

E. C. Ashdown & Son

Industrial and Engineers' Supplies

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www.ashdowns.co.uk

Fixings • Abrasives
Machine and Hand Tools
and Protective Clothing

Distributor of
VORTEX
Industrial Adhesives

CREDIT ACCOUNT APPLICATION FORM

Trading Name:
Company Name:
[If different from above]

Address of Head Office/Registered Office	Invoice Address
Post Code:	Post Code:
Tel.No:	Tel.No:
Fax No:	Fax No:

Bank Details:	
Telephone Number:	Sort Code:
	A/C Number :

Two Trade References:	
Tel No:	Tel No:
Fax No.	Fax No.

Anticipated Credit Facility Required: £ _____

Signature _____ Date: _____

PLEASE PRINT NAME: _____

E. C. ASHDOWN & SON
TERMS AND CONDITION

1. **VALIDITY** - All products of E. C. Ashdown & Son including products supplied under the name of a subsidiary company are sold upon the following terms and conditions which together with any particulars set out in E. C. Ashdown & Son's quotation of offer shall take precedence over any terms and conditions of the purchaser. No variation of these terms and conditions shall be valid unless expressly agreed to in writing by E. C. Ashdown & Son.
2. **PRICE** - Any quotation is subject to acceptance within 30 days and based upon shipment of the products as soon as available. The price payable for the products will be E. C. Ashdown & Sons' price for the products ruling at the time of shipment.
 - a) **PRICE VARIATION** - Estimates are based on the current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
3. **TERMS of PAYMENT** - Unless otherwise specifically agreed in writing payment for products shall be made within 30 days of invoice date without discount or allowance or right of set-off or counter-claim. Failure to make payment shall entitle E. C. Ashdown & Son without prejudice to any other right to damages or other remedy including but not restricted to the provisions of Clause No.8 to withhold further deliveries until payment of the outstanding amount is received and to cancel the contract in respect of the whole or any part of the products remaining undelivered and to charge interest on overdue amounts at the rate of 5% above UK Minimum Lending Rate current on the day the payment became overdue on a per day basis.
4. **DELIVERY** - Any stated delivery date, period or rate is given as a guide only and E. C. Ashdown & Son shall be in no way liable for any loss or damage caused by or resulting from inability to deliver or delay in delivery arising from any circumstances which shall be beyond E. C. Ashdown & Sons' control howsoever arising. In the event that E. C. Ashdown & Son is unable to make full delivery of the products, E. C. Ashdown & Son may allocate products among all of its purchasers (in an equitable manner) to maintain business.
5. **INSTALMENTS** - In the event that goods are delivered by instalments, each instalment shall be considered a separate contract and failure to make deliveries or delays in delivery of any one instalment shall not affect the contract as to other instalments to be delivered.
6. **FAILURE TO TAKE DELIVERY** - In the event that the purchaser shall attempt to cancel or fail to take delivery of the products delivered according to this contract E. C. Ashdown & Son shall be entitled to resell such products and the purchaser shall pay E. C. Ashdown & Son the difference between the price realised upon resale and the contract price.
7. **INSPECTION** - The purchaser shall inspect the products immediately upon the arrival thereof and the event of:
 - a) **Non-delivery of a whole consignment:** notify E. C. Ashdown & Son in writing within fourteen (14) days of the date of invoice.
 - b) **Damage or shortage:** notify E. C. Ashdown & Son within three (3) days of delivery of the consignment.
 - c) **Any other matter or thing by reason whereof he may allege that the products are not in accordance with the contract,** notify E. C. Ashdown & Son within fourteen(14) days of the date of invoice.
8. **TITLE and RISK** - The risk in all products supplied by E. C. Ashdown & Son shall pass to the purchaser upon delivery to the point specified in the contract. Such products shall remain the sole and absolute property of E. C. Ashdown & Son until such times as the purchaser shall have paid to E. C. Ashdown & Son the agreed price together with the full contract price due for any other products the subject of any other contract with E. C. Ashdown & Son. The purchaser acknowledges that he is in possession of products solely as bailee for E. C. Ashdown & Son until such time as the full contract price thereof is paid to E. C. Ashdown & Son together with the full price of any other products the subject of any other contract with E. C. Ashdown & Son. The purchaser's right to possession of the products shall cease if he, not being a company, commits an available act of bankruptcy or if he, being a company, does anything or fails to do anything which would entitle a Receiver to take possession of any asset or which they would enable any person to present a petition for winding-up. E. C. Ashdown & Son may for the purpose of recovery of its products enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same. The purchaser is not entitled to return the products and refuse or delay payment on the grounds that the property in the products has not yet passed.
9. **FORCE MAJEURE** - E. C. Ashdown & Son shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or any other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to E. C. Ashdown & Son elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
10. **LAW** - These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

I agree to the above Terms and Conditions.

Signed.....Date.....

Print.....For.....