



- Est. 1964 -

**C. Beech & Sons (Netherton) Limited**

Waterside Estate, Primrose Hill, Cradley Road, Netherton, Dudley, West Midlands, DY2 9RG

Phone: 01384 456654 Fax: 01384 238656

Sales@cbeech-steel.co.uk

**APPLICATION TO OPEN A CREDIT ACCOUNT**

FULL OFFICIAL REGISTERED NAME:.....

COMPANY REGISTRATION NUMBER:.....

NAMES OF DIRECTORS/PARTNERS:.....

BUSINESS ADDRESS..... REGISTERED OFFICE:.....

.....

.....

TEL:..... FAX:..... TEL:..... FAX:.....

E-MAIL SALES:..... EMAIL ACCOUNTS:.....

NATURE OF BUSINESS:..... INCORPORATION DATE:.....

ANTICIPATED ORDER LEVEL PER MONTH: £.....

TRADE REFERENCE 1:

.....

.....

.....

TELEPHONE:.....

FAX:.....

EMAIL:.....

TRADE REFERENCE 2:

.....

.....

.....

TELEPHONE:.....

FAX:.....

EMAIL:.....

SIGNED:.....

POSITION:.....

DATE:.....



- Est. 1964 -

## **C. Beech & Sons (Netherton) Limited**

Waterside Estate, Primrose Hill, Cradley Road, Netherton, Dudley, West Midlands, DY2 9RG

Phone: 01384 456654 Fax: 01384 238656

Sales@cbeech-steel.co.uk

## **TERMS & CONDITIONS OF SALE**

**We, C Beech & Sons (Netherton) Limited, supply goods to you only on the following conditions:**

### **1) Contract And Conditions**

Your acceptance of our quotation or estimate does not create a binding contract between us until we accept your order in writing. You cannot cancel or assign any contract without our consent. Any variation of these conditions is invalid unless we accept in writing, and these conditions prevail over any you seek to impose.

### **2) Delivery Dates**

We aim to dispatch the goods as soon as possible, but regret that we are not liable for any delay outside our reasonable control.

### **3) Prices**

The prices we quote can be amended by a reasonable amount if our costs rise, and do not include:

- 3.1 The cost of delivery:
- 3.2 The cost of test certificates: or
- 3.3 Value added tax – which will be added at the appropriate rate.

### **4) Delivery**

The goods are at your own risk:

- 4.1 If we (or our carriers) deliver, from the moment they are lifted from the delivery vehicle:
- 4.2 In all other cases, from the moment they are loaded:

And you will indemnify us against any loss, except for any loss arising because we have not packed the goods in accordance with an express requirement in the contract. By accepting our vehicles (or our carriers) onto your premises, you are responsible for any damage caused by our vehicles (or our carriers) whatsoever.

If you are not ready or present to receive the goods, we can choose to leave them at your own risk or redeliver them at your additional expense.

### **5) Inspection**

You should inspect and test all the goods as soon as they arrive. We are not liable for any shortages or defects unless you tell us in writing and let us inspect the goods before doing anything to them. You must tell us within 7 days from delivery, unless the shortage or defect would not have been disclosed by a careful inspection and reasonable tests, when you must tell us as soon as possible and in any event within 6 months of delivery.

### **6) Quality And Quantity**

It is your obligation to ensure goods are fit for the purpose for which you intend them. Sizes will be in accordance with the contract if within the rolling tolerances laid down by the producers. Quantities and weights will be in accordance with the contract if within 10%.

### **7) Defective Goods**

Unsuitable material returned and accepted by us will be replaced if required, but shall not form the subject of any claim for labour or expenditure.

### **8) Liability**

Our liability is limited to the guarantee in the previous condition, In respect of any other loss or consequential loss:

- 8.1 We are not liable:
- 8.2 You will indemnify us against it: and
- 8.3 You will insure against it.

We are not liable for any process carried out by a third party (though we will assign you their warranty if we can). We are not liable if you use the goods after you knew, or ought to have known, that they were defective. Our total liability will not exceed the total price you paid us for the relevant goods.

Our normal prices reflect these limitations on liability in our standard terms. If you ask, we are prepared to negotiate other provisions, but this will increase our price.

**9) Specification**

Inspecting or commenting on a specification, drawing or other information from you does not impose any obligation on us. You will indemnify us against all liability arising from our supplying goods in accordance with a specification, drawing or other information from you.

**10) Payment**

You will pay us in full by the end of the month following date of dispatch. You will not withhold payment because of any claim or allegation which we dispute. If you do not pay us on the due date, you will pay:

- 10.1 Interest on the outstanding balance at 4% per year over the highest base lending rate of Barclays Bank PLC during the period between the due date and the date of payment (both before and after any court judgement); and
- 10.2 £5 plus value added tax for each reminder letter, fax, phone call and statement.

**11) Retention Of Title**

Property in the goods shall pass to the purchaser only on payment in full to the vendor of all sums payable in respect thereof. Until such time the goods remain the absolute property of the vendor and the purchaser shall allow the vendor to repossess such goods at its entire discretion and at anytime to payment in full thereof.

**12) Interpretation**

If any of these conditions is held to be invalid or unenforceable, that will not affect the validity and enforceability of the rest. Our rights will not be affected by any relaxation, forbearance, indulgence or waiver in enforcing these conditions. Our dealings with you are governed by English law and come within the jurisdiction of the English courts. The headings do not affect the interpretation of these conditions.

**I have read and agree to the Terms and Conditions as set out on both pages.**

**SIGNED.....**

**POSITION.....**

**ON BEHALF OF (COMPANY NAME).....**

**DATED.....**