

Company Name:					
Trading Address:					
Tel No:			Email:		
Website:			Type of Business:		
Company Status:	Limited Company		Partnership		Sole Trader
Company Registration No:			Vat No:		
Invoice address (if different from above)					
Do you accept invoices/statements via email			Yes	No	
Accounts contact name:					
Accounts email address:					
Name of Banker:					
Bank address:					
Account No:			Sort code:		

Trade Reference 1:			Trade Reference 2:		
Name:			Name:		
Address:			Address:		
Tel:		Fax:		Tel:	
				Fax:	
Email:			Email:		

Credit Required per Month:	
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Please Note: This must be signed by a director of the company. Please include a sample of your company letterhead.

Note: Trade References should be able to speak for the above credit figures.

I/We agree that the Credit Account facility will be on the Stated Terms of Construction Site Supplies Ltd and that adherence to this obligation is the essence of the Contract between our two Companies.

I/We authorise our Bankers to provide a Banker's opinion as to our suitability for the above amount.

Signed:		Position:	
Name:		Date:	

GENERAL CONDITIONS OF SALE

DEFINITIONS

In the following conditions of sale 'the company' means CSS Trading Group LTD as Construction Site Supplies Ltd.

The 'Buyer' means an individual or company accepting goods or services offered by the company.

GENERAL

The company reserves the right to refuse any order if the buyer references or arrangements for payment are not satisfactory to the company.

An order for the supply of goods be communicated by written order or telefax whenever possible. In the event of the company taking a verbal order the buyer shall be deemed to have accepted the company's record of the nature of the contract specification in terms of product, quantity, delivery date, price, and delivery location.

QUOTED PRICES

Any quotation submitted shall constitute an invitation to a buyer to place an order for goods or service subject to the terms and conditions set out herein.

All quotations are made subject to alteration or withdrawal by the company without notice.

Unless otherwise stated the price quoted do not include Value Added Tax or any other government charge or duty.

In the event of any government action or legislation affecting changes to the company outside its control, the right is reserved to make an addition to the goods affected by such increases.

FORWARD ORDERS

In the event of any increase in the cost of transport, wages, materials or other overhead costs arising after the date of any order and before delivery, the company reserves the right to increase prices by an amount sufficient to cover such increases. In the event that the buyer does not accept the Increase in price he may cancel the order in writing for any goods not yet produced by the company without penalty.

PAYMENT

Payment shall be made in full by the 25th of the following month after the date of invoice in those cases where a credit account has been agreed by the company. Otherwise, payment is due prior to delivery.

In the event of any settlement discounts being allowed by the company, the company reserves the right to disallow these, if payment is not made by the due date. No discount is allowed on V.A.T.

In the event of failure to make payment on the due date, without prejudice to any other remedies or action on default which the company may have or seek to exercise, the company reserves the right.

to charge interest on all sums due to the company at the rate of 6% above LIBOR from time to time from the due date calculated on a daily basis and such interest shall accrue after as well as before any judgement.

Payments for the purpose of this condition shall mean the receipt by the company of cleared funds. Any cost incurred by the company in obtaining payment shall be paid by the buyer.

If the buyer fails to make any payment on the due date or commits any other breach of these conditions of sale or if any distress or execution shall be levied upon any of the buyers goods or if any petition in Bankruptcy is presented against the buyer or the buyer is unable to pay its debts as they fall due or any act has incurred involving the solvency of the buyer or if being a limited company any resolution or petition to wind up the buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a Receiver shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the goods shall become payable immediately.

The company may also without prejudice to any companys other rights;-

4.5.1 suspend or cancel deliveries of any goods due to the buyer; and/or appropriate any payment made by the buyer to such of the goods (or goods supplied with any other contract with the buyer) as the company may in its sole discretion think fit.
Exercise any of its rights pursuant to clause 9.

FAILURE TO PERFORM CONTRACT

The company shall not be liable or failure to carry out the contract arising from any clause.
In the event that the buyer is entitled to make any claim against the company in respect of any goods which are the subject of this contract its liability shall not in any circumstances exceed the net invoiced price of such goods.
All dates and times quoted for the despatch and delivery of goods are given in good faith but failure on the company's part to make delivery on a date shall not entitle the buyer;-
to refuse a delivery tendered after such date; or,
to repudiate the contract; or,
to make a claim in respect of late delivery.

LIABILITY OF FAULTY GOODS

No claims for goods delivered in a damaged or faulty condition will be considered by the company unless such damage or fault is reported to the company in writing within 3 days of delivery.
If notice is given under 6.1 then the buyer will provide the company with facilities to inspect the goods or a sample thereof.
The company reserves the right to request the return of damaged or faulty goods for which liability is admitted. The buyer will meet the reasonable costs incurred by the company in inspecting the goods if any complaint shall not be justified.
Any goods supplied by the company which prove faulty through defective materials or workmanship and notified to the company within the period specified in condition 6.1 will either be made good or replaced free of charge. This undertaking is given by the company in lieu of all conditions, guarantees or warranties of every kind whether express or implied by law or otherwise which are hereby expressly excluded.
The liability arising out of any contract shall not exceed the net invoiced price of the defective goods not include consequential damage.

FAILURE TO ACCEPT DELIVERY

Goods retained by the company in transit or in store because of failure on part of the buyer to accept delivery on the due date shall be at the buyers risk. The company reserves the right to charge for their storage and to charge any further costs of delivery.

ALTERATIONS

No alteration to any order by varying or adding to the specification shall be permitted without the consent of the company. Any such variation shall be confirmed by the company in the form of an order acknowledgement.
The cost of any alteration to any order by varying specifications may be charged to the buyers account.

PROPERTY IN GOODS

The goods shall be at the buyers risk from delivery.
In spite of delivery having been made property in the goods shall not pass from the company until
9.2.1.the buyer shall have paid the price of the goods plus VAT in full; and,
9.2.2. no other sums whatever shall be due from the buyer to the company.

Until property in the goods passes to the buyer in accordance with clause 9.2 the buyer shall hold the goods and each of them on a fiduciary basis as bailee for the company. The buyer shall store the goods (at no cost to the company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the company's property. Notwithstanding that the goods (or any of them) remain the property of the company they may sell or use the goods in the ordinary course of the buyers business at full market value for the account of the company. Any such sale or dealing shall be sale or use of the company's property by the buyer on the buyers own behalf and the buyer shall deal as principal when making such sales or dealings. The company shall be entitled to recover the price of the goods (plus VAT) notwithstanding that the property of the goods has not passed from the company. Notwithstanding payment may not be due under the terms of clause 4.1 herein until such time as property in the goods passes from the company the buyer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to the company. If the buyer fails to do so the company may enter upon any premises owned, occupied or controlled by the buyer where the goods are situated and repossess the goods. On the making of such request the right of the buyer under clause 9.4 shall cease. The buyer shall not pledge or in any way charge by way of security for any indebtedness any of the goods which are the property of the company. Without prejudice to the other rights of the company, if the buyer does so all sums whatever owing by the buyer to the company shall forthwith become due and payable. The buyer shall insure and keep insured the goods to the full price of the goods against all risks to the reasonable satisfaction of the company until the date that the property in the goods passes from the company, and shall whenever requested by the company produce a copy of the policy of insurance. Without prejudice to the other rights of the company, if the buyer fails to do all sums whatever owing by the buyer to the company shall forthwith become due and payable. Each sub-clause of this clause shall be separate, distinct and severable from each other sub-clause.

OTHER CONDITIONS

The buyer by buying any goods from the company is thereby deemed to have accepted that these conditions take precedence over any other conditions set out in any letter, acceptance forms or the

like received by it in connection with the goods so ordered and that no other conditions will form part of the contract between the parties for the sale of such goods.

The headings of conditions are for convenience of reference only and shall not affect their interpretation.

The contract shall be governed by English law and the buyer consents to the exclusive jurisdiction of the English Courts in all matters regarding the contract except to the extent that the company involves the jurisdiction of the courts of any country.

THESE CONDITIONS SUPERCEDE ALL PREVIOUS CONDITIONS OF SALE