

# ACCOUNT APPLICATION FORM

## MERINAL

Unit 3 East Bond Street., Leigh WN7 1BP  
Tel: 01942 670116 Fax: 01942 262221

<b>1</b> Registered Name:  	<b>6</b> Registered Office Address:  Post Code: _____ Tel: _____
<b>2</b> Registered Number:  	<b>7</b> Invoice Address (If different):  Post Code: _____ Tel: _____
<b>3</b> VAT Number:  	<b>8</b> Contact for Payment:  Tel: No. _____
<b>4</b> Trading Name:  	<b>9</b> Nature of business: _____ <b>10</b> Credit Required: £ _____
<b>5</b> Trading Address:  Post Code: _____ Tel: _____ Fax: _____	<b>A:</b> SOLE TRADER <input type="checkbox"/> <b>C:</b> LIMITED Co. <input type="checkbox"/> <b>E:</b> OTHER <input type="checkbox"/> <b>B:</b> PARTNERSHIP <input type="checkbox"/> <b>D:</b> P.L.C. <input type="checkbox"/>

<b>11</b> Trading Reference 1:  Name: _____ Address: _____ _____ _____  Tel. No.: _____
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<b>12</b> Trading Reference 2:  Name: _____ Address: _____ _____ _____  Tel. No.: _____
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The form must signed by a Director\Owner.	
Signed: _____	Print Name: _____
Position: _____	Date: _____
<b>Retention of Title</b> I/We hereby acknowledge receipt of a copy of your standard terms and conditions of sale which I/We have read and which I/We accept shall apply to every sale contract entered into between us. In particular, I/We have noted and accept all the conditions relating to the granting of credit, terms of payment and retention of title and property in all goods supplied until all monies outstanding under any sale contract have been received by you by way of cleared funds. Payment terms are 30 days end of month.	

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## Terms & Conditions

1. All business accepted by Merinal Ltd, the Seller, is subject to the following terms and shall constitute the whole of the agreement between us the Seller and you, the Buyer. No variation of these terms will have any effect unless expressly agreed by us in writing.
2. Acceptance of goods shall be deemed to be acceptance of these conditions of sale. Any term sought to be imposed by the Buyer either in a document or otherwise that conflicts with or adds to these conditions is not accepted.
3. Whilst every effort will be made to deliver on time whether the Seller has quoted a date or a date is requested by the Buyer, the Buyer shall not be entitled to damages for loss however arising of the Sellers failure to deliver by any specified date or time.
4. The Seller shall despatch goods to the Buyer, or a nominated address, within 7 days of receipt of order, or shall notify the Buyer if goods are unavailable.
5. All estimated delivery times and prices are based on delivery to UK mainland addresses.
6. Claims for shortages, defects or damages must be made to the Seller immediately after delivery. In the case of non-delivery, the Buyer must notify the Seller in writing within 3 days of receiving the invoice. The Seller shall not be liable for loss of profit or consequential loss for replacement of goods.
7. Goods will only be accepted for return subject to the Sellers prior agreement. The Seller reserves the right to make a re-stocking charge. Goods returned are to be carriage paid and must be in a resalable condition.
8. Risk of goods sold will pass from the Seller to the Buyer upon delivery, but title of goods shall not pass to the Buyer until payment has been received for the total invoice amount. In case of non-payment for any reason including bankruptcy or a receiver being appointed, we reserve the right to repossess or trace the goods and proceeds of sale in either your hands, or in the hands of any liquidator, or receiver.

9. All account payments are due 30 days after the month of delivery. The Seller reserves the right to charge interest on overdue accounts at 2 ½ % above the banks lending rate. Further deliveries will be withheld until all outstanding monies are paid in full.
10. The driver will deliver the order to the front door or to the ground floor of a flat or apartment. He may require assistance if the goods are heavy.
11. All quotations are subject to manufacturers price increases and prices are ruling at date of despatch. Prices quoted will be subject to Value Added Tax.
12. Value Added Tax is added at the appropriate rate to all invoices and is not subject to discount.
13. Once an order has been placed by the Buyer and accepted by the Seller, the Buyer must advise in writing if the order is to be cancelled prior to delivery.
14. The extent of the Sellers liability to the buyer for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and the Seller shall in no circumstances whatsoever be liable to the Buyer in respect of any loss or damage whether suffered by the Buyer or any customer of the Buyer and whether direct, indirect, consequential, or howsoever arising.
15. If any part of these terms and conditions should be found to be unlawful this will not affect the validity or enforceability of the remainder of the conditions. These terms shall be deemed to have been made in England and shall in all respects be governed by English Law.