



Allneeds House, Unit 4, Travellers Lane, Welham Green, Hertfordshire AL9 7HF
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It's as easy as ABC

Application for Credit Account

Company Trading Name

Company Address

<input type="text"/>	Postcode
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Full Name (if not LTD)

Personal Address (if not LTD)

<input type="text"/>	Postcode
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Office Telephone Number

Office Fax Number

Buyer Telephone Number

Buyer Contact Name

Business Type (plc/ltl/proprietorship/partnership)

Registered Company Number

Company VAT Number

Email Address

Work Mobile

Years Established

Annual Turnover

Credit Limit Required

Accounts Contact Name

Accounts Telephone Number

Name and Address of Bank

<input type="text"/>	Postcode
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Account Name

Account Number

Sort Code

I / We hereby request that an account be opened for me / us in accordance with the above particulars and I / We confirm my / our agreement to the terms and conditions and that the account will be paid in accordance with normal settlement terms and being a Director/Directors or proprietor jointly and severally personally guarantee the performance of all the Applicant's obligations to ABC Depot including any financial obligations arising from an increase in credit limit granted by ABC Depot from time to time. (Must be signed by a Director as mentioned above).

Signed by a Director

Signed by a Guarantor

Date

Print Name



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Allneeds Building and Construction Depot Limited - Status Enquiry & Specific authority by the Applicant

Enquiry to the Manager

Bank Name

Brand and Sort Code

Address of Bank

Postcode

We request your opinion as to the means and standing of:-

Name of Customer

Bank Account Number

Address and Postcode of Customer

Postcode

And their trustworthiness for trade business to the extent of £.....on 30 days term.

Authority provided by:-

Name

Status (e.g.) Director

Consent to (Name of Bank)

Providing references to ABC Depot

Sign

Date

For Office Use Only

Authorised By:

Trade references please provide 3 with whom you have had a credit account for at least 3 months

Company Name-Address & Telephone Number

Postcode

How Long Known

Current Credit Limit

Payment History

Company Name-Address & Telephone Number

Postcode

How Long Known

Current Credit Limit

Payment History

Company Name-Address & Telephone Number

Postcode

How Long Known

Current Credit Limit

Payment History

**Account
Ref:**

**Acct
Type:**

Date:

1. Terms and Conditions of all Sales Contracts applicable to all ABC Depot Ltd customers from 1st January 2012

1.1 These terms and conditions shall govern all sales of goods or services ("the Goods") by ABC Depot Ltd ("ABCDL") to any buyer ("The Buyer"). Purchase orders by the Buyer shall constitute offers to buy and no contract shall exist until the order has been accepted by ABCDL, and such contract shall be subject to ABCDL's terms and conditions herein set out. The conditions of the Buyer's purchase order shall not form part of the contract unless expressly agreed by ABCDL in writing by an authorised officer of the company as listed hereunder. The Buyer's purchase order must be in writing and show item number, full description of Goods and quantity. Authorised signatories only may sign for ABCDL and are listed at Addendum A.

1.2 All orders accepted by ABCDL are only accepted under these terms and conditions, and to the exclusion of any other terms and conditions.

1.3 No variation of these conditions shall be effective unless in writing and thereby authorised by or on behalf of both parties. Notwithstanding by variation these conditions shall continue to apply except in so far as they are specifically excluded in writing by ABCDL. The Buyer acknowledges that there are no representations outside these terms and conditions which have included him to enter into the contract.

2. Price

2.1 The price is exclusive of any VAT and any other tax which shall be paid by the Buyer.

2.2 The price of the Goods shall be ABCDL's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in ABCDL's published price list current at the date of acceptance of the order.

2.3 A quotation given by ABCDL will constitute an offer to treat only. Any order from the Buyer based on the quotation shall constitute an offer to buy and no contract shall exist until accepted by ABCDL as herein provided.

2.4 The time of payment of the price shall be of the essence of the contract and the payment terms must be specified with each order.

3. Terms of Payment

3.1 Subject to any special terms agreed in writing between an authorised signatory of ABCDL and the Buyer, ABCDL shall be entitled to invoice the Buyer of the price of the Goods. a) on or at any time after delivery of the Goods; b) at any time after ABCDL has notified the Buyer that the Goods are ready for delivery but the Buyer has requested ABCDL to delay delivery; c) in any case where the Buyer is to collect or make arrangements for collection of the Goods at any time after ABCDL has notified the Buyer that the Goods are ready for collection.

3.2 The due date for the payment by the Buyer of the price of the Goods shall be thirty days after the date of issue by ABCDL of the invoice for the Goods notwithstanding that delivery may not have taken place and the title to the Goods has not passed to the Buyer. Any variation in the thirty day due date for payment must be authorised by ABCDL in writing.

3.3.1 Without prejudice to the provisions of sub-clause 3.2, ABCDL will allow the Buyer the discretionary right to pay the price of the Goods by the last day of the month – the last day of the month following the month in which ABCDL's invoice is dated (the discretionary date) until this discretionary right shall be withdrawn by ABCDL giving notice to the Buyer of such withdrawal. Notice shall not be given by ABCDL unless the Buyer shall be in default of any payment obligation on the part of the Buyer under any other contract entered into between the Buyer and ABCDL.

3.3.2 Without prejudice to the provisions of sub-clause 3.2, ABCDL will permit the Buyer to gain an early settlement discount of 2.5% of the pre VAT value of an invoice provided the net value of said invoice is received by ABCDL in cleared funds within 30 days of the invoice date. In the event funds are received after 30 days from invoice date net of the discount ABCDL will request immediate payment of the balance or may add said sum to any invoices prepared thereafter.

3.4 Unless We have agreed in writing otherwise, you shall pay Us by BACS or telegraphic transfer and you shall bear the charges of any such transfer. If We agree that You can pay Us by another method and that method incurs a charge (for example cheque guarantee charges or credit card charges), You shall bear the charges at their current rate. Your payment shall only be considered to have been received by Us once We have received cleared funds. Any payment on account will be allocated against the Buyer's longest outstanding invoices first, as determined solely by ABCDL where the Buyer fails to make any payment by the discretionary date then, without prejudice to any other right or remedy available to ABCDL, ABCDL reserves the right to charge interest on the amount unpaid at 5% over Barclays Bank base rate from time to time in accordance with the Late Payment of Commercial Debts [Interest] Act 1998. This clause shall not prevent Us from making any other claims against You.

3.5 Where the Buyer is 30 days in default of the payment date a 14 days final written warning will be sent stating that the debt will be automatically passed to a debt recovery agent if the account is not cleared in full within 14 days, at that point a debt recovery fee of 10% will be added to the debt along with any other charges that may be reasonably incurred by the debt recovery agent recovering such overdue payments.

4. Goods in Transit

4.1 The Buyer hereby accepts the general conditions of any carrier employed by ABCDL. Neither ABCDL nor any carrier shall be liable for damage or loss of Goods in transit or for shortage on delivery unless notice in writing is given to the carrier concerned and ABCDL within 3 days of the date of delivery, or in the case of nondelivery or loss of

Goods within 14 days from the date of dispatch, and such other steps are taken by the Buyer (including, if necessary, shorter notice to the carrier concerned) as may be necessary to preserve the claim against the carrier.

4.2 In cases of Goods damaged or lost in transit to a destination abroad, the provisions of 4.1 will apply, save that ABCDL and the carrier concerned must be notified in writing within 7 days of the date of delivery of Goods or (if lost) within 45 days from the date of dispatch.

5. Delivery

5.1 Delivery will be made to the Buyer at a United Kingdom site as agreed. Delivery dates and times are given in good faith but are estimates for information purposes only. No liability will attach to ABCDL for failure to meet quoted delivery dates or times. Time of delivery shall not be binding upon this company because it is impossible to guarantee a time with building materials especially if they are being delivered by third party suppliers.

5.2 ABCDL shall be entitled to use any method or transportation it may select for dispatch of the Goods and will endeavour to assist clients who require Goods urgently. There may be a charge for this service if delivery out of normal working days and the normal hours of business which is currently 8 am - 6 pm.

5.3 ABCDL shall provide the Buyer with any documents or certificate necessary to enable the Buyer to accept delivery. The Buyer shall be responsible for unloading and storage of the Goods upon delivery to the specified site. If through the Buyer's default, delivery may not be accepted. Without prejudice to any other right or remedy available to ABCDL, the Buyer shall pay any extra costs incurred by ABCDL.

5.4 The cost of carriage and any packing which at its sole discretion ABCDL deems necessary shall be charged to the Buyer in addition to the price of the Goods.

6. Storage

6.1 Where ABCDL has notified the Buyer that the Goods are ready for delivery, the Buyer shall take delivery or arrange for storage. If the Buyer does not "as arranged" take delivery or arrange for storage within 7 days of notification, ABCDL shall be entitled to invoice and be paid for the Goods as though the Goods had been duly delivered in accordance with these instructions and ABCDL may arrange storage either at ABCDL's own premises or elsewhere on the Buyer's behalf and all charges for storage, insurance and demurrage shall be payable by the Buyer.

7. TITLE, PROPERTY AND RISK

7.1 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the title to the property in the Goods delivered shall not pass to the Buyer until ABCDL has received either in cash or cleared funds, payment in full for the price or the Goods and all other Goods agreed to be sold by ABCDL to the Buyer for which payment is then due. This clause is fundamental to this and all contracts of sale and is irrevocable.

7.2 Until title to and the property in Goods passes to the Buyer, the Buyer shall not pledge the Goods or documents of title thereto, or allow any lien to arise thereon. The Buyer shall keep the Goods separate and identified as the property of ABCDL, and properly stored protected and insured.

7.3 Until such time as the title to and property in the Goods passes to the Buyer, ABCDL, without prejudice to any other right or remedy available to it, shall be entitled at any time to require the Buyer to deliver up the Goods to ABCDL and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. This express condition is also irrevocable.

7.4 Risk of loss or damage to the Goods shall pass to the Buyer. a) in the case of Goods for collection from ABCDL's premises, 3 days after the time when ABCDL notifies the Buyer that the Goods are available for collection; b) in the case of Goods to be delivered otherwise than at ABCDL's premises or if the Buyer fails to take delivery of the Goods, at the time of dispatch by ABCDL.

8. Cancellation of Order

8.1 The Buyer with ABCDL's consent, which shall not be unreasonably withheld, may cancel any order for Goods held in stock by ABCDL at the date of such order and by a minimum of 48 hours written notice, provided that the Buyer shall pay a cancellation charge equivalent to 20% of the order price of the Goods and reimburse ABCDL all costs incurred by ABCDL to any third party in relation to that order.

8.2 An order for non-standard Goods other than those held in stock by ABCDL at the date of the Buyer's order, may not be cancelled once an order has been accepted by ABCDL and clause 6 will be applied in the event of non payment with all charges added to the invoice amount.

9. Delivery Goods

9.1 If the Buyer notifies ABCDL in writing within 28 days of delivery of the Goods that they are defective, and returns the defective Goods to ABCDL at its own expenses and risk, ABCDL will at its option replace or repair without charge the defective Goods or any defective component of such Goods or credit the Buyer with the price of such Goods.

9.2 In respect of Goods defective in manufacture, ABCDL, will endeavour to arrange for the manufacturer's warranty to extend to the Buyer.

9.3 ABCDL will not be liable hereunder in any way if, when the Goods which the Buyer alleges are defective are tested or examined by ABCDL, the alleged defect appears to have been caused by the Buyer's misuse, neglect, improper installation, any cause beyond the range of intended use of the product, or by accident, fire or other hazard.

9.4 Unless otherwise provided in this Agreement and except in respect of death or personal injury caused by ABCDL's negligence, ABCDL shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of ABCDL's its employees or agents or otherwise) which arise out of or in connection with the supply of Goods or the provision of services or their use by the Buyer. The entire liability of ABCDL shall not exceed the contract price.

10. Non-Defective Goods

10.1 The return of non-defective Goods may only be considered by ABCDL provided that all of the following conditions are met: a) the Goods are standard Goods normally held in stock by ABCDL; b) the Goods have been purchased from ABCDL and proof of such purchase can be provided to ABCDL by the Buyer; c) the Goods are in a re-saleable condition; d) the Buyer agrees to pay a restocking charge equivalent to 40% of the order price of the Goods; e) the Buyer agrees to return the Goods to ABCDL at the Buyers expenses.

10.2 Non-standard Goods may not be returned by the Buyer to ABCDL under any circumstances.

11. Force Majeure

11.1 ABCDL shall not be liable for non-performance or delay in performance or for any loss or damage to the Goods due to act of God, war, riot embargo, labour dispute, civil commotion, fire, theft, shortage of labour or materials, confiscation, delays in delivery or services of manufacturers, suppliers and sub-contractors, prohibition of import or export or any other unforeseen event (whether or not similar in nature to those specified) outside its reasonable control.

12. Default of the Buyer

If the Buyer shall commit a breach of these conditions or of any of its obligations to ABCDL or if any arrestment, distress or execution shall be levied upon the Buyer's property or assets or if the Buyer shall make or offer to make any arrangement or composition with its creditors, or become subject to an administration order, or commit any act of bankruptcy, or become apparently insolvent or grant a trust deed for its creditors, or if any petition or receiving order in bankruptcy shall be presented or made against it, or if the Buyer shall be a limited company and any resolution or petition to wind up such company's business (other than for the purposes of amalgamation or reconstruction) shall be passed or presented, or if a petition for the appointment of an administrator to such company shall be presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, or if ABCDL considers the arrangements for payment by the Buyer or the Buyer's credit to be unsatisfactory, ABCDL shall, at its sole discretion, have the right forthwith to terminate any contract subsisting with Buyer, without prejudice to any claim or right or remedy available to ABCDL or render an invoice for the full balance of the orders not then completed.

Clause 3.5 in that event will automatically apply in full. All goods remaining must be handed over on demand.

13. Installation of Goods supplied by ABCDL

13.1 Where the Goods supplied includes installation by ABCDL or its agents, the prices quoted by ABCDL to the Buyer will assume that:
a) the site is ready for installation to commence at the agreed time; b) installation is to be completed within normal working hours; c) site access is available at all times necessary to complete the installation; d) adequate mechanical lifting equipment is provided by the Buyer in the event that installation is to be carried out above ground level.

13.2 Should any of the conditions set out in the conditions of sale.

13.3 Not be met, ABCDL shall charge the Buyer for the excess at ABCDL's current rates (including travel and overtime rates)

13.4 It is the Buyer's responsibility to provide a safe environment for ABCDL's employees and/or contractors to carry out the installation. Without detracting from the generality of the foregoing such provision must include heating, lighting and power supplies.

13.5 Protection of carpets, furniture and other vulnerable items is the responsibility of the Buyer.

13.6 If according to ABCDL, the form of services or the terms of engagement under which the quotation has been provided change in any manner, ABCDL reserves the right to vary or amend the quotation.

14. Warranties

14.1 There are no warranties, conditions, guarantees or representations whether express or implied by statute or otherwise, orally or in writing, except as provided herein.

14.2 Subject as expressly provided in these conditions, and except where the Goods are sold to a person dealing as a Consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other items implied by statute or common law are excluded to the fullest extent permitted by law.

14.3 Where Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these conditions.

15. Quantity Estimates

Subject to prior agreement in writing, ABCDL will not provide any on-site services for the Buyer. Any estimate of the quantity of Goods required by the Buyer prepared by ABCDL is for guidance only and will be based on information provided by the Buyer to ABCDL. Any such estimate does not constitute an offer capable of acceptance and ABCDL accepts no liability for the accuracy thereof. When providing an estimate,

ABCDL does not include any allowance for additional materials, for wastage or installation and the Buyer must check the estimate prior to ordering from ABCDL. If the estimate is inaccurate or the form of services or the terms of engagement under which the estimate is provided change in any manner, then ABCDL reserves the right to vary or amend the estimate as it sees fit.

16. Insurance

The Buyer shall insure the Goods, whether or not installed, against fire, theft, damage and other normal insurance risks, for their replacement cost. Where on-site works are executed at the Buyer's or any third party premises by ABCDL or its sub-contractors, the Buyer shall notify their insurers of such works taking place and ensure that they are fully covered for the duration of the works.

17. General

17.1 These conditions constitute the entire agreement between the parties and supersede all prior agreement and understanding between them.

17.2 A waiver of any provision must be authorised by ABCDL by a manager listed at ADDENDUM A in writing to be effective and a waiver of any provision, or a failure or delay to exercise any right, shall not constitute a waiver of any subsequent breach of the same or any other provision.

17.3 Invoices must be paid in full with no deduction or set off in respect of monies or liabilities which the Buyer may have.

17.4 The provision of these conditions are severable and if any one or more such provisions are judicially determined to be unenforceable in whole or in part the remaining provisions shall nevertheless be binding on and enforceable by the parties hereto.

17.5 The heading in these conditions are for convenience only and shall not affect their interpretation.

17.6 The contract shall be governed by and interpreted in accordance with English law.

