



## APPLICATION FOR CREDIT ACCOUNT

**Customers Full Name** .....

**Company Name** .....

**Trading Address** .....

.....

.....

**Telephone Number** .....

**Fax Number** .....

**Address of Registered Office** .....

.....

.....

**Company Registration Number** .....

**V.A.T. Number** .....

**E-mail address** .....

**Name and Address of Parent Company (if applicable)** .....

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**Credit Amount Required £** .....

**Trade Reference 1**

**Trade Reference 2**

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**We request credit facilities as above in accordance with your Terms and Conditions enclosed.**

**Signed**.....

**Name**.....

**Position**.....

**Date**.....

**Please complete and return with a copy of your company letter headed paper.**

**IN APPLYING FOR A CREDIT ACCOUNT, WE AGREE TO ABIDE BY THE FOLLOWING TERMS & CONDITIONS OF SALE**

1. a) The Seller' means Capital Windscreens Ltd. (trading name Capital Car Glass)
- b) 'The Buyer' means the individual or individuals or incorporated or unincorporated body with which the Seller has contracted subject to these conditions.
2. The Seller shall sell and invoice goods at the prices ruling at date of despatch. Prices subject to change without notice. However, all reasonable endeavours will be made to notify the Buyer of alterations in prices between the date of order and the date of despatch.
3. In respect of approved credit accounts, payment is due by the last day of the month following delivery unless otherwise agreed in writing by the Seller. Credit suspended when account reaches credit limit or past 30 days without notification.

In all other cases terms of payment are cash or bank transfer with order or upon the collection of the goods. In the event when the Seller must enforce payment, it will be entitled to attorney fees, court costs and the finance charges accrued at 1.5% per month on accounts due.

4. Without prejudice to its other rights and remedies, in the event of non-payment by or on the due date, the Seller shall be entitled to repossess any goods which are in the possession or control of the Buyer and if the Seller does so then the Buyer shall cease to be entitled to sell any goods supplied by the Seller. Insofar as the Buyer fulfills its payment obligations to the Seller, the Seller will have the right to resell the goods. The Seller will have the right to cancel any pending orders.

5. The Buyer, collecting the goods from the branch, accepts that the risk of damage shall pass to the Buyer upon the collection of the goods. If the Seller agrees to deliver the goods, risk shall pass on delivery.

6. The Buyer will, without undue delay, inspect the goods purchased before the collection and will immediately report about any apparent defects.

The Seller will not be liable for any claim for loss and damage arising from the following:

- a) Defects of quality and/or manufacture, unless full details were notified to the Seller within one day from the date of collection/delivery
- b) Goods already despatched and in any event after the Buyer installed or sold the goods.
- c) No claim in relation to the goods will be admissible after the use, manipulation, or alteration of the goods by the Buyer or any third party.

7. Cancellation of the orders cannot be accepted if the Buyer fails to properly inspect the goods and give notice of the defects before collection of the goods.

8. Seller's liability for defects which had not or not on time or not properly been reported is excluded. The Seller is not be liable for damages caused to third parties, for any consequential or indirect loss or for labor costs.

9. The Seller is not liable for any defects, resulting from the improper use, installation, alteration, or treatment of the goods. The Buyer shall be liable for any loss resulting from the failure to apply professional standards and customary instructions in relation to the goods. Responsibility will not be accepted for any injury, loss or damage arising from the use of goods supplied by the Seller.

10. Seller's sole liability under warranty or contract, or on any other basis, is limited to either replacement of the product or a refund of the purchase price at the Seller's option.

11. The Buyer acknowledges that the provisions contained in these Conditions are reasonable having regard to the fact that the Buyer has neither inspected the goods prior to the conclusion of the contract, or has decided at his own risk to have inspected the goods.

12. These conditions shall in all respects be construed and carried into effect in accordance with the Laws of England.

I/We certify that all the information on this form is correct.....

I/We fully understand the above credit terms and agree to unconditionally, and personally guarantee payment of indebtedness and/or credit balance of the within named firm.....

\* Company information will be held in strictest confidence