

TM

**SRW**

Company Use Only

AC09

☐ Ref 1

Limit Set

☐ Ref 2

Opened

☐ Ref 3

Letter Sent

**Account Application Form****Company Information**

Company Name:		Trading Name	
Registered Office (For sole traders / partnerships please give principals name and home address) :			
V A T Number :	Registration Number :	Amount of credit Required £	
TRADING ADDRESS:			
Nature of Business :			
Type of company (i.e. Ltd , sole trader etc...)	Date of Formation or Commencement of Trading	Number. of Employees      1    2-4    5-9    10+	

**Contact Details**

Tel:	Fax:	Email:
Invoice address if different:		
Accounts Contact Name		
Tel:	Fax	Email:
Trade Contact Name		
Tel:	Fax	Email:

**Trade References**

Company		Account No:
Tel:	Fax	Email:
Company		Account No:
Tel:	Fax	Email:
Company		Account No:
Tel:	Fax	Email:

We hereby agree to the conditions of sale as set out overleaf and we acknowledge that account terms are **30 days nett monthly**

Signature.....Name .....Position.....Date.....

## Terms and Conditions of sale

### 1. CONDITIONS of SALE

These CONDITIONS of SALE supersede all previous Terms and Conditions issued by SUSSEX REFRIGERATION WHOLESALE LTD. herein identified as SRW. GOODS means any equipment supplies or services sold by SRW and the BUYER means the person firm or company or any agent / representative of those entities purchasing the GOODS .

### 2. PRICES and PAYMENT.

Except where there is specific agreement to the contrary all GOODS are sold at prices current on the day of despatch and all costs of transportation and packing are chargeable except where the GOODS are delivered by SRW vehicles.

Payment should be made by cash or recognised approved credit card either with order or at time of delivery or collection. Where the BUYER has applied for and been granted the facility of a credit account payment terms are strictly net 30 days nett monthly and SRW reserves the right to charge interest at the rate of 2% per month on all balances more than two months in arrears and to apply that charge from date of invoice.

If payment is not made on or before the due date SRW will exercise its statutory right to claim interest and compensation under the Late Payment of Commercial Debts (interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

If payment is not made in accordance with these Terms the credit period on all other invoices outstanding shall be cancelled and payment will become immediately due and payable in respect of each such invoice.

### 3. DELIVERY and TITLE

Delivery of the GOODS shall be deemed to have taken place when they are collected by the BUYER or agent/representative or are delivered to premises designated by the BUYER. At that time responsibility for risk as to loss or damage for the GOODS passes to the BUYER.

Following delivery to or collection by the BUYER, SRW will be legally and beneficially entitled to the ownership of the goods until payment of all debts owed by the BUYER to SRW and all invoices drawn by SRW against the BUYER (whether then due for payment or not) and for all goods delivered by SRW or collected by the BUYER if not then invoiced. Until such payment, and subject to the following provisions, the BUYER holds the goods as bailee and owes SRW the normal fiduciary obligations of a bailee by way of custody in respect of the goods. SRW may for the purpose of recovery of the goods enter upon any premises where they are stored and may repossess the goods. Until such time as the BUYER becomes owner of the goods it will store them on its premises separately from its own goods and those of any other person and in a manner which makes them readily identifiable as SRW's goods. SRW may without prior notice or liability and without prejudice to any other legal remedy repossess the goods.

### 4. WARRANTIES

It is essential that certain procedures are followed in notifying claims and returning GOODS and that where there is a Warranty Number Label attached to the product this is never removed (see section headed CLAIMS AND RETURNS)

Where the GOODS supplied to the BUYER have been manufactured by SRW any defect discovered and notified within 12 months from date of invoice will on return to SRW be examined and if the fault is then shown to be due solely to defective materials or workmanship SRW will at its option either repair or replace the defective GOODS. In the case of all other GOODS sold by SRW the right of an equivalent warranty or guarantee (if any) provided by the manufacturer or supplier will in turn be assigned to the BUYER.

None of the warranties above shall apply to any defect which in the opinion of SRW or its agents has arisen by reason of misuse, incorrect application or installation, failure of or neglect by maintenance or other services.

Subject as expressly provided in these Terms and Conditions, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law. However nothing in these Terms and Conditions limits SRW's liability for death or personal injury caused by SRW's negligence or fraudulent misrepresentation.

### 5. CLAIMS AND RETURNS.

Initial notification of claim or return for whatever reason should be advised by telephone or fax giving invoice details, Warranty number (if any) and reason for claim and circumstances relating to failure, fault or defect. A Returns Note will either be completed at the time or sent to the BUYER for completion. The Returns Note Reference Number will thereafter be used to identify and monitor subsequent action.

Following notification the GOODS should be returned to SRW properly packed and protected and at no cost to SRW. In accordance with good accepted practice:

- a) Warranty number must not be removed.
- b) All connection stubs on compressors must be properly sealed using manufacturer's fittings where supplied.
- c) All refrigerant must be removed before sealing.

SRW is under no obligation to accept returns of GOODS for any other reason than those covered here and where it does and those GOODS are in a new condition and suitable for resale a handling charge will in all probability be made.

### 6. SECONDARY DAMAGE

SRW is not liable for any damage to property or consequential loss, for example loss of product, loss of goods in store, which arises by defects or delays in delivery of products irrespective of the cause including faulty manufacture

### 7. CYLINDERS

Unless there is specific agreement to the contrary no charge will be made for cylinders when refrigerant is supplied and they will be on loan for a period up to a maximum of 6 months, if not returned within that time a rental charge will be applied for each month thereafter until cylinder is returned undamaged.

### 8. JURISDICTION

The contract shall be governed in all respects by English Law. The courts of England and Wales shall have exclusive jurisdiction in respect of it.

### 9. AMENDMENT OR VARIATION

There may be certain cases and certain situations where it is deemed appropriate and perhaps necessary to amend or vary any of the above clauses. In those cases the amendment will be specific to the situation and will require the written authority of a Director.