



plumbingworld.co.uk

Service without compromise

Tel: 0121 559 2525

Application for a Credit Account

Trading Name _____

Trading Address _____

Postcode _____

Telephone No _____ Mobile _____

Fax _____ E-Mail _____

Type of Company: Sole Trader/Partnership/ Limited Company (Please delete as necessary)

Sole Trader / Partnership Details

Name _____ Name _____

Home Address _____ Home Address _____

Postcode _____ Postcode _____

Registered Company Details

Company Registration Number _____ VAT Number _____

Registered Office (if different from above) _____

Postcode _____

Directors

Full Name _____ Contact Number _____

Home Address _____

Postcode _____

Full Name _____ Contact Number _____

Home Address _____

Postcode _____

Monthly Credit Limit Required £ _____

Guarantee

The repayment of the indebtedness will be secured by a guarantee from the Guarantor. If the Customer defaults in the payment when due of any amount payable to the Company the Guarantor will, immediately on demand by the Company, unconditionally pay that amount to the Company without set-off, deductions or counterclaim as if it were the Customer. If any payment by the Customer, or any discharge or release given by the Company, is avoided or reduced as a result of insolvency or any similar event, the liability of the Customer and Guarantor will continue as if the payment, discharge, release, avoidance or reduction had not occurred and the Company will be entitled to recover the value or amount of that payment. The Guarantor waives any right it may have of first requiring the Company (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this guarantee.

Declaration

I/We the undersigned do agree that I/We have read and fully understand the condition of sale of Roma Fittings Ltd t/a Plumbing World, are solvent and able to pay our debts as they fall due and confirm acceptance to be Guarantor and hereby apply for a Trade Credit Account.

1. **Signed** _____ **Print Name** _____

Position _____ **Date** _____

2. **Signed** _____ **Print Name** _____

Position _____ **Date** _____

A copy of your company letterhead and a utility bill as proof of address should accompany this application

For Office Use Only: Employee Initials / Date Received _____

Roma Fittings Ltd t/a Plumbing World

Unit 4, Blackheath Trading Estate, Cakemore Road, Rowley Regis, West Midlands, B65 0QN

Tel: 0121 -559 -2525 Fax: 0121-559-2502 Email sales@plumbingworld.co.uk

Company Reg No 2750438 Vat Reg No 660988394



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To be incorporated in any contract between the Buyer and the Seller.

1. Unless otherwise agreed in writing by the seller, these conditions shall override any terms and conditions stipulated, incorporated or referred to by the Buyer whether in the order or in any negotiations.
2. All quotations and / or prices shown in the seller's price lists are subject to withdrawal in whole or in part, without notice. Any quotation made by the seller (or reference to its price list) shall be construed as an invitation to treat and no binding contract shall exist between the seller and the buyer until the seller shall have accepted the buyers order for goods which order shall be construed as an offer by the buyer to purchase goods.
3. Damage, shortage and pilferage in transit must be reported to the seller in writing within 3 days after delivery of the goods to enable the necessary claim to be made to the carrier. In case of breakages the Buyer must retain the damaged goods and packing material for inspection. In case of non-delivery within 14 days of date of despatch or in the case or exports within 7 days of anticipated delivery the seller must be advised immediately. If the Buyer's non-compliance with the above causes any subsequent claim to be refused by the carriers, the entire loss shall be borne by the buyer.
4. The buyer shall inspect and test the goods immediately upon delivery and shall within 14 days of such delivery give notice in writing to the seller of any matter or thing by reason whereof the buyer alleges that the goods are not in accordance with the contract whether as to quality or otherwise. If no such notice is served by the buyer upon the seller the goods shall be deemed to be in accordance with the contract in all respects and the Buyer shall be deemed to have accepted them.
5. Risk in the goods shall pass to the Buyer upon delivery but title to the goods shall only pass to the Buyer when all sums owing to the seller by the Buyer whether under this contract or any other contract have been paid by the Buyer or until the Seller serves a written notice upon the Buyer specifying that title thereto has passed whichever shall be the sooner.
6. Until title has passed aforesaid: -
 - (a) The Buyer must store the goods in such a way that they are clearly the goods of the Seller.
 - (b) The Buyer shall be entitled to sell the goods and pass the property in the same to third parties in the normal course of business until otherwise notified by the Seller or until the happening of any of the events set out in sub-paragraph (g) below, but any such resale shall be deemed to have been affected by the Buyer as agent of the Seller and the Buyer shall be under a fiduciary duty to the Seller to forthwith account to the Seller for the sale proceeds up to the amount then outstanding to the Seller whether under this contract or any other contract.
 - (c) The Buyer shall be entitled in the normal course of business until otherwise notified by the Seller or until the happening of any of the events set out in subparagraph (g) below to convert the goods into other products or to admit the goods with other goods to make other products but the ownership of the Sellers goods shall remain with the Seller and the Buyer shall until sale of the same hold the other products as bailee and agent for the seller as surely for all sums owing to the Seller Whether under this contract or any other contract have been paid.
 - (d) The Buyer shall further be entitled to sell such products and pass the property in the same to third parties in the course of the business and until otherwise notified by the seller or the happening of any of the events set out in sub-paragraph (g) below but in such even the proceeds of sale and /or the claims for such proceeds up to the amount then outstanding to the Seller whether under this contract or any other contract will be held by the buyer as bailee and agent for the Seller and the Buyer shall be under a fiduciary duty to forthwith account to the Seller for such proceeds of sale.
 - (e) The Seller shall be entitled at any time while any monies under any contract are outstanding to notify the Buyer of its intentions to re-take possession of its goods.
 - (f) On receipt of notice from the Seller or on the happening of any of the events set out under sub-paragraph (g) below the Buyers authority to sell the Sellers goods and/ or to convert the goods into the other products and / or to sell such products shall be withdrawn and all proceeds of sale up to the amount outstanding to the Seller whether under this contract or any other contract received by the Buyer from sales made prior to the withdrawal of authority shall be paid by the Buyer into a bank account separates from all other monies of the Buyer and held in such account on behalf of the seller. Further all goods or products of the Seller shall be immediately delivered to the Seller, and the Seller by his servants or agents shall have the right during normal business hours to enter upon the land or buildings of the Buyer to take possession of its goods.
 - (g) The event herein before referred to are: -
 - (i) any notice to the Buyer that a Receiver or Manager is to be or has been appointed
 - (ii) any notice to the Buyer that a petition to wind up the Buyer is to be or has been presented or any notice of a resolution to wind up the Buyer (save for the purpose of reconstruction of amalgamation)
 - (iii) any decision by the Buyer and the Buyer intends to make an arrangement with its creditors
 - (iv) any act of bankruptcy as defined by section 1 of the Bankruptcy Act 1940
7. Unless otherwise stated separately in writing by the Seller payment shall be due 30 days after the date delivery.
 - (a) Payment shall be due whether or not title in the goods has passed by virtue of paragraph 5 and the Seller shall accordingly be entitled to sue for the price once the same is due even if title in the goods have not passed.
 - (b) If the Buyer delays in making payment, which is due, the Seller may postpone the fulfilment of its own obligations until such payment is made
 - (c) Notwithstanding that part of the goods delivered under contract may be subject of a notice under paragraph 4 above the Buyer shall not be entitled to delay payment for any goods not so affected.
8. In respect of goods the Seller makes no representation warranty condition or guarantee express or implied statutory or otherwise that they are fit for any purpose whatsoever irrespective of any information given to the Seller as to the intended use of the goods. Except as providing by section 12 of the Sale of goods Act 1979 the Seller accepts no liability whatsoever for the breach of any representation, warranty or condition expressed or implied statutory or otherwise in respect of the goods which are hereby expressly excluded and shall not be liable either in contract or in tort for any loss or use of the goods is given in good faith but is for information only and shall not give rise to any legal obligation whatever on the part of the Seller.

Whilst either:

 - (a) Specifications and Technical Data may be given about the goods or
 - (b) Goods may be sold accordingly to sample or "as previously supplied"This should be regarded as typical and not exact. It is therefore necessary for the goods to be thoroughly inspected and tested within the context of the Buyers application immediately upon delivery. The Seller does not in any circumstances accept any responsibility for consequential or other loss caused by the goods varying from their specifications or from the failure of the Buyer to carry out necessary inspection and tests.
9. Since the goods can be used for a considerable number of purposes the Seller gives no warranty as to the fitness of the goods for any particular purpose. Nor does the Seller hold itself out as having any special skill or judgement in connection with the uses to which a particular Buyer may put the goods.
10. The Buyer hereby undertakes and agrees to indemnify the Seller and keep the Seller fully and effectually indemnified against all liabilities costs and expenses incurred by the seller as a result of any claims by any third party whether in contract or otherwise in respect of goods supplied by the Seller.
11. All information contained in any of the Seller's publications is given in good faith but without warranty of condition and the Seller accepts no liability for any loss or damage direct or indirect and howsoever occurring arising out of in connection of the same.
12. The Seller gives no warranty or condition express or implied in respect of the goods as to freedom from patent rights.
13. The seller will endeavour to supply the goods on or before the date specified but time shall not be of the essence and the Seller shall not be liable for any loss or damage direct or indirect arising out of the failure to deliver or delay in delivery howsoever arising.
14. In the event of any delay or interruption of work at the Sellers premises or the premises of their suppliers, agents or warehouses, or of any strike, lockout, trade dispute, fire, explosion, flood, accident to or breakdown of any plant or machinery, shortage of any material, labour or transport or any other cause whatsoever beyond the Sellers control adversely affecting or delaying the Sellers performance of any of its obligations under the contract. The Seller shall be entitled without any liability to suspend delivery wholly or in part to extend the time for delivery or, if performance of the contract becomes impossible or commercially unreasonable, to cancel the contract.
15. All contracts shall be governed and construed according to the Laws of England and any dispute arising out of or in connection with the same shall be submitted to the exclusive jurisdiction of the English Court.

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