



## **New Forest Growers Credit Account Application**

Full Company Name: \_\_\_\_\_

Full Address: \_\_\_\_\_

Postcode: \_\_\_\_\_ Tel Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Is your company  Limited  Partnership  Sole Trader  Private Individual

Company Registration Number: \_\_\_\_\_ VAT Number: \_\_\_\_\_

Accounts Contact: \_\_\_\_\_ Tel Number: \_\_\_\_\_ Ext: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Sort Code: \_\_\_\_\_ Account Number: \_\_\_\_\_

Sales Contact: \_\_\_\_\_ Tel Number: \_\_\_\_\_ Ext: \_\_\_\_\_

Email: \_\_\_\_\_

Delivery restrictions: \_\_\_\_\_

Please supply two trade references:

Company Reference One: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Tel Number: \_\_\_\_\_

Company Reference Two: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Tel Number: \_\_\_\_\_

## **Standard Conditions of Sale**

### **1. Definition**

In the context of these Conditions the words:-

- (a) "Company" shall mean New Forest Growers Limited.
- (b) "Customer" shall be construed as the maker of any offer whether by direct order or by acceptance of a quotation.
- (c) "Goods" means the articles or things and the word "Services" means the work described in the Letter of Acceptance.

### **2. General**

Unless otherwise agreed in writing by the Company, every contract for the sale of goods, whether made by direct order or by acceptance of a quotation, and every contract to install or service goods is subject to these Conditions which shall override any terms or conditions stipulated, referred to or incorporated by the customer and all guarantees, warranties or conditions whether implied by statute, common law or trade usage.

### **3. Exemptions**

- (a) The Company shall not be liable to the customer for a direct or indirect loss or damage to persons or property howsoever arising from the sale or installation or servicing of the goods or any defect in them or the services and without prejudice to the generality of the foregoing, the Company shall not be responsible for damage, injury or loss of any kind whatsoever to any property or persons or animals or products or crops caused by or arising from or attributable, whether directly or indirectly, to the use of the goods supplied.
- (b) The conditions implied by the Sale of Goods Act 1979 as to merchantable quality and reasonable fitness of goods are hereby expressly excluded.
- (c) The term implied by Section 13 of the Supply of Goods and Services Act 1952 is hereby expressly excluded.

### **4. Payment**

Payment for goods and services shall become due on each invoice Date and paid by 25<sup>th</sup> of the month following invoice.

### **5. Delivery**

- (a) Notwithstanding that the Company may undertake to install goods unless otherwise expressly agreed in writing, delivery is ex the Company's premises.
  - (b) Subject to delivery being ex premises, the Company will at the request and cost and on behalf of the Customer and as a separate arrangement, not being part of this contract, procure delivery and insurance.
6. (a) The risk in the goods shall pass to the Customer on delivery.
- (b) (i) The goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the Company the agreed price together with the full price of any other goods the subject of any other contract with the Company.
  - (ii) **The Company may for the purpose of recovery of the goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.**
  - (iii) Until such time as the Customer becomes the owner of the goods he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company.
  - (iv) The Customer is licensed by the Company to agree to sell-on the Company's goods, subject to the express condition that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies.

(v) If the goods, the property of the Company, are admixed with goods the property of any person other than the Customer or are processed with, or incorporated therein, the product thereof shall become, or shall be deemed to be owned, in common with that other person.

### **7. Delivery Time**

- (a) Any date given by the Company for delivery is approximate only and the Company will not be liable in delivery unless;
  - (i) the delay is of an unreasonable length and
  - (ii) the delay is not due to any cause mentioned in sub-clause (b) hereof.
- (b) If delivery is prevented by war, fire, act of God, stoppage of the Company's workmen, prohibition or restriction by a competent authority, failure of any person to deliver plant, machinery, materials or component parts to the Company or by any cause beyond the Company's reasonable control, then the Company shall not be liable for failure to deliver in a reasonable time of the specified date or at all.
- (c) If acceptance by the Customer is prevented by war, act of God, prohibition or restriction by & competent authority or by any other cause beyond the Customer's reasonable control, then the Customer shall not be liable for failure to accept on the specified date or at all but the provisions of sub-clause (d) hereof shall apply.
- (d) A party prevented from delivery or accepting on account of any of the above causes shall as soon as practicable give notice to the other party of the cause of prevention and unless a new date for delivery is then agreed, the contract shall be deemed frustrated and the provisions of the Law Reform (Frustrated Contracts) Act 1943 shall apply to the rights of the parties. Where the Company is prevented from delivering or the Customer is prevented from accepting part of the goods, the provisions of sub-clauses (b), (c) and (d) hereof shall apply only to that part.

8. If after acceptance of any order for goods, but before delivery, improvements are made to their design, the Company may, on giving notice to the Customer, make reasonable alterations to such design provided that
- (a) the performance of quality of the altered goods are at least as high as those of the goods ordered and
  - (b) no price variation is made except with the consent of the Customer and
  - (c) delivery is not unreasonably delayed.

### **9. Patents**

The Customer shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable if any work done in accordance with the Customer's specification involves an infringement of a registered design or patent.

### **10. Goods in Trust**

Where goods are held in storage or where delivery is delayed at the Customer's request, those goods shall be invoiced to the Customer when available for despatch and no liability can be accepted by the Company for those goods remaining on its premises. Storage will be charged for goods so held for more than two weeks after the scheduled deliver date.

### **11. Law and Jurisdiction**

The construction, validity and performance of this contract and the matters governed thereby shall, in all respects, be by English law.

## **Declaration**

I have read and will abide by the terms and conditions of sale set out by New Forest Growers Limited. I specifically understand the payment terms and am aware that late payment may incur a 2.5% sur charge to the invoice.

Authorised signature of applicant: \_\_\_\_\_