



30 DAY CREDIT ACCOUNT APPLICATION FORM

PLEASE ENCLOSE A SAMPLE OF YOUR COMPANY LETTERHEAD

These forms should be completed in **BLOCK CAPITALS** using a ball point pen.

Please complete ALL sections and return along with your Company letterhead to
Allied Tooling Ltd, Unit 2, 19 Willis Way, Poole, Dorset, BH15 3SS

Company: LTD PLC Sole trader Partnership

Sole Trader or Partnership must supply utility bill (or equivalent) detailing home address

Company Name		Company Reg No	
Trading Address			VAT Reg No
Post Code			

Invoice Address <small>(if different from above)</small>		Telephone No	
		Fax No	
		Estimated monthly spend (£)	
Post Code			
Website			
Is your company part of a group?		Nature of Business	

Purchasing Contact	Name		Tel	
	Email		Fax	
	Position			

Is an Official Order required? Yes No

Accounts Contact	Name		Tel	
	Email		Fax	
	Position			

Trade References	Company		Company	
	Town		Town	
	Contact		Contact	
	Tel		Tel	

Special Instructions

Declaration and Data Protection Act 1998 Notice

I/We agree that all invoices will be paid within thirty days of month end of date of invoice and all goods remain the property of Allied Tooling Ltd until payment in full is received. I/We confirm that the information given on this Credit Account Application Form is in all respects true and accurate. I/We confirm that I/We have read and understood the terms and conditions of sale/business and I/We unconditionally accept that those terms and conditions shall be the only ones that apply to all sale contracts which I/We may conclude with you.

Words shown in *Italics* are defined in the Data Protection Act 1998 ("the Act"). Where I/We provide you with personal data ("data"), I/We understand that the data will be held securely in confidence and processed for the purpose of carrying out your business and associated activities ("Activities"). In considering my/our application, I/We accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ("third parties"), and that such third parties may process the data. I/We understand that under the Act I/We have a right to know what data you hold on me/us if I/We apply to you in writing and pay an application fee.

Print Name		Position	
Signature		Date	

FOR OFFICE USE ONLY

Credit Ref		S/L Code	
Credit Limit		Delivery Method	
Terms		Account Manager	
Approved By		Requested by	
Agreed %			

Terms and Conditions of Business
ALLIED (TOOLING) LIMITED

1. CONTRACT

- 1.1 For the purposes of this contract hereafter ALLIED (TOOLING) LIMITED shall be described as the "Supplier" and the entity placing an order shall be described as the "Customer".
- 1.2 There can be no variance to these Terms and Conditions of Business (the Contract) whatsoever unless varied by written documentation and signed by an authorised signatory of the Supplier.
- 1.3 The placing of an order by a Customer shall be deemed acceptance of these Terms in their entirety. Any subsequent verbal orders will be bound by these Terms.

2. PRICES

- 2.1 All prices quoted are exclusive of V.A.T. and are subject to the prevailing rate of V.A.T. at the date of invoice. All prices quoted apply to a specific order only and are subject to change, without prior notification.

3. DELIVERY

- 3.1 All dates given by the Supplier for delivery are estimated dates only and therefore the Supplier shall incur no liability for any loss or damage whatsoever as a result of a failure to adhere to any such dates nor can any such failure be used as an excuse for non-acceptance of any such delivery.
- 3.2 The Supplier shall be entitled to make partial deliveries, invoice for goods delivered and expect payment in accordance with their terms of payment.
- 3.3 It is the Customers responsibility to inform the Supplier and the Carrier of any discrepancies against the delivery documents i.e. short delivered or damaged goods. Notification of such items must be given in writing to the Supplier and the Carrier within 5 working days from the date of delivery. If it is not possible to examine the goods at the time of delivery then the Carriers delivery documents must be marked Unexamined. (Time is of the essence of this clause)
- 3.4 Items notified to the supplier as damaged must be returned within 14 days from the date of notification. All items will only be accepted for refund/credit by the Supplier if they are returned in the original boxes/packaging. (Time is of the essence of this clause)

4. TERMS OF PAYMENT

- 4.1 All Payments are due no later than thirty days following the month of invoice date. These payment terms shall apply at all times unless varied in writing by an authorised officer of the Supplier.
- 4.2 All remittances received will be allocated to invoices and credited to the Customers' account in chronological order.
- 4.3 All amounts overdue for payment due to the Supplier shall, at the Suppliers discretion, bear interest at the rate of 2% per month, compounded, for period from the date of invoice to the date of settlement. (Such penalty shall apply regardless as to whether Judgement in a Court of Law has been obtained). In addition all costs of any recovery action shall be borne by the Customer.
- 4.4 In the event of the Supplier having any indication of the Customer being unable to settle its accounts as and when they fall due, notwithstanding any other remedies, all amounts due to the Supplier shall become payable in full immediately. In addition the Supplier reserves the right to uplift goods supplied to mitigate amounts due to it and shall assess such goods and credit such values, as it deems reasonable.

5. TITLE AND RISK

- 5.1 Risk and therefore responsibility for insurance of all items supplied shall pass to the Customer upon delivery within the United Kingdom.
- 5.2 All goods supplied for destinations outside of the United Kingdom are sold FOB and acceptance by the Shipping Agent on behalf of the Customer shall constitute delivery of the goods, and insurance and risk liability shall pass to the customer at this point.
- 5.3 Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the Supplier until the Supplier has received payment of the full price of a) all goods and/or services the subject of the contract and b) all other goods and/or services supplied by the Supplier to the Customer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the Supplier and the Customer.

6. WARRANTY

- 6.1 The Supplier warrants that all goods supplied are to the best of their knowledge of merchantable quality and are free from any defects due to materials, design or workmanship.
- 6.2 Should the Supplier accept the validity of any claim under clauses 3.3 and 3.4, as well as any other type of claim by a customer, liability shall be limited at all times to the replacement or repair of such items. The method of settlement of any claim is at the discretion of the Supplier. No third party claims will be entertained, as it is incumbent upon the Customer to ensure that the correct purpose of all goods is supplied to end-users.
- 6.3 The Supplier reserves the right to make alterations in design, colour, finish or content of the goods sold from the samples shown or displayed brochures or catalogues. All goods are subject to availability.
- 6.4 For items made to a Customer's specific request then the Supplier reserves the right to over/under deliver to a tolerance of plus or minus 20% on orders of up to 25 pieces and to a tolerance of 10% on any order over 25 pieces.
- 6.5 The Supplier at all times reserves the right, notwithstanding any other remedies available to it, to refuse to supply and/or suspend further deliveries and/or stop goods in transit or fulfil any other obligations of this contract without having to give a reason, whether or not the Customer fails to fulfil any of its obligations under this contract.

7. LIABILITY

- 7.1 In the event of insolvency, liquidation, receivership or bankruptcy not withstanding any other remedies available to the Supplier clause 4.4 of this contract applies.
- 7.2 The Supplier has no liability to the Customer for consequential loss whatsoever due to short, late or incomplete deliveries or damaged goods.
- 7.3 The Supplier shall not be held responsible to the Customer and therefore has no liability to the Customer whatsoever for any non-performance whatsoever in whole or part of its obligations as conferred under the Terms of this contract for any reason or cause beyond its control. Such reasons shall include (but not inclusively) strikes, lockouts, disruption of power, transport, materials or fuel supplies, acts of war and civil disturbance.

8. CANCELLATION

- 8.1 Should the Customer decide at any time after placing an order, to cancel or change their instructions, the Supplier shall, at his discretion, be entitled to invoice as if the order had been fulfilled in its entirety, such entitlement shall be in addition to other rights conferred upon the Supplier as contained in these Terms.

9. LAW

- 9.1 This agreement is governed by the Laws of England and Wales.