



Account Application Form

Full Trading Name(s) of Applicant _____

Please complete all sections in block capitals

Trading Address			
Nature of your business (e.g. safety distributor)			
Telephone		Fax	
Email Address			

I am interested in:

Welding Safety Products

Safety/PPE Products

Welding Products

Janitorial Products

Gas Products

If other, please specify: _____

If you wish to open a credit account with us, please fill in pages 2 & 3, otherwise, please sign below and fax just this page back to us on 01925 817223.

DECLARATION BY ACCOUNT APPLICANT

We hereby request you to open an account.

Director's/Partner's Declaration:

I, being an authorised officer of this business, do declare that all the information above is true and that payment of all account will be paid to you (our supplier) by credit card.

I/We appreciate that adherence to this obligation is the essence of the contract between us.

Name _____

Job title _____

Date _____

Signed _____

Unit 50 • Melford Court • Hardwick Grange • Warrington • Cheshire WA1 4RZ • England

 +44 (0) 1925 813288

 +44 (0) 1925 817223

 sales@weldspares.co.uk

 www.weldspares.co.uk

Weldspares Limited Registered in England No. 6003671



Credit Account Application Form

Full Trading Name(s) of Applicant _____

Please complete all sections in block capitals

Trading Address			
Telephone		Fax	
Email Address			
If Ltd or Plc:			
Address of Registered Office			
Year of Incorporation		Reg. Co. No.	
No. of Shares Issued		Of Nominal Value (£ each)	
Paid up Capital (£)			
If partnership, give FULL names & private address(es) of ALL partners			
Year of Commencement			
Your Banker's Name & Address			
Nature of your business			
No. of employees		Annual Sales (£)	

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References

Details of your 2 principal suppliers

Full Trading Name(s) of Supplier A							
Address							
Telephone		Fax					
Email Address							
Full Trading Name(s) of Supplier B							
Address							
Telephone		Fax					
Email Address							
Approx. annual purchases	Supplier A (£)		Supplier B (£)				
Maximum credit required from us (£)							
Name of your Managing Director / Senior Partner							
Name of person responsible for payment of account on time							
Name of person responsible for buying							

DECLARATION BY ACCOUNT APPLICANT

We hereby request you to open a credit account.

Director's/Partner's Declaration:

I, being an authorised officer of this business, do agree that payment of all account will be received by you (our supplier) within your stated credit terms.

I/We appreciate that adherence to this obligation is the essence of the contract between us.

Date _____

Signed _____ Name _____

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Terms and Conditions



1. General

1.01 In these terms:

"the Seller" means Weldspares Ltd.

"the Buyer" means any person dealing or contracting with the Seller in respect of the purchase or prospective purchase of goods.

"Goods" means any goods the subject of contract for sale from the Seller to the Buyer.

"the Contract" means any contract from time to time entered into between the Seller and the Buyer for the supply of goods.

1.02 All quotations are given and all orders are accepted on these terms, which supersede any other terms appearing in the Seller's catalogue or elsewhere, and override and exclude any other terms stipulated or incorporated or referred to by the Buyer, whether in the order or in any negotiations, and any course of dealing established between the Seller and the Buyer. All orders hereafter made by the Buyer shall be deemed to be made subject to these terms.

1.03 The Buyer acknowledges that these terms shall constitute the entire understanding between the parties for the sale of the Goods.

1.04 No modification of these terms shall be effective unless made by an express written agreement between the parties. The signing by the Seller of any of the Buyer's documentation shall not imply any modification of these terms.

2. Quotations

Quotations are subject to withdrawal at any time before receipt of an unqualified order from the Buyer, and shall be deemed to be withdrawn unless so accepted within 30 days from their date.

3. The Goods

3.01 All descriptions and illustrations contained in the Seller's catalogues, price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general idea of the Goods described therein, and nothing contained in any of them shall form any part of the contract.

3.02 Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Buyer, it is hereby agreed that such sample was so exhibited and inspected solely to enable the Buyer to judge for himself the quality of the bulk and not so as to constitute a sale by sample. The Buyer shall take the Goods at his own risk as to their corresponding with the said sample or as to their quality condition or sufficiency for any purpose.

4. The Price

4.01 The prices shall be those quoted or accepted by the Seller and subsequently confirmed in writing subject to any revision in the event of any increase or decrease.

4.02 All prices quoted are accepted exclusive of VAT and the contract price shall be such price plus VAT.

5. Cancellation

The Buyer may not cancel the contract without the consent of the Seller, which if given shall be deemed to be on the express condition that the Buyer shall indemnify the Seller against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

6. Payment

6.01 Unless otherwise agreed in writing the Goods are sold subject to payment in cash payable on the last day of the calendar month following the month in which the Goods are despatched. Time of payment shall be of the essence of the contract.

6.02 Interest on all sums due shall run at the rate of 5 per cent over the base rate of HSBC from time to time until payment is received after as well as before any judgement therefor. The Buyer will indemnify the Seller against all legal expenses incurred in collecting any sums outstanding from the Buyer.

6.03 Payment shall be made in sterling at the office of the Seller.

6.04 In the case of a contract involving more than one delivery if default is made in payment on the "due date" for any one delivery, the Seller at his option shall be entitled to treat the contract as repudiated by the Buyer and claim damages accordingly.

6.05 Without prejudice to Clause 7.04 hereof a contract cannot be cancelled except by mutual agreement and only on terms which would fully indemnify the Seller.

7. Delivery

7.01 All delivery dates are estimates only and the time of delivery shall not be of the essence of the contract. In no circumstances shall the Seller be liable to compensate the Buyer in damages or otherwise for non-delivery or late delivery of Goods or any of them for whatever reason or for any loss consequential or otherwise arising therefrom.

7.02 The Seller shall have the option of revising the delivery date or dates if circumstances beyond the Seller's control will prevent the Seller keeping to the original agreed date or dates.

7.03 Should the Seller be prevented from delivering part of the Goods by reason of any of the causes specified in the preceding sub-clause, the Seller shall deliver and the Buyer shall take and pay for such part of the Goods as the Seller shall be able to deliver in accordance with the contract.

7.04 The Seller shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed.

7.05 In the case of a contract involving more than one delivery unless the contract provides otherwise, the whole of such delivery shall be accepted in the six months from the date of such delivery. In the event of failure to accept any delivery that delivery shall be immediately invoiced and costs involved charged to the Buyer's account, the Goods being held at the Buyer's risk and expense.

7.06 Delivery shall be deemed to take place when the Goods are delivered to the Buyer's premises.

8. Passing Of Risk And Property

8.01 Risk of damage to or loss of the Goods shall pass to the Buyer:

a. In the case of Goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the Goods are available for collection.

b. In the case of Goods to be delivered otherwise than at the Seller's premises at the time of delivery.

8.02 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due. Until such payment takes place the following provision of this Clause 8 shall apply.

9. Inspection Of Goods

The Buyer shall inspect the Goods immediately on receipt thereof and shall within three days give notice to the Seller in detail of any ground on which the Buyer alleges that the Goods are not in accordance with the contract or are defective in material or workmanship. If the Buyer fails to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the contract and free from any defect which would be apparent on reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods accordingly. In the event that the Buyer establishes to the Seller's reasonable satisfaction that the Goods are not in accordance with the contract or are so defective, the Buyer's sole remedy in respect of such non accordance or defects shall be limited as the Seller may elect to the replacement of the Goods or refund of the purchase price against return of the Goods.

10. Warranties And Liabilities

10.01 The Seller will make good, by repair or at the Seller's option by the supply of a replacement, defects which under proper use appear in such part or parts of the Goods as are of the Seller's manufacture within a period of (3) months after the Goods have been delivered and arise solely from faulty design, materials or workmanship. Provided always that defective parts are promptly returned by the Buyer carriage paid to the Seller's works and become the property of the Seller if replaced.

10.02 The Seller will use all reasonable endeavours to procure for the Buyer the benefit of such warranties and other rights as are conferred on the Seller in relation to defects in such part or parts of the Goods as are not at the Seller's manufacture by the terms of the Seller's agreement with the suppliers of the Goods.

10.03 These terms set out the Seller's entire liability in respect of the Goods, and the Seller's liability under these terms shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities express or implied statutory or otherwise in respect of the quality or the fitness for any particular purpose of the Goods or otherwise howsoever except any implied by law which by law cannot be excluded. Save as provided in these terms and except as aforesaid the Seller shall not be under any liability, whether in contract, tort or otherwise in respect of defects in the Goods or failure to correspond to specification or sample or for any injury, damage or loss resulting from such defects or failure or from any work done in connection therewith.

11. Insolvency

If the Buyer ceases to pay his debts in the course of business or cannot pay his debts as they become due, or a company deemed unable to repay its debts or has a winding up petition issued against it, or being a person commits an act of bankruptcy, or has a bankruptcy petition issued against him, the Seller without prejudice to other remedies shall:

a. Have the right not to proceed further with the contract or any other work for the Buyer and be entitled to charge for the Goods delivered or Goods prepared for delivery whether completed or not, together with materials and other incidental expenses incurred for the Buyer ("the Charge"). The Charge shall be an immediately payable debt calculable on the total of Goods due to be delivered and all expenses incurred;

b. In respect of all unpaid debts due from the Buyer have a general lien on all Goods and property in their possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such Goods or property in such manner and at such a price as they think fit, and to apply the proceeds towards such debt.

c. To call upon the Buyer's premises and collect all Goods properly marked and identified as property of the Seller.

12. A Force Majeure

The Seller shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control, including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by employees in contemplation of or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contracts. During the continuance of such contingency, the Buyer may by written notice to the Seller, elect to terminate the contract and pay for work done and materials used but subject thereto, shall otherwise accept delivery where available.

13. Contract Of Variation

No variation of these Conditions or the particulars and our acceptance shall be valid unless agreed by us in writing.

14. Proper Law

These Conditions and all other express terms of the contract shall be governed and construed in accordance with the law of England and Wales.

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