



No 34 July 2019

All fields marked \* are mandatory

**Trade Account Application Form - 30 Days End of Month**

Full Trading Name*			
Trading / Invoice Address*		Delivery Address*	
Postcode		Postcode	
Tel:*	Mob:*	Tel:	Mob:*
Email:*		Website:	

Please tick where appropriate:\* Limited Company? (.....) Partnership -How many partners? (.....) Sole Proprietor? (.....)

Date Company Established\* (.....) Years Trading (.....) Company Registration No.\* (.....)

*If you are a Sole Trader or Partnership, please provide full names and homes address(es) for sole trader or partners*

Full Name*		Full Name*	
Home Address*	Postcode	Home Address*	Postcode
Tel:*		Tel:*	
Registered Office Address*		Registered Office Address*	
Postcode		Postcode	

Credit Limit Requested* £
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Trade Reference 1* - Type of Business
Company Name
Address
Postcode
Tel:*
Contact:*

Trade Reference 2* - Type of Business
Company Name
Address
Postcode
Tel:*
Contact:*

**Declaration:** Our credit insurers may wish to contact you to ask for financial information. This information will be kept confidential and not passed to ourselves or any other company.

**I/We hereby acknowledge receipt of a copy of your standard terms and conditions of sale (see copy attached) which I/We have read and which I/We accept shall apply to every sale contract entered into between us.**

**In particular, I/We have noted and accept all the conditions relating to the granting of credit, terms of payment and retention of title and property in all goods supplied until all monies outstanding under any sale contract have been received by you by way of cleared funds.**

Signature(s)
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Print Name(s)
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Date
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Position
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<b>OFFICE USE ONLY</b>		
Date Received	Comments	
Date Approved	Approved by	Credit Limited Granted £

# CONDITIONS OF SALE

1. The conditions apply to all supplies by Harris Parts Ltd

## **CHOICE OF LAW**

2. All contracts and all matters arising thereout shall be governed by and interpreted in accordance with and subject to the Laws of England and the Supplier and Buyer shall submit to the jurisdiction of the English Courts. If any part of these conditions is rendered void or unenforceable at Law, that part shall be severable from the rest of these conditions

## **AVAILABILITY**

3. Acceptance of Buyer's order is subject to availability of Supplier

## **COMPLIANCE to EN13120**

4. We will only supply blinds which conform to the child safety requirements of EN13120 ("Safety Codes"). The Safety Codes do not apply to blinds which are to be installed in commercial buildings where it is unlikely that a young child will come into contact with them. Should any order you place with us be for such blinds and as a result you require that they vary in any material aspect or particular respect from blinds which comply with the Safety Codes, then;

- (i) you must stipulate clearly that this is the case at the time of the order and also make clear your particular requirements for the blinds as a result; and
- (ii) you must confirm that the blinds are to be installed in a commercial building as far as you can reasonably ascertain, having carried out your own risk assessment and that as such a child is unlikely to be exposed to the blind/s once installed; and
- (iii) the assessment as to whether a child is likely to come into contact with the blind/s is solely for your determination. We will not accept any responsibility or liability for the same whatsoever.

5. If you should fail to provide the confirmation details required pursuant to clause 4(i) or (ii) above then the blinds we supply shall comply with the Safety Codes and you shall not be entitled to reject the same nor raise any requisition in relation to the same in the event that the blind/s do not subsequently meet the purpose for which you intended.

## **DELIVERY**

6. The supplier shall have the right to cancel or delay delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing or delivering by normal means of delivery the goods of the description covered by this Contract through any circumstances beyond its control including but not limited to strikes, lockouts, trade disputes, accidents, breakdowns, war, fire, reductions in or unavailability of power of manufacturing plant or unavailability of materials from normal sources of supply.

7. Time for delivery of goods shall not be the essence of the Contract and, in the event of failure to execute orders in anytime specified, no responsibility will be accepted for damage for late delivery whether consequential or otherwise, and all sales are made on this condition, however, all dates given for delivery of goods will be adhered to as diligently as possible.

## **PRICES**

8. Goods will be charged at the prices ruling at the date of despatch, except for special or bona-fide contract orders accepted by the Supplier at a fixed price when they were placed. Value Added Tax and any other Government Duty or Tax will be added to the charges levied on the products and services supplied as determined by Law.

## **TERMS OF PAYMENT**

9. Unless otherwise provided for and agreed in writing, payments shall be Net and shall be made upon delivery of goods. The Supplier reserves the right at any time to withdraw any credit terms granted and charge interest on accounts which remain unpaid 30 days after the invoice date at the rate of 5% above Bank of England minimum lending rate, and such accounts will be passed to debt recovery agency, and all costs incurred will be recoverable from the Buyer.

## **RISK OF TITLE TO GOODS**

10. The risk in the goods passes to the Buyer upon delivery, but title to the goods remains vested in the Supplier, and shall only pass from the Supplier to the Buyer on full payment being made of sums due on whatever account or grounds to the Supplier. In the event of the goods being sold by the Buyer in such a manner as to pass to a third party a valid title to the goods, whilst any such sums are due aforesaid, the rights of the Supplier under the conditions shall attach to the proceeds of such sale or to the claim of such proceeds and the Buyer shall place such proceeds in a separate account.

11. The Buyer agrees that prior to payment of the whole price of the goods the Supplier, or Agent appointed solely and extremely for this purpose may, at any reasonable time, enter upon the Buyer's premises and remove the goods therefrom and that prior to such payment the Buyer shall keep such goods separate and identifiable for this purpose.

12. In the event of the goods becoming constituents or of being converted into products whilst sums are due as provided in sub-condition 8. hereof the Supplier shall have ownership to such other products as if they were the goods and accordingly sub-section 8. hereof shall, so far as appropriate, apply to such other products.

## **NOTIFICATION OF LOSS OR DAMAGE**

12. The Buyer must notify the Supplier in writing within three days of the date of delivery in the event of partial loss, damage or non-delivery of the whole or part of the consignment. No claims will be entertained unless the Buyer complies with the provisions of this condition.

## **BUYERS CONDITION**

13. These conditions shall have precedence over any conditions appearing on Buyer's Order Form or other documentation emanating from Buyer and such Buyer's Condition shall have no effect whatsoever unless expressly accepted in writing by the Supplier

## **CANCELLATION**

14. An order once placed cannot be cancelled, deferred or altered by the Buyer except by mutual agreement. A charge may be made for costs and expenses incurred due to cancellation, suspension, determent or alteration.

## **CONSEQUENTIAL LOSS**

15. In no circumstances whatever shall the Supplier be liable for consequential loss.