

Penarth Road, Cardiff CF11 8TD

Tel: 029 2071 3000 Fax: 029 2070 2386

e-mail: accounts@tbdavies.co.uk web site: <http://www.tbdavies.co.uk>**APPLICATION FOR CREDIT ACCOUNT****Company Name** _____**Company Registration No.** _____ **VAT No.** _____
(if Limited Company)**Address** _____**Invoice Address** _____**Full Registered Name** _____
(or Proprietor if not Ltd Co.)**Full Registered Address** _____
(Private Address if not Ltd Co.)**Telephone No.** _____ **Fax** _____**Date Established** _____**Director/s** _____**Name of Bank** _____**Bank Address** _____**Account No.** _____ **Sort Code** _____**Expected Monthly Spend** _____**TRADE REFERENCES** (Two Required)**Company** _____ **Company** _____**Address** _____ **Address** _____**Post Code** _____ **Post Code** _____**Telephone** _____ **Telephone** _____**Fax** _____ **Fax** _____**Please return pages 1 & 2 of the completed form. Please note the account will not be opened without sight of your official letterhead.**

CONDITIONS OF SALE

T.B. Davies (Cardiff) Ltd., Penarth Road, Cardiff, CF11 8TD
Tel: 029 2071 3000 Fax: 029 2070 2386

1. In these conditions 'the Buyer' shall mean the party making this application and 'Goods' means any Goods or replacements supplied to the Buyer under the contract of sale.
 2. These conditions shall apply to any contract of sales between the Company and the Buyer entered into after the date of this application and no addition to in writing by both parties.
 3. Payment for Goods supplied by the Company shall be due in full **30 days from date of invoice** where monthly balance is less than £100, otherwise terms **net monthly**. The Company in writing must agree any variations on these terms.
 4. Retention of Title
 - I. Until the Company has received payment in full of all sums owed to it on any account by the Buyer (whether arising out of this or any other contract) legal and beneficial title to the Goods shall remain in the Company: such Goods are referred to in this Condition as 'the Retained Goods'.
 - II. The Retained Goods shall be at the Buyer's risk and the Buyer shall from the date of delivery at his own expense effect insurance for their full replacement value against all usual risks and keep them stored separately and clearly identifiable as the Company's property and with all identifying marks intact and legible: and
 - III. Subject to the remainder of the Clause below, the Retained Goods may be used or sold by the Buyer in the ordinary course of business on the basis that the proceeds of sale of the sale shall belong to the Company, and the Buyer shall hold the proceeds of the sale of the Retained Goods on trust for the Company absolutely and shall not pay for them into an overdrawn bank account and shall keep them at all times identifiable as the Company's moneys and shall not allow proceeds to be withdrawn or charged: and sales of the Retained Goods pursuant to this Condition shall be at their full market value and in the case of Retained Goods which have been processed by the Buyer or combined with other goods not the property of the Company as aforesaid such proportion of the proceeds of sale as is attributable to the retained Goods.
 - IV. The Buyer's power of use and sale of the Retained Goods shall terminate forthwith on notice from the Company if
 - a. the Buyer is in default of any of his obligations under this or any other contract with the Company:
 - b. or if the Company has reasonable doubts as to the ability or willingness of the Buyer to pay any sum to it on the due date: and
 - c. automatically upon the occurrence of any of the following -
 - d. if the Buyer commits any act of bankruptcy or causes a meeting of or makes any arrangement or composition with its creditors: or
 - e. if the Buyer becomes insolvent or appears to be unable to pay a debt or to have no reasonable prospect of paying a debt (within Sec.268 of the Insolvency Act 1986), or being a company, appears unable to pay its debts (within the meaning of Sec.123 of the Act): or
 - f. if there is presented a petition for the winding-up of the Buyer or for the appointment of an Administrator of it's undertaking: or
 - g. if an encumbrance takes possession of or an Administrative Receiver is appointed over any of its assets or undertaking or a winding-up order is made against it or goes into voluntary liquidation (otherwise than for the purposes of a bona fide reconstruction or amalgamation of a solvent company)
 - I. The Company may at any time on giving prior notice enter the Buyer's premises for the purpose of inspecting the retained Goods and identifying them as the Company's property and the Buyer irrevocably authorises the Company to enter upon its premises for that purpose.
 - II. Upon suspension, revocation or determination of the Buyer's power of sale and use of under this Condition, the Buyer shall place all the Goods in its possession or under its control at the Company's disposal and shall be deemed to irrevocably authorise the Company to enter upon any of the Buyer's premises, with or without vehicles, for the purpose of removing such retained Goods.
 - III. The repossession of the Retained Goods by the Company in accordance with this Condition shall be without prejudice to all or any of the company's rights against the Buyer under the contract.
1. The Company shall be entitled to reject any claim relating to the delivery of Goods unless such claims are notified to the Company within 7 days of delivery and to reject any query relating to an invoice unless the query is notified to the Company within 14 days of invoice. All Goods to be checked on delivery.

I/We apply for credit facilities for the purchase of Goods and agree to the Conditions of Sale.

Signed _____ Name (Please Print) _____

Date _____ Position _____

On behalf of (Company Name) _____

Additional Information

Type of Business _____

Purchasing Contact _____ Telephone _____ E-mail _____

Account Contact _____ Telephone _____ E-mail _____