

# Credit Account Application

TELEPHONE: 024 7643 7900

FAX: 024 7643 7969

E-MAIL: sales@caldwell.co.uk

WEB SITE: www.caldwell.co.uk

Credit is given subject to the company policy in force at the appropriate date of order. We reserve the right to adjust these conditions in line with current trading volumes and practices.

All orders are assessed individually regarding size/value and in certain instances we would require payment/part payment prior to despatch.

We request you to open a credit account in the name of:

|                               |   |                          |  |
|-------------------------------|---|--------------------------|--|
| Company Name                  |   |                          |  |
| Address                       |   |                          |  |
|                               |   |                          |  |
|                               |   |                          |  |
| Post Code                     |   |                          |  |
| Telephone                     |   | Fax                      |  |
| Accounts E-mail Address       | ◀ Please provide an address to receive invoices and statements via e-mail               |                          |  |
| Purchasing E-mail Address     | ◀ Please provide an address if you wish to receive sales order acknowledgments by email |                          |  |
| Your Accounts Payable Contact |   | Company Registration No. |  |

Please select the company type: - Tick one

|                     |                          |             |                          |                 |                          |                         |                          |
|---------------------|--------------------------|-------------|--------------------------|-----------------|--------------------------|-------------------------|--------------------------|
| Sole Proprietorship | <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Limited Company | <input type="checkbox"/> | Wholly Owned Subsidiary | <input type="checkbox"/> |
|---------------------|--------------------------|-------------|--------------------------|-----------------|--------------------------|-------------------------|--------------------------|

The names of Directors and Principals of the Concern

|  |  |
|--|--|
|  |  |
|  |  |

**We agree to abide by net monthly terms and have received a copy of Caldwell Terms and Conditions of Sale. If payments are not made within our agreed terms of trading we reserve the right to withdraw credit facilities and collect all outstanding monies.**

|                                    |  |       |  |      |  |
|------------------------------------|--|-------|--|------|--|
| Signature (Director or Proprietor) |  |       |  |      |  |
| Print Name                         |  | Title |  | Date |  |

**Please return this form to us accompanied by your OFFICIAL LETTERHEAD.**

Once your account application has been approved you will receive written confirmation from our Credit Controller.

To assist us in keeping you informed of new products or changes, please complete the following:

|                                    |      |                          |        |                          |           |                          |       |                          |
|------------------------------------|------|--------------------------|--------|--------------------------|-----------|--------------------------|-------|--------------------------|
| Window Material (please tick)      | PVCu | <input type="checkbox"/> | Timber | <input type="checkbox"/> | Aluminium | <input type="checkbox"/> | Other | <input type="checkbox"/> |
| System Type (eg. Sapa, Rehau, Own) |      |                          |        |                          |           |                          |       |                          |

## Terms and Conditions of Sale

**CALDWELL HARDWARE (UK) LTD.**  
HERALD WAY,  
BINLEY INDUSTRIAL ESTATE,  
COVENTRY CV3 2RQ  
TELEPHONE: 024 7643 7900  
TELEPHONE: 024 7643 7969  
E-MAIL: [sales@caldwell.co.uk](mailto:sales@caldwell.co.uk)  
WEB SITE: [www.caldwell.co.uk](http://www.caldwell.co.uk)

- ACCEPTANCE OF ORDER, EXPIRY DATE AND SAMPLES:** Orders are accepted only upon and subject to the Seller's Conditions of Sale as printed herein ("**Conditions**"). Unless expressly accepted in writing, any qualification of these Conditions by the Buyer in any written or printed document or otherwise shall be inapplicable. Unless previously withdrawn, any quotation by the Seller expires twenty-one days after the date thereof. No binding contract shall be created by the acceptance on the part of the Buyer of a quotation or offer made by the Seller until specific notice of the acceptance of the order in writing shall have been given by the Seller. Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the contract or have any contractual force.
- PRICES AND PAYMENT:** Orders are accepted only on condition that goods will be invoiced at the prices in force at the date of despatch. The Seller reserves the right to alter prices by giving notice to the Buyer to reflect any increase in the cost to the Seller which is due to any factor beyond the Seller's control (such as, without limitation, any foreign exchange fluctuation, alteration of taxes or duties, significant increase in the costs of labour, materials or the cost of manufacture) provided that the Buyer may cancel this contract within 7 days of any such notice from the Seller. If the variation in price occurs during the currency of an order the price of the undespached portion of the order outstanding at the date of such variation in price shall be adjusted accordingly. Unless otherwise stated, prices quoted are exclusive of VAT and costs of packaging, insurance and transport which shall be invoiced to the Buyer. Payment is due monthly and without set off. Time of payment shall be of the essence.
- DELIVERY:** Any date named by the Seller for despatch or delivery is given and intended as an estimate only, and is not of the essence of the contract. The Buyer shall nevertheless be bound to accept the goods ordered when available. The Seller shall not be liable in any way in respect of late despatch or delivery however caused nor shall such failure to despatch be deemed to be a breach of contract. Where any drawings, specifications, instructions and materials are to be supplied to the Seller, the Buyer shall supply the same in reasonable time to enable the Seller to despatch within the period named. The Seller shall deliver the Goods to the location set out in the Buyer's order or such other location as the parties may agree at any time after the Goods are ready. The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- DEFAULT IN PAYMENT:** Should default be made by the Buyer in paying any sum due under any contract as and when it becomes due or should the Buyer be in breach in any respect of the contract entered into, the Seller shall have the right with or without notice (at the discretion of the Seller) either to suspend all further deliveries until the default is remedied or to terminate any contract then subsisting so far as any further Goods remain to be delivered without prejudice to any claim or right the Seller might otherwise make or exercise. Without prejudice to the foregoing, the Seller reserves the right to charge interest on all overdue accounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.
- SHORTAGE, DAMAGE AND/OR LOSS IN TRANSIT:** No claim for non-delivery of part of a consignment or for damage in transit, corrosion, shortage of delivery, deviation or delay will be entertained unless a separate notice in writing is given to the carrier concerned on delivery and to the Seller within three days and a complete claim in writing is made to the Seller within five days of receipt of the Goods. In the case of non-delivery of a whole consignment, notice in writing must be given to the carrier concerned on delivery and to the Seller within ten days and a complete claim in writing made within a further ten days of the date of despatch. Where Goods are accepted without being checked the delivery book of the carrier concerned must be signed "not examined". The goods in respect of which any such claim is made shall be preserved intact as delivered and shall not be used in any way for a period of fourteen days from notification of the claim within which time the Seller and the carrier shall have the right to attend at the Buyer's works to investigate the complaint. Any breach of this condition shall disentitle the Buyer to any allowance in respect of the claim. No liability under this clause shall arise if the defect arises due to the Buyer failing to follow the Seller's oral or written instructions as to storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same.
- WARRANTIES:** The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 section 12) all other warranties, conditions or terms relating to fitness for purpose, satisfactory quality of the Goods and whether implied by statute or common law or otherwise are excluded.
- TESTS AND INSPECTION:** Unless otherwise agreed in writing, all testing and inspection specified by the Buyer or implied by the order or customary to the Seller's practice shall be at the Seller's works and shall be final subject to the Buyer having the right to reject the Goods if the Goods are not fit for the purpose or of satisfactory quality by giving written notice to the Seller within 7 days.
- DEFECTIVE GOODS:** Goods represented by the Buyer to be defective or not to conform to contract and returned to and accepted by the Seller as such will be replaced as originally ordered if required and practicable or will be credited but shall not form the subject of any claim for work done by the Buyer, transport costs, consequential damages or expenses, loss of profit or on any claim arising through re-sale or any other loss, damage or expense whatsoever or howsoever incurred. No claim in respect of defective Goods will be valid unless made and the alleged defective Goods returned within ninety days of the date of despatch of the Goods nor will such claim be accepted as a reason for cancellation of the remainder of the order.
- FORCE MAJEURE:** The Seller shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event, being, any event beyond the Seller's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events or extreme adverse weather conditions, or default of suppliers or subcontractors. In such event, the Seller reserves the right to cancel or suspend deliveries and the Seller shall not be liable in any way for loss or damage arising directly or indirectly through or in consequence of any Force Majeure Event.
- INFRINGEMENT OF PATENTS DESIGNS RIGHTS COPYRIGHT OR OTHER INTELLECTUAL PROPERTY:** The specifications and designs of Goods (including the copyright, patent, design right or other intellectual property in them) shall be the property of the Seller. The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's specification which involves infringement or alleged information of a third party's intellectual property.
- TERMINATION:** If the Buyer defaults or commits any material breach of any of his obligations to the Seller or if any distress or execution is levied upon the Buyer or if the Buyer offers to make any arrangement with creditors or commits any act of bankruptcy/insolvency or if any petition in bankruptcy/insolvency shall be presented against him (or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly) or if the Buyer is a limited company any resolution or petition to wind up such company's business (other than for the purposes of any amalgamation or reconstruction which becomes effective) shall be passed or presented, or if any analogous event in any jurisdiction occurs, the Seller shall have the right forthwith to suspend or terminate by written notice any contract then subsisting without prejudice to any claim or right the Seller might otherwise make or exercise and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.
- LIABILITY:** Nothing in these Conditions shall limit or exclude the Seller's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979 or defective products under the Consumer Protection Act 1987. Subject to the foregoing: (i) the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and (ii) the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.
- RISK IN AND TITLE TO PROPERTY:** Risk in the Goods shall pass to the Buyer on completion of delivery. Without prejudice to any of the Seller's other rights under the contract and notwithstanding delivery of any Goods, title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for: (i) the Goods; and (ii) all other sums which are or which become due to the Seller from the Buyer for sales of goods on any account. Until title to the Goods has passed to the Buyer, the Buyer shall (i) hold the Goods on a fiduciary basis as the Seller's bailee; (ii) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property. If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in clause 11 (TERMINATION) or the Seller reasonably believes that any such event may happen, without prejudice to any of its other rights, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them. If any of the goods are incorporated in other goods before such payment the property in the goods delivered by the Seller shall nevertheless be and remain with the Seller until such payment has been made PROVIDED THAT where any Goods delivered under this contract have been sold by the Buyer either in their original form or after further processing or incorporation in some other product then the Buyer shall be trustee for the Seller of the proceeds of sale thereof or of any claim by the Buyer in respect of such proceeds until such time as the Seller shall have been paid in full for such Goods.
- CREDIT REFERENCES:** The Seller will make a search with a credit reference agency which will keep a record of that search and will share that information with other businesses. The Seller may also make enquiries about the principal directors with a credit reference agency. The Seller will monitor and record information relating to the Buyer's trade credit performance and such records will be made available to other organisations to assess applications for credit.
- ENTIRE AGREEMENT:** The contract for the Goods constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in these Conditions.
- GENERAL:** (i) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. (ii) No waiver by the Seller of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. (iii) If any provision of these conditions is held by any competent authority to be invalid, illegal or unenforceable in whole or in part that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected and if any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

GOVERNING LAW AND JURISDICTION: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.