

Application For Credit Account

Sole Trader/Partnership:

Full Name(s) & Private Addresses:

Limited Company Registered Name:

Trading Address:

Registered Office (if different):

Tel.....Fax:.....

Company Registration No: VAT No:

E-mail Address:

Please supply Names and Addresses of TWO Principal Suppliers

A.....

B.....

Average Monthly Purchases from Richmonds: £.....

DECLARATION BY DIRECTOR / PARTNER and DATA PROTECTION NOTICE

I confirm that the information given in this Credit Account Application Form is in all respects true and accurate. I confirm that I have read and understood your conditions of sale printed below and I unconditionally accept that those terms and conditions shall be the only ones that apply to all sale contracts which I may conclude with you. I do agree that payment of all accounts will be received by you before the end of the month following the date of purchase.

Data Protection Act 1998 Notice: Words shown in "italics" are defined in the Data Protection Act 1998 ("the Act").

Where I provide you with *personal data* ("data"), I understand that the data will be held securely in confidence and *processed* for the purpose of carrying out your Plumbing and Heating Merchants business and associated activities ("Activities"). In considering my application, I accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organizations outside your business that you have nominated ("third parties"), and that such third parties may process the data. I understand that under the Act I have a right to know what data you hold on me if I apply to you in writing and pay the applicable fee.

I agree that you may use the data to contact me with details of other products and services. Unless I have written to you objecting to you using the data for such purpose or I have not ticked the box below, I agree that you may contact me by post, telephone, fax, e-mail, via the internet, or other communication means.

I object to you using the data for direct marketing purposes.

Signed:..... Date:

Print Name: Position:

Richmonds Plumbing & Heating Merchants Limited - Registered Office & Branches

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15-25 Carnoustie Place, Glasgow, G5 8PA (<i>Registered Office</i>)	sales@rphm.co.uk	0141 429 7441
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RETURN COMPLETED ORIGINAL APPLICATION FORM TO REGISTERED OFFICE

CONDITIONS OF SALE

1 General

Any contract between Richmonds Plumbing & Heating Merchants Ltd (the Company) and any customer for the supply of goods shall automatically incorporate these Conditions of Sale which shall constitute the entire contract between the parties. Waiver of any of the following Conditions may only be effective if given in writing by an officer or director of the Company, the waiver being specific to that particular contract.

2 Alterations

The Company reserves the right to alter its Conditions of Sale from time to time.

3 Prices

Prices charged for goods supplied under this contract will be those ruling at the date of despatch, the Company retains the right to revise prices between receipt and despatch of an order. All orders will be subject to Value Added Tax where appropriate, at the rate pertaining on the despatch date.

4 Payment

(a) The full purchase price of the goods supplied under this contract shall become due and payable on the day immediately following the date of the invoice ("the due date"). In the event that the full purchase price is not paid on or before the due date, the customer shall be bound to pay daily interest on such part of the purchase price as remains from time to time outstanding, at the rate of two per centum per month from the due date until the payment is received by the company. In the case of goods sold on credit, payment shall be received by the company strictly no later than the last business day of the month next succeeding the date of the invoice ("the date of expiry of the credit period"). In the event that the full purchase price is not paid on or before date of expiry of the credit period, the customer shall be bound to pay daily interest on such part of the purchase price as remains from time to time outstanding at the rate of two per centum per month from the date of the invoice until payment.

(b) All legal costs and expenses incurred by the Company in recovering overdue accounts and enforcing the terms of payment or any other term of these conditions shall be borne by the customer who hereby agrees to indemnify the Company against any liability in respect thereof.

(c) Where goods are supplied on Cash with Order terms due allowance will be made at the rate ruling upon receipt of order. Goods concerned will be despatched by the Company as soon as practical, but the Company reserve the right to clear customer cheques prior to despatch and will accept no responsibility for delay in despatch of delivery to the customer.

5 Risk

The risk in the goods supplied by the Company shall pass to the customer on delivery of the same to the agreed delivery point or where the customer nominated a carrier or collects the goods himself, on delivery ex-warehouse. A Customer nominating a carrier or collecting the goods himself will be required to accept delivery from a warehouse nominated by the Company at its discretion.

6 Reservation of Title

(a) Notwithstanding the passing of risk in the goods under Condition 5 above, the property and ownership of the goods will not pass until payment in full of all debts (including interest) due in respect of the goods supplied not only under this contract but under any other contract with the customer for the supply of goods, has been received by the company.

(b) Under the transfer of passing of property in the goods under paragraph (a) above the customer shall keep the Company's goods on his own premises in safe custody and separate from any goods which are the property of the customer or any third party.

(c) Notwithstanding the provisions of paragraph (a) above the customer shall have authority to sell the Company's goods to third parties under bona fide contracts of sale concluded in the ordinary course of the customer's business

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in which event property in the goods so sold shall be transferred or pass to the customer upon delivery of such goods to the third party concerned or to a carrier or other custodian for the purpose of transmission to him.

(d) The authority conferred on the customer by paragraph (c) above shall be deemed automatically to have been revoked:-

(1) If the customer has not paid for the goods in full within the credit period referred to in Clause 4 above:

(2) If the customer, being an individual, firm or partnership becomes apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985, or has a trustee in sequestration appointed to his or its estate, or the equivalent thereof in any foreign jurisdiction:

(3) If the customer, being a company, becomes unable to pay its debts within the meaning of the Insolvency Act 1986 or has a Receiver, Liquidator (including a Provisional Liquidator) or Administrator appointed to it, or a Resolution is proposed for its winding-up. And at any time thereafter the Company shall be entitled by its authorised agent to enter upon the customer's premises and repossess and remove any of the goods thereon which remain the property of the Company and the customer hereby waives any right to claim from the Company damages for loss, injury or damage caused to the customer's premises or business as a result of such entry.

(4) The Company may at any time, notwithstanding that payment in full has not been received for the goods, waive its reservation of title thereto or to any part thereof by notice in writing to the customer whereupon property in such goods shall forthwith pass to the customer.

7 Delivery

Prices charged for goods supplied by the Company shall include the cost of carriage to agreed delivery point unless otherwise stipulated by the Company. The Company shall not be responsible for any loss or damage occasioned by any delay in delivery or non-delivery of the goods or any part thereof where such delay or non-delivery is attributable in whole or in part to any circumstances outside the Company's control including (without prejudice to the foregoing generally) labour disputes, shortages of supplies or the act of omission of any carrier to whom the goods must be consigned notwithstanding that such carrier may be acting as agent for the Company. The Company shall not be deemed to have agreed to any specified delivery date unless the same is confirmed by the Company in writing.

8 Claims

All goods must be examined AT THE TIME OF DELIVERY and any loss or damage signed for accordingly. Loss or damage must be notified in writing to the carriers and the Company within three working days of the date of delivery, failing which the customer's right, if any, to sue for specified Implement or damages for breach of contract shall be excluded, and the goods concerned retained for Inspection. Non-delivery of the goods must be notified in writing to the Company within 7 days of the Company's invoice date.

9 Retention

Any rights of retention, set-off or compensation available to the customer at common law or under statute is hereby excluded.

10 Returns

The Company shall not be responsible for the sufficiency or otherwise of goods supplied in accordance with the customer's specifications, and the customer shall be liable to pay therefore notwithstanding that the customer may have provided erroneous or incomplete information in respect of such specifications. Any goods from the Company's inventory correctly supplied in accordance with a customer's order may, at the Company's discretion, be accepted by the Company for return subject to a re-stocking charge.

11 Third Party Liability

The customer will have no authority in relation to the Company or its products except as herein provided and shall Indemnify the Company in respect of any claims resulting from any act or omission of customers or its agents.

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12 Liability for Defects

If goods supplied are defective in manufacture, the Company's liabilities in respect of, or consequent upon, any such defects shall, subject to the Consumer Protection Act 1987, be limited to replacement or crediting to the value of such defective goods, as the Company may decide. All warranties and conditions, statutory or otherwise, express or implied (other than under Section 12 or the Sale of Goods Act 1979) in relation to the goods are hereby excluded.

13 Consequential Loss

In no circumstances shall the Company be liable for any loss of profits or other consequential loss arising out of delay in delivery of or a failure to deliver goods howsoever occasioned.

14 Consumer Rights

Nothing in these conditions shall affect the statutory rights of a consumer under Section 13 to 15 of the Sale of Goods Act 1979.

15 Data Protection Act

The company will monitor and record information relating to your trade credit performance and such records will be made available to other organisations to assess applications for credit.

16 Law

These Conditions of Sale shall be governed by the Laws of Scotland. The exclusive jurisdiction of Glasgow Sheriff Court is hereby prorogated.

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