

Application To Open A Credit Account With (delete as required)

**Chainbridge Steel (North East) Ltd**

**Chainbridge Steel (Scotland) Ltd**

Account To Be Opened In The Name Of

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Company Registration Number -----

Registered Office

-----

-----

Invoice Address

-----

-----

Bankers -----

Address -----

Sort Code ----- Account Number -----

Accounts Department Contact Name -----

Telephone ----- Fax -----

Email -----

Indicate Statement Preference Post / Fax / Email

We apply for 30 day credit limit of £ -----

We have read and accepted the Terms and Conditions of Sale

We enclose full details for three trade references on our letter headed paper

Authorised Signatory Name -----

Signed -----

Date -----

## **CONDITIONS OF SALE**

**1.) PRICE-** Materials offered or agreed to be supplied will be charged at the quoted contract order/accepted price.

**a)** Chainbridge Steel (North East) Ltd or Chainbridge Steel (Scotland) Ltd hereafter referred to as “the Company”, reserves its rights to adjust its prices by an increase or decrease in the appropriate prices for steel products published by steel producers i.e. Corus, its subsidiary companies, agents or successors, or by any other steel suppliers where applicable to the product concerned.

**b)** The company reserves its rights to adjust its prices for material imported into the United Kingdom by any increase or decrease equivalent to a change in the level of Import Duty, tax or parity rate of the National Currency concerned applicable to the particular product concerned.

**2.) TITLE-** Legal Title to the goods shall not pass to the customer until all monies owing by the customer to the Company on whatever account in respect of these goods shall have been paid in full. In the event of default in payment, the Company shall have the right to collect such goods as remain its property without hindrance. The customer may, acting for this purpose and this purpose only as agent for the Company sell any of the goods and shall hold upon trust for the Company all proceeds of the sale thereof until all monies owing as aforesaid have been paid in full to the Company. Risk in respect of the goods shall pass to the customer on delivery.

**3.) DIRECT OR CONSEQUENTIAL LOSS –** There shall not be any liability on the company for any direct or consequential loss, injury or damage of any description caused or alleged to have arisen by any reason of any failure or defect whatsoever in respect of any goods supplied or by any reason of failure of the company to deliver the goods or any part thereof at the time or times stated in the contract.

**4.) DAMAGE IN TRANSIT-** No claim for material damaged in transit will be considered by the company unless:-

**a.)** An appropriately qualified signature, e.g “Material Received Damaged” (signed), is clearly made by the customer on the delivery note. Delivery notes signed or stamped “Not examined” will not be accepted by the Company as a reason for claim of damage in transit.

**And**

**b.)** The company is advised in writing, in addition to (a) above, within THREE, working days of the receipt of the material.

**c.)** Without prejudice to the foregoing, no statement or undertaking, contained in any British Standards, Euro norm, ISO Recommended or other standard or technical specification as to the suitability of the goods for any purpose shall give rise to any legal liability. The buyer shall satisfy itself that the goods are suitable for any product or application for which they are to be used before the goods are incorporated, into such product or application.

**SHORT DELIVERY-** No allowance for claims for short delivery will be made unless the company is given opportunity for verifying the same within THREE days.

**WAREHOUSE RISK-** Where materials are being held in stock on a customer account, all warehouse risks including fire, theft, deterioration and damage during storage, remain the responsibility of the customer, howsoever used.

**7.) DELIVERY INSTRUCTIONS-** Every effort will be made to comply with the customer's delivery instruction. However, should the customer amend the delivery instructions, the Company reserve the right to invoice in full the value of the goods in the month of the original delivery instructions. Thereafter, all warehouse costs become the liability of the customer and likewise all warehouse risks, as in 6 above remain with the customer. Howsoever they are caused.

**8.) PAYMENT-**Payment for the goods is due on or before the last working day of the month following the month of delivery, ("the due date"). The company will have the right to charge interest on any unpaid amounts from the due date to the receipt of the payment at a rate of 3% above Lloyds bank base rate calculated on a weekly basis.

**9.)** Provided that the buyer has complied with the requirements as to the notices in condition 3,4,4a,b,c, which ever may be applicable. If the goods or any part thereof are defective in quality or state or otherwise not in accordance with the contract then, if the Company and the buyer do not agree that the buyer should accept the goods at an agreed value or the goods should be made good at the Companies expense. The Company undertakes to accept a return of the relevant goods and at the Buyers option either to

A Repay or allow the Buyer the invoiced price or

B Replace the goods to the original place of delivery as soon as may be reasonably practicable.