for any other loss or damage ansing from the contract or the supply of good or their use, even if we are negligent, including (as examples only); 7.6.1 direct financial loss, loss of profits or loss of use; and 7.6.2 indirect or consequential loss Our total liability to you (from one single cause) for damage to property caused by ounegligence is limited to £2,000,000. For all other liabilities not referred to elsewhere in these terms our liability is limited in damage to the price of the goods. Nothing in these terms restricts or limits our liability for death or personal injury resulting fror negligence. Specification If we prepare the goods in accordance with your specifications or instructions you must ensur that: 8.1.1 the specifications or instructions are accurate; 8.1.2 goods prepared in accordance with those specifications or instructions will be for the purpose for which you intend to use them; and 8.1.3 your specifications or instructions will not result in the infringement of an intellectual property rights of a third party, or in the breach of any applicable law or regulation. 8.2.1 to make any changes in the specifications of our goods that are necessary they conform to any applicable safety or statutory requirements; and to make without notice any minor modifications in our specifications we think necessary or desirable. If we supply a sample to you, it is on the express understanding that any subsequent sale winot be a sale by sample (as described in Section 15 Sale of Goods Act 1979), unless we agree otherwise in writing. Return of goods We will accept the return of goods from you only: 9.1.1 by prior arrangement (confirmed in writing); 9.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered) and when delivered) and when delivered and unfinished that we may suspend or cancel the order unless we agree in writing (and clauses 3.2.2 and 10.2 the apply). If the order is cancelle
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5.3.5 claim fixed sum compensation from you under s.5A of the control overhead costs; and 5.3.6 recover (under clause 5.8) the cost of taking legal action for a freezer (under clause 5.8) the cost of taking legal action for educe forward your due date for payment. We may take any of these action notice. 5.5 Business Customers only: you do not have the right to set off any must against anything you may owe us. 5.6 Consumers only: you may only set off money you claim from us against anything you may only set off money you claim from us against anything you may only set off money you claim from us against anything you may only set off money you claim from us against our written agreement and on such terms as we may state. 5.7 While you owe money to us, we have a right to keep any property we you have paid us in full (a lien). You are to indemnify us in full and hold us harmless from all expensincur (directly or indirectly and including finance costs, legal costs on the costs of instructing a debt collection agency to recover a debt due breach by you of any of your obligations under these terms. Consumers only: clause 5.8 means that you are liable to us for loss do not comply with these terms. We may claim those losses from yhave to take legal action we will ask the court to make you pay our legit title Consumers only: your statutory rights are unaffected. Business customers only: until you pay all debts you may owe us:	lercial Debts (Interest) Act		terms. If any of these terms are unenforceable as drafted:
5.3.6 recover (under clause 5.8) the cost of taking legal action forward your due date for payment. We may withdraw it or reduce forward your due date for payment. We may take any of these action notice. 5.5 Business Customers only: you do not have the right to set off any mus against anything you may only set off money you claim from us agwith our written agreement and on such terms as we may state. 5.7 While you owe money to us, we have a right to keep any property wyou have paid us in full (a lien). 5.8 You are to indemnify us in full and hold us harmless from all expens incur (directly or indirectly and including finance costs, legal costs on the costs of instructing a debt collection agency to recover a debt due breach by you of any of your obligations under these terms. 5.9 Consumers only: clause 5.8 means that you are liable to us for loss do not comply with these terms. We may claim those losses from yhave to take legal action we will ask the court to make you pay our legic Title 6.1 Consumers only: your statutory rights are unaffected. Business customers only: until you pay all debts you may owe us:	that Act to cover our credit	13.4	13.3.1 it will not affect the enforceability of any other of these terms; and 13.3.2 if it would be enforceable if amended, it will be treated as so amended. We may treat you as insolvent if:
forward your due date for payment. We may take any of these action notice. Business Customers only: you do not have the right to set off any mus against anything you may owe us. Consumers only: you may only set off money you claim from us agwith our written agreement and on such terms as we may state. While you owe money to us, we have a right to keep any property wyou have paid us in full (a lien). You are to indemnify us in full and hold us harmless from all expensincur (directly or indirectly and including finance costs, legal costs on the costs of instructing a debt collection agency to recover a debt due breach by you of any of your obligations under these terms. Consumers only: clause 5.8 means that you are liable to us for loss do not comply with these terms. We may claim those losses from y have to take legal action we will ask the court to make you pay our legit in the control of			13.4.1 you are unable to pay your debts as they fall due; or 13.4.2 you (or any item of your property) become the subject of:
5.5 Business Customers only: you do not have the right to set off any mus against anything you may owe us. 5.6 Consumers only: you may only set off money you claim from us agwith our written agreement and on such terms as we may state. 5.7 While you owe money to us, we have a right to keep any property wyou have paid us in full (a lien). 5.8 You are to indemnify us in full and hold us harmless from all expensincur (directly or indirectly and including finance costs, legal costs on the costs of instructing a debt collection agency to recover a debt due breach by you of any of your obligations under these terms. 5.9 Consumers only: clause 5.8 means that you are liable to us for loss do not comply with these terms. We may claim those losses from y have to take legal action we will ask the court to make you pay our legit of the consumers only: your statutory rights are unaffected. 6.1 Consumers only: your statutory rights are unaffected. 6.2 Business customers only: until you pay all debts you may owe us:			a. any formal insolvency procedure (examples of which includ receivership, liquidation, administration, voluntary arrangement
 5.6 Consumers only you may only set off money you claim from us ag with our written agreement and on such terms as we may state. 5.7 While you owe money to us, we have a right to keep any property w you have paid us in full (a lien). 5.8 You are to indemnify us in full and hold us harmless from all expensincur (directly or indirectly and including finance costs, legal costs on the costs of instructing a debt collection agency to recover a debt due breach by you of any of your obligations under these terms. 5.9 Consumers only: clause 5.8 means that you are liable to us for loss do not comply with these terms. We may claim those losses from y have to take legal action we will ask the court to make you pay our legications. 6.1 Consumers only: your statutory rights are unaffected. 6.2 Business customers only: until you pay all debts you may owe us: 	noney you may claim from		(including a moratorium) or bankruptcy); b. any application or proposal for any formal insolvency procedure
5.7 While you owe money to us, we have a right to keep any property w you have paid us in full (a lien). 5.8 You are to indemnify us in full and hold us harmless from all expens incur (directly or indirectly and including finance costs, legal costs on the costs of instructing a debt collection agency to recover a debt due breach by you of any of your obligations under these terms. 5.9 Consumers only: clause 5.8 means that you are liable to us for loss do not comply with these terms. We may claim those losses from have to take legal action we will ask the court to make you pay our legit filled. 6.1 Consumers only: your statutory rights are unaffected. 6.2 Business customers only: until you pay all debts you may owe us:	gainst money you owe us		or c. any application, procedure or proposal overseas with similar effe
You are to indemnify us in full and hold us harmless from all expensincur (directly or indirectly and including finance costs, legal costs on the costs of instructing a debt collection agency to recover a debt due breach by you of any of your obligations under these terms. Consumers only: clause 5.8 means that you are liable to us for loss do not comply with these terms. We may claim those losses from y have to take legal action we will ask the court to make you pay our leging. Title Consumers only: your statutory rights are unaffected. Business customers only: until you pay all debts you may owe us:	we may hold of yours until	13.5	or purpose. Business customers only: All brochures, catalogues and other promotional materials are to be
the costs of instructing a debt collection agency to recover a debt due breach by you of any of your obligations under these terms. 5.9 Consumers only: clause 5.8 means that you are liable to us for loss do not comply with these terms. We may claim those losses from y have to take legal action we will ask the court to make you pay our legit in the court to make you pay our legit in the Consumers only: your statutory rights are unaffected. 6.1 Business customers only: until you pay all debts you may owe us:			treated as illustrative only. Their contents form no part of any contract between us and yo should not rely on them in entering into any contract with us.
do not comply with these terms. We may claim those losses from y have to take legal action we will ask the court to make you pay our leganger. Title Consumers only: your statutory rights are unaffected. Business customers only: until you pay all debts you may owe us:	to us if any) following any	13.6	Business customers only: Any notice by either of us which is to be served under these term may be served by leaving it at or by delivering it to (by first class post or by fax) the other
have to take legal action we will ask the court to make you pay our leg- file 6.1 Consumers only: your statutory rights are unaffected. Business customers only: until you pay all debts you may owe us:	you at any time and if we	13.7	registered office or principal place of business. All such notices must be signed. No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Partie:
6.2 Business customers only: until you pay all debts you may owe us:		13.8	Act 1999) by any person not identified as the buyer or seller. The only statements upon which you may rely in making the contract with us, are those made
6.2.1 all goods supplied by us remain our property:			writing by someone who is our authorised representative and either: 13.8.1 contained in our estimate (or any covering letter) and not withdrawn before the
6.2.2 you must store them so that they are clearly identifiable	as our property;	40.0	contract is made; or 13.8.2 which expressly state that you may rely on them when entering into the contract
6.2.3 you must insure them (against the risks for which a prothem) and hold the policy on trust for us;			Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
6.2.4 you may use those goods and sell them in the ordinary but not if:			
a. we revoke that right (by informing you in b. you become insolvent.			
6.3 Business customers only: you must inform us (in writing) imminsolvent. 6.4 Business customers only: if your right to use and sell the goods expressions.			
remove the goods. Business customers only: we have your permission to enter any p	A CONTRACTOR OF THE PARTY OF TH		
may be stored: 6.5.1 at any time, to inspect them; and	are goods		
6.5.2 after your right to use and sell them has ended, reasonable force if necessary.	, to remove them, using		
6.6 Despite our retention of title to the goods, we have the right to take leg the price of goods supplied should you not pay us by the due date.			
6.7 You are not our agent. You have no authority to make any contract name.	act on our behalf or in our		
7 Warranties 7.1 We warrant that the goods:			
 7.1.1 comply with their description; and 7.1.2 are free from material defect at the time of delivery (as 			
clause 7.4). 7.2 Business customers only: we give no other warranty (and exclu-			
condition that would otherwise be implied) as to the quality of the good purpose.	as long as you comply with		
 7.3 Consumers only: the warranty in clause 7.1 is in addition to your state 7.4 If you believe that we have delivered goods which are defective in man 	us long as you comply with ude any warranty, term or loods or their fitness for any		
must: 7.4.1 inform us (in writing), with full details, as soon as possib	is long as you comply with ude any warranty, term or lods or their fitness for any tutory rights.		