

Application for Credit Account



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Business/Trading Name:

Business / Trading Address:

Telephone Number:

Fax Number:

Invoicing Address
(If different from above)

Ordering Procedure:

Bulk Order Per Movement Value per Site

Type of Business:

PLC Limited Sole Trader Partnership LLP

Company Registration Number:

VAT Registration Number:

SIC Code:

Nature of Business:

Date Company Established:

Bank Name:

Branch Address:

Sort Code:

Account Number:

Estimated Monthly Credit Req:

Contact Details

Accounts Contact

Director / Sole Traders /
Partners / Trustees

Name	Telephone Number	Position



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	Trade Reference 1	Trade Reference 2
Name of Company:		
Address:		
Telephone Number:		
Fax Number:		

Declaration:

Each Signatory, as authorised representative(s) of the applicant Customer, hereby applies for a Credit Account and agrees to pay the account 30 days from month end in accordance with Ecofficiency Ltd conditions of sale. Each Signatory further agrees that those conditions of sale (as modified, amended or updated by Ecofficiency from time to time) shall apply to all sales of Ecofficiency goods or services.

Should be signed by a director(s), partner(s), company secretary or proprietor of the business.

Signed:	Print Name & Position:	Date:
Signed:	Print Name & Position:	Date:
Signed:	Print Name & Position:	Date:
Signed:	Print Name & Position:	Date:

FOR ECOFFICINECY USE ONLY

Credit Checked By:	Approved By:
Credit limit Requested:	Date:
Credit limit Recommended:	Credit Limit Agreed:



In the following Terms & Conditions of Sale 'Ecoefficiency Limited' is referred to as "the company" and the person to whom any quotation is made is referred to as "the customer".

- 1. Conditions**
 - (i) Any variation to the following conditions is inapplicable unless accepted in writing by the company.
- 2. Quotations**
 - (i) Any quotation shall be revocable at any time prior to acceptance and if not accepted shall lapse 30 days after the submission date.
 - (ii) The acceptance of any quotation by the customer shall include acceptance of the terms & conditions contained therein. Any other conditions shall be void unless a specific agreement has been made in writing between the company and the customer.
 - (iii) The customer's signature or placing of any order shall be deemed acceptance of these conditions of sale.
- 3. Payment**
 - (i) Net cash within 30 days from date of invoice.
 - (ii) The company reserves the right to insist upon payment before delivery if the customer's credit is not satisfactory or if payment of any sum owed by the customer to the company is overdue and the company reserves the right to charge the customer interest at 8% per annum above the base rate of the company's bankers and to withhold further deliveries or to cancel any unexecuted part of any order with the customer.
- 4. Price**
 - (i) Prices quoted are exclusive of VAT and are prices ruling at the date of the quotation. The quoted price for the goods may be varied by the company and the customer shall pay any increase in the cost of labour and/or materials and/or fuel in addition to the quoted price.
 - (ii) If any quoted price includes collection/delivery it is in respect of collection/delivery on normal working days. All collections/deliveries made at the customer's request at any time outside normal working hours or normal working days may be subject to an additional charge. Bank Holidays will not be deemed as normal working days.
 - (iii) In the case of orders given by the customer verbally whether by telephone or otherwise the record made by the company of such order shall be conclusive and binding as to the type and quantity or product involved with the delivery point and the delivery date.
- 5. Delivery**
 - (i) Collection/Delivery by the company's vehicles shall be made on the nearest good hard road to the site. Should delivery be required at any point off a public road the customer shall be responsible for any damage to the vehicle
 - (ii) Should the company's vehicles be held on site for more the 30 minutes then the company shall be entitled to charge the customer waiting time.
 - (iii) Collections/Deliveries may be wholly or partially suspended in the event of a stoppage, delay or interruption of working the establishment of either the company or customer during the delivery period as a result of the strikes, lock-outs, trade disruptions, breakdowns or accidents or any other cause whatsoever beyond the control of the company or customer respectively.
 - (iv) The company shall not be liable for any damage or breakage during or subsequent to unloading by the customer.
 - (v) The customer will indemnify the company in respect of any claim, loss or damage payable by the company as a result of any claim arising out of the unloading of the goods howsoever occasioned. The customer warrants to the company that in the pursuance of the requirement of the Health and safety at Work etc. Act 1974 the customer will provide safe working conditions within the site premises consistent with that Act and will ensure that the company's personnel are not exposed to any risk to their health & safety.
 - (vi) The customer hereby agrees to indemnify the company against any loss damage expense or proceedings arising out of any claims of any employee of the company or of its contractor pursuant in the above act or statutory modification in respect of any incident or occurrence at the point at or on the road or access to which delivery is made. The customer shall not be required to indemnify the company for any claims which arise as a result of the company's or contractor's negligence.
 - (vii) The company shall not be liable for loss, damage or otherwise which is caused by the customer or its clients or contractors, site or property where the customer directs the company as to where to place the plant, equipment or goods. Further, the customer undertakes that where in such circumstances loss or damage does occur; they shall not delay payment for goods or services supplied by the company.
 - (viii) The customer is responsible for ensuring that all access to the collection/delivery site is free and passable and that any right of way and/or permissions that are necessary for accessing the collection/delivery site are obtained from any/all relevant third parties. The customer will be responsible for any demurrage and/or waiting time caused by any delay incurred due to access being denied or not possible to and from the collection/delivery site.
 - (ix) The customer shall not be responsible for any personal injury or death caused by the supply of any of its goods or services unless caused by the company's negligence.
 - (x) Any damage caused to skips whilst in the customer's custody possession or control shall be charged for at the company's standard rate.
 - (xi) All samples submitted by the company will be from the current production at the time of submission of such samples. Due to the variation in the seams/strata in the company's quarries or sites the material eventually supplied in bulk may not conform to the original sample but the company will supply materials to conform to the relevant British Standard Specification if applicable.
 - (xii) Quotations are based on the assumption that the customer will make provision for material to be stockpiled in the event of a breakdown of site/plant machinery or similar occurrence and should stock piling facilities not be provided and loads or part loads have to be returned to the company the transport costs to and from the site and other incidental costs will be payable as an extra by the customer.
- 6. Title**
 - (i) Until payment in full has been made the ownership of the materials sold shall remain with the company until the customer has paid the price for those materials. Until the date of payment the company shall keep the goods in question as trustee for the customer.
 - (ii) If any of the events referred to in paragraphs (i) to (iii) in Condition 9 occur the company shall be entitled to recover any or all the materials in the customer's possession to which the company has title hereunder and for that purpose the company. Its servants or agents may with such transport as is necessary enter upon any premises occupied by the customer or to which the company has and where the materials may then be situated.
- 7. Limitation of Liability Shortage Defects**
 - (i) In any case where it is established to the satisfaction of the company that the materials have been damaged or lost in transit, or less than the full quantity has been delivered the customer will at its own cost rectify or replace the same or make good the shortfall provided that in the case of any shortfall loss or damage the customer and the carrier are notified within 24 hours of delivery or the date on which the delivery was due in the case of total loss save aforesaid the customer will not be liable for such loss or damage in transit.
 - (ii) In any case where it is established to the satisfaction of the company that materials supplied by the company contain at the time of receipt by the customer some defect in quality (not being a defect caused by some act of neglect of the customer or a third party), the company will at its own cost rectify or replace the same or refund to the customer the purchase price of the materials (the choice being at the company's option) provided that the customer notified the company in writing of the same within 48 hours of delivery unless the defect in the materials as apparent upon examination at the time of delivery in which case the company must be notified immediately upon delivery. In all cases the defective materials must be made available for inspection by the company.
 - (iii) Save as aforesaid the company will not be liable to the customer for any loss or damage whatsoever suffered as a result of a defect in quality or that the materials are not fit for a particular purpose. Save as aforesaid no warrant or representation given either before or after the acceptance by the company of any order from the customer or on behalf of the company including without prejudice to the generality of the foregoing any advice or assistance given whatsoever nature as to the use, application or performance of any materials supplied by the company shall be binding upon the seller unless specifically stated in writing to be incorporated in the order.
- 8. Consequential Loss**
 - (i) Without prejudice to the generality of anything contained elsewhere in these conditions the seller shall not in any event be liable to the customer for any indirect or consequential loss damage or expense.
- 9. Insolvency and Breach of Contract**
 - (i) The company shall have the option to rescind the order or to suspend delivery in the event of the following;
 - (i) Should any sum owed to the company be overdue.
 - (ii) Should the customer be in breach of any term of the supply by the company.
 - (iii) Should the company compound or enter into any composition or arrangement or have a proposal made for the voluntary arrangement with its creditors; have a petition presented for the appointment of an Administrator or an Administrator be appointed; have a receiver or Manager or Administrative Receiver appointed over all or any part of its assets; have a resolution passed for its Voluntary Winding Up save for the purpose of amalgamation or reconstruction or call a Creditors Meeting for a Voluntary Liquidation or enter Voluntary Liquidation; be in receipt of an unsatisfied Statutory Demand or have a Petition presented for its winding up or be the person removed from the Registrar of Companies.
- 10. Cancellation**
 - (i) All quotations are made subject to the availability of services or products and the company reserves the right to cancel in whole or part any order for services or products to the extent that they cease to be available.
- 11. Rights**
 - (i) The customer shall not assign any of its rights or obligations under any contract to which the Conditions of Sale apply without the prior written consent of the company.
- 12. Law**
 - (i) The Conditions of Sale to which apply shall be subject to and construed in accordance with English Law.