

Peter Benson (Plywood) Limited

Begonia Street, Darwen, Lancashire, BB3 2DP

Tel: 01254 775033 / Fax: 01254 873802

Email: sales@pbplywood.co.uk

ACCOUNT APPLICATION FORM

Company Name

Street

Town

Postcode

Co. Register No.

Telephone Number:

Fax Number:

Email Address:

A/C Dept Contact

Credit Limit Required

**Please advise your Normal
Payment terms**

Bank Details

Name of Bank

Street

Town

Post Code

Account Number

Sort Code

Name and address of three trade references

COMPANY 1

Company Name

Street

Town

Postcode

Telephone Number:

Fax Number:

COMPANY 2

Company Name

Street

Town

Postcode

Telephone Number:

Fax Number:

COMPANY 3

Company Name

Street

Town

Postcode

Telephone Number:

Fax Number:

Information which is provided by you may be verified and held within our records. In accordance with the terms of the Data Protection Act you accept that credit checks may be carried out by one or more licensed credit agencies who may utilise the information contained within this application for their purposes and who will retain a record of the search. Such enquiries may be carried out at any time and we may instruct a credit status agency to contact you for more information.

DECLARATION

I/We the undersigned apply to Peter Benson (Plywood) Limited for credit facilities and declare that the information given is correct.

This document constitutes an application for credit and is to be read in conjunction with the company's condition of sale (the conditions), a copy of which is attached. In signing this document or accepting the goods (as defined in conditions) which are the subject of any order submitted by you, you acknowledge that you have read and agree to be bound by the conditions which shall be incorporated into any contract for the sale and purchase of goods arising between the company and you. In the event of any ambiguity or conflict between the conditions and this document, the conditions will prevail.

Peter Benson (plywood) Limited reserves the right to terminate this agreement forthwith by notice upon breach by the customer of any conditions and all amounts then outstanding will be due forthwith. Thereafter interest will be charged on a daily basis until the account is paid in full.

This form must be signed by the Sole Proprietor, All partners or a Director of a Ltd/PLC Company. (If additional Partners, please include on a separate sheet)

Signed

Print Name

Position

Date

Signed

Print Name

Position

Date

PLEASE ATTACH A COMPANY LETTERHEAD

CONDITIONS OF SALE

1. Goods are not tested or sold as fit for any particular purpose and any term warranty or condition express implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the seller's liability (in contract, tort or otherwise) to the buyer arising under or in connection with this contract or the goods supplied hereunder exceed the invoice price of the particular piece(s) concerned. The seller be under no liability for loss or damage or delay howsoever arising caused by circumstances outside his control.
2. The property in the goods shall not pass to the Buyer until the Buyer has paid to the seller the whole price thereof if, notwithstanding that the property in the goods has not passed to the Buyer, the Buyer shall sell the goods in such manner as to pass to a third party a valid title to the goods, the Buyer shall hold the proceeds of such sale on trust for the seller. The Buyer agrees that prior to the payment of the whole price of the goods the seller may at any time enter upon the Buyer's premises and remove the goods there from and that prior to such payment the Buyer shall keep the goods separate and identifiable for this purpose. Nothing herein shall constitute the Buyer the agent of the seller for the purpose of any such sub-sale. Notwithstanding that property in the goods shall be at the risk of the Buyer from the time of collection by or delivery to him of the goods of after the expiration of the rent-free period referred to below, whichever is the earlier. Goods will be stored rent-free for 14 days from the date of this contract or the date for collection (if any is agreed upon) or the date when the goods are available for collection, whichever is the later, after which the Buyer shall rent at the rate charged by public dock authorities in the area or (if no such rate obtains) _____ per _____ per week under cover and _____ per _____ per week in the open. Any delay caused by the unreasonable act or default of either party to rail or road transport or craft furnished by the other to be for the account of the party caused the delay.
3. If the Buyer shall fail to make due payment of all monies due by the Buyer to the seller on whatever account then until all such monies have been paid the seller shall be entitled to withhold delivery of the goods or any part thereof and during such time the goods shall be deemed to be not available for collection. If the Buyer does or suffers to be done anything which might prejudice to his other rights accept such redemption without notice as termination thereof. The Buyer shall take delivery or collect the goods within the time limit provided for under this contract; in the event that he fails to do so within such limit, the seller shall be entitled to treat such failure as a repudiation of the contract and may without prejudice to his other rights accept such repudiation without notice as termination thereof.
4. Notice of any claim arising out of or in connection with this contract must be given in writing to the seller within 7 working days from the date when the goods are collected or delivered, failing which all claims shall be deemed to be waived and absolutely barred. In any event the seller shall be under no liability for shortage or damage unless within 3 days of the delivery the Buyer gives written notice of claim otherwise than on a consignment note or delivery document to the carrier and the seller. The seller shall be under no liability whatsoever if bulk is broken pending settlement of any claim, or, where the goods collected or delivered include plywood or particle board, if the marked battens of the packages (if any) are not produced with the goods for inspection by the seller.
5. If it is agreed that the goods be processed the seller may arrange for such processing to be performed by a third party and in such case the operation shall be carried out on the Standard Terms and Conditions of the Third Party.
6. All sales "to arrive" shall be subject to shipment and safe arrival. Any variation in the total risk insurance rate or of any charge, tax, levy, duty or impost of the goods shall be for the Buyer's account. Instructions for delivery to be given in time to enable them to be carried out upon arrival. In the absence of such instructions or if ordered by the Buyer or rail or road transport or to craft and the Buyer fails to provide same when goods are available the seller may take such steps as he may in his absolute discretion consider to be necessary to clear the goods and may recover from the Buyer all expenses thereby incurred.

7. If any contract(s) made by the seller to procure the goods provides for variation of price(s) or for the cancellation of such contract(s) in the event of alteration in rate(s) of exchange and by virtue of such provision either the price of any of the goods to be paid by the seller, or the sterling equivalent thereof, is varied or the contract(s) is cancelled then the price(s) of such goods under this contract shall be varied by the same amount or the seller at his option shall have the right to cancel this contract by notifying the Buyer in respect of any goods not delivered to the Buyer at that date.

8. Any variation in the cost to the seller of affecting delivery of the goods to the Buyer or in charges directly or indirectly affecting the goods which occurs after the date of the contract and prior to delivery of the goods to the Buyer shall be for the Buyers account, save that if any contract made by the seller to procure the goods provide cancellation of such contract in the event of a refusal by the seller to agree to variation of the rate of the freight, and, contract by notifying the Buyer in respect of any goods not delivered to the Buyer at that date.

9. All terms, expressed or implied, relating to the quality of the goods are warranties only the breach of which gives no right to reject the goods or terminate the contract in any circumstances whatever.

10. All prices quoted are exclusive of Value Added Tax where applicable. Payment for the goods shall be made on or before the date fixed in accordance with the terms agreed between the buyer and seller for the operation of the account between them, in the event that payment shall not have been made by such date the seller shall be entitled to recover from the Buyer interest or any outstanding balance at the rate of 2% above the bank of englands minimum lending rate for the time being in force for the period from such date until the date of payment.

11. Where the these terms and conditions in any conflict with any terms on which the Buyer has purported to purchase the goods, then the provisions of any such terms of the Buyer shall be ineffective to the extent that they are inconsistent herewith.