



# Falcon Trunking Systems Limited

Butterworth Street, Littleborough, Rochdale BL15 8FS fax: 01706 372929 fax 01706 371550 website: www.falcontrunking.co.uk email: enquiries@falcontrunking.co.uk

## APPLICATION FOR COMMERCIAL CREDIT

<b>1. COMPANY DETAILS</b>	
FULL TRADING NAME(S) OF APPLICANT :	
FULL TRADING ADDRESS :	
POSTCODE :	
TELEPHONE :	V A T NUMBER :
FACSIMILE :	Co. REGISTRATION No.:
EMAIL :	ANNUAL SALES :
No. YEARS TRADING :	No. OF EMPLOYEES :
PRINCIPAL NATURE OF BUSINESS :	No. OF SHARES ISSUED :
	of NOMINAL VALUE £_____ each
	PAID UP CAPITAL :
	YEAR OF INCORPORATION :
IF LIMITED Co. OR PUBLIC LIMITED Co. :	
REGISTERED OFFICE ADDRESS :	
POSTCODE :	
IF PARTNERSHIP GIVE FULL NAMES (NOT INITIALS) & PRIVATE ADDRESS/ES OF ALL PARTNERS :	
a) MANAGING DIRECTOR :	
_____	
_____	
TELEPHONE No.:	FACSIMILE No.:
b) FINANCIAL DIRECTOR :	
_____	
_____	
TELEPHONE No.:	FACSIMILE No.:
c) COMPANY SECRETARY :	
_____	
_____	
TELEPHONE No.:	FACSIMILE No.:
d)	
_____	
_____	
TELEPHONE No.:	FACSIMILE No.:



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## 2. ACCOUNTS DETAILS

PERSON(S) RESPONSIBLE FOR PAYING ACCOUNTS :

TITLE :

TELEPHONE No.:

FACSIMILE No.:

BANK NAME :

BANK ADDRESS :

TELEPHONE No. :

FACSIMILE No. :

## 3. TRADE REFERENCES \*Must be Manufacturers\*

REFERENCE ONE

FULL NAME :

TRADING ADDRESS :

POSTCODE :

TELEPHONE :

FACSIMILE :

CONTACT :

REFERENCE TWO

FULL NAME :

TRADING ADDRESS :

POSTCODE :

TELEPHONE :

FACSIMILE :

CONTACT :

**CREDIT REQUIRED** £\_\_\_\_\_ per \_\_\_\_\_. *(TRADE REFS MUST BE ABLE TO SPEAK FOR THIS FIGURE.)*

I / WE AUTHORISE OUR BANKERS TO PROVIDE A BANKERS OPINION AS TO OUR SUITABILITY FOR THE ABOVE AMOUNT.

WE HEREBY REQUEST YOU TO OPEN A CREDIT ACCOUNT. DIRECTORS / PARTNERS DECLARATION : I, BEING AN AUTHORISED OFFICER OF THIS BUSINESS, DO AGREE THAT PAYMENT OF ALL ACCOUNTS WILL BE RECEIVED BY YOU (OUR SUPPLIER) WITHIN YOUR STATED CREDIT TERMS. I / WE APPRECIATE THAT ADHERANCE TO THIS OBLIGATION IS THE ESSENCE OF THE CONTRACT BETWEEN US.

IN ADDITION TO THIS, THE FOREGOING STATEMENT HAS BEEN CAREFULLY READ BY THE UNDERSIGNED AND IS TO MY / OUR KNOWLEDGE IN ALL RESPECTS COMPLETE AND ACCURATE AND I / WE HAVE READ AND ACCEPTED THE AGREEMENT OF FALCON TRUNKING SYSTEMS LTD'S TERMS AND CONDITIONS OF SALE AND SUPPLY.

If applicant is a Limited Company, a Director or the Company Secretary should sign this form.

SIGNED :

PRINT :

DATE :



## 1. DEFINITIONS

In this document the following words shall have the following meanings.

“Agreement” means the agreement between the Customer and the Company for the supply of Goods and Services pursuant to these Terms and Conditions.

“Company” means Falcon Trunking Systems Ltd (Company No 2645669) whose registered office is situated at Butterworth Street, Littleborough, Rochdale, Lancashire OL15 8JS

“Customer” means any person who purchases Goods from the Company.

“Delivery Date” means the date specified by the Company when the Goods are to be delivered and shall be detailed in the Order Form.

“Goods” means the Goods manufactured/supplied by the company specified in the Order Form to be supplied to the Customer.

“Order Confirmation” means the order confirmation as detailed in paragraph 3 below.

“Order Form” means the quotation or other similar document describing the Goods to be provided by the Company.

“Price” means the price of the Goods excluding carriage, packing, insurance and VAT.

“Terms and Conditions” means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the company.

## 2. APPLICATION OF CONDITIONS

Unless modified by special arrangements in writing by the Company, these Terms and Conditions shall be the only and entire basis of agreement between the Company and the Customer and shall have precedence over any terms and conditions proposed or stipulated by the Customer or any prior verbal representations. These Terms and Conditions shall be deemed to be accepted by the Customer who places an order (as detailed below).

## 3. ORDERS

The Company shall reserve the right to refuse to accept any order for the supply of Goods without any necessity to state or offer a reason for doing so.

The Agreement between the Company and the Customer shall not exist until the Customer confirms acceptance of the Order and these terms and conditions in writing by letter, fax or e-mail.

The Order Form signed by the Customer shall constitute an acceptance by the Customer to purchase the Goods and of these Terms and Conditions which may be supplied by the Company



Orders may be placed by letter, fax or e-mail. Any order will be confirmed by the Company in writing and shall not be deemed accepted by the Company otherwise ("Order Confirmation").

## 4. PRICE

Prices stated are those current at the date of the Order Confirmation. The Company reserves the right to increase prices on non-delivered orders to reflect any increases in cost which are notified to the Company after such date and which take effect prior to the Delivery Date. Value Added Tax will be charged in accordance with United Kingdom legislation in force at the tax point date. The Customer shall pay the price for the Goods as stated on the Order Form (unless amended by the Company) and not as stated in any quotation, document or given orally.

## 5. PAYMENT

Unless otherwise agreed in writing all invoices are due for payment by the end of the month following the date of invoice.

If any accounts remain unpaid by that date, the Company shall be entitled to:

- i) Withhold all further supplies and or cancel any future Agreement with the Customer
- ii) Charge interest on all due monies at the rate of 3% above NatWest base rate per annum until payment (including any costs incurred) accruing daily.
- iii) Require the Customer make a payment in advance of any delivery not yet made.

## 6. DELIVERY TERMS

The Company shall deliver the Goods to the address of the Customer as detailed on the Order Form unless the Customer elects to collect the Goods from the Company.

The Delivery Date or any other date given under the Agreement, is not more than an estimate and shall not be of the essence.

## 7. LOSS OR DAMAGE IN TRANSIT

The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods (or any of them) promptly or at all.

Notwithstanding that the Company may have delayed or failed to deliver the Goods (or any of them) promptly. The Customer shall be bound to accept delivery and to pay for the Goods in full providing that the delivery shall be tendered at any time within 3 months of the Delivery Date.

The Customer must notify the Company of any losses or damages to the Goods within 3 days of receipt of the Goods and shall be held for inspection to enable their claim to be made on the carrier. The Customer shall immediately notify the Company if the Goods are not received within 10 days of the date of invoice.



The customer shall notify the Company of any non delivery of a whole consignment of complete Goods within 14 days of the date of dispatch as stated on the Order Form. Notwithstanding the receipt by the Company of any such notice a clear signature on the carriers delivery advice sheet shall be deemed to signify receipt of the quantity of cartons indicated on the advice sheet.

## 8. CARRIAGE

Delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection or if some other place of delivery is agreed by the Company delivering the Goods to that place.

Where Goods are to be delivered in installments each delivery shall constitute a separate Agreement and failure by the Company to deliver any one or more of the installments in accordance with these Terms and Conditions or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the Agreement as a whole as repudiated.

If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customers reasonable controls or by reason of the Company's fault) and without prejudice to any other right or remedy available to the Company the Company may:

- a. Store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
- b. Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Agreement or charge the Customer for any shortfall below the price under the Agreement.

## 9. TITLE AND RISK

9.1 The Goods shall be at the Customer's risk as from delivery

9.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until:

9.2.1 the Customer shall have paid the Price plus VAT in full; and

9.2.2 no other sums whatever shall be due from the Customer to the Company.

9.3 Until property in the Goods passes to the Customer in accordance with clause 9.2 the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Customer 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.

9.4 Notwithstanding that the Goods (or any of them) remain the property of the Company the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Customer's own behalf and the Customer shall deal as principle when making such sales or dealings. Until property in the Goods passes from the Company the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.

9.5 The Company shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Company.



- 9.6 Until such time as property in the Goods passes from the Company the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Company. If the Customer fails to do so the Company may enter upon any premises owned occupied or controlled by the Customer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Customer under clause 9.6 shall cease.
- 9.7 The customer shall not pledge or in any way charge by way of security for an indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Company does so Without prejudice to the other rights of the Company, if the Customer does so all sums whatever owing by the Customer shall forthwith become due and owing.
- 9.8 The Customer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Company until the date that 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 Company fails to do so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

## 10. Defects in Goods

- 10.1 The Company will, at its option, either make and repair or the supply of a replacement, defects which, under proper use, appear in the Goods within a period of one month after the Goods have been delivered, providing that;
- the Customer notifies the Company in writing of the claimed defects and
  - the Company at its sole discretion is satisfied that the defects arise solely from faulty design (other than design made, furnished or specified by the Customer for which the Company has disclaimed responsibility in writing), materials or workman ship; and
  - the Goods claimed to be defective are returned to the Company at the expense of the Customer.
- 10.2 The repaired or replacement Goods will be delivered to the Customer to the original place of delivery, but otherwise subject to the provisions of this Agreement.
- 10.3 As an alternative to Clause 11.1, the Company shall be, in its absolute discretion, entitled to return the Price to the Customer if the Customer has already paid the Price when the claimed defect is notified by the Customer to the Company.
- 10.4 The remedy provided in this Clause is without prejudice to the other provisions of this Agreement, including, without limitation, Clause 11 below.
- 10.5 Unless otherwise agreed a handling charge of 20% of the total invoice value will be levied for goods returned to the Company.

## 11. Liability

The Company shall have no liability to the Customer, the user or any third party for the consequential or incidental damages of any kind whatsoever (other than that for death or personal injury caused by negligence of the Company) arising out of a breach of these Terms and Conditions by the Company.

In the event of any breach of this Agreement by the Company the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Goods as detailed in the Order Form.



- 11.1 The Company shall not incur or accept any liability concerning any representation made by the Company (or made on the Company's behalf) to the Customer (or any person acting on behalf of the Customer) prior to the making of this Agreement where such representation was made or given in relation to this Agreement;
- 11.2 The Company shall not accept any liability to the Customer concerning any express terms or provision of this Agreement where such a term relates to the Conditions;
- 11.3 All terms, conditions or warranties implied by statutory or common law relating to the Conditions are excluded from the Agreement to the fullest extent permitted by law;
- 11.4 The 'Conditions' shall mean
- (a) The correspondence of the goods with any description; and/or
  - (b) The quality of the goods; and/or
  - (c) The fitness of the goods for any purpose(s) whatsoever (whether made known to the Company or not).

## 12. CANCELLATION

The Company may cancel this Agreement at any time before the Goods are delivered by giving written notice. On giving such notice the Company shall promptly repay to the Customer any sums paid in respect of the Price. The Company shall not be liable for any loss or damage or whatever arising from such cancellation.

In the case of goods having been delivered but not yet paid for, the account shall become immediately due for payment, irrelevant of any previous agreement between the Company and the Customer

## 13. NON-ASSIGNMENT BY THE CUSTOMER

The Customer shall not be entitled to assign transfer or sub-licence all or any part of this agreement or of its rights and obligations hereunder but the Company may do so upon written notice to the Customer.

## 14. WARRANTY BY THE CUSTOMER

The Customer hereby warrants to the Company that it is an ultimate end-user or is an authorized dealer for the Goods and agrees to comply with all applicable laws and regulations. In the event of any breach of this warranty the Company shall be entitled to terminate this Agreement forthwith by notice in writing and the Customer shall indemnify the Company against any loss, damage or expense resulting from a breach of this condition.

## TRADE LITERATURE

The Customer acknowledges and agrees that any description which is given or applied to the Goods:

- a) is only for the purpose of identifying the Goods; and
- b) shall not make the Agreement between the Company and the Customer a sale by description; and
- c) is not relied on by the Customer when entering into an Agreement with the Company.



## 15. WAIVER

The rights and remedies of the Company under agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company to the Customer nor by any failure of or delay by the Company in asserting or exercising any such right or remedies.

## 16. FORCE MAJEURE

If the Company is hindered or prevented (whether temporarily or permanently) from procuring supplies to enable it to supply Goods or Services or if such supply is prevented or hindered by reason, without limitation, of Act of God, war, Act of Parliament, or orders, regulations or bye laws made under statutory authority, labour disputes including the Company labour force, interruption of power supply, failure of sources of supply, interference by a third party, civil commotion, fire, flood or other natural disaster, or any cause of whatever kind and whenever occurring being a cause beyond the Company's control, (circumstances or Force Majeure), the Company may cancel performance of the contract for as long as and to the extent that the prevention or hindrance may last and such cancellation shall not give rise to any claims by the Customer, and the Customer shall remain liable to pay for the Goods delivered prior to the date of such cancellation.

## 17. SEVERANCE AND SAVING OF RIGHTS

Should any provision of the Terms and Conditions prove to be illegal or unenforceable, such provision shall be deemed severable to the extent of such illegality or unenforceable and the remaining provisions thereof shall continue in force and effect.

## 18. THIRD PARTY RIGHTS

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## 19. LAW AND JURISDICTION

These conditions and each and every contract shall be subject to and interpreted in accordance with English law and all parties agree to accept the exclusive jurisdiction of the English Courts. Such submissions shall not limit nor be construed as limiting the Company's rights to take proceedings against the Customer in connection with this contract in any court of competent jurisdiction nor shall the taking of proceedings in any one or more courts preclude the taking of proceedings in any other jurisdiction.

## 20. NOTICES

20.1 Any notice under or in connection with this Agreement shall be in writing and shall be served by first class post or by hand on the part or sent by recorded delivery or e-mail at or to the address of the party as notified to each other from time to time.

20.2 In the absence of evidence of earlier receipt any notice shall be deemed to be duly served:





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- (a) if delivered personally when left at the last known business address;
- (b) if sent by recorded delivery 3 days after posting; and
- (c) if sent by e-mail, when received.

To be signed by a director/company secretary (Limited Companies):

I / We have read and accepted the Terms and Conditions of Business of Falcon Trunking Systems Limited.

Signed:

Position Held:

Print Name:

For and on behalf of:

Date: