



Melbros
BUILDING SUPPLIES

APPLICATION FOR CREDIT ACCOUNT

CONTACT NAME:

COMPANY TRADING TITLE:

ADDRESS:

POSTCODE:

TELEPHONE:

EMAIL:

LIMITED COMPANIES ONLY

REGISTERED OFFICE:

REGISTRATION NO:

TRADE REFERENCES:

1 NAME:

TEL NO:

ADDRESS:

2 NAME:

TEL NO:

ADDRESS:

NAME & ADDRESS OF BANK:



Melbros
BUILDING SUPPLIES

KUCHE & BAGNO
KITCHENS • BATHROOMS • INTERIORS



Tel 01788 866900 Fax 01788 866923 Email sales@melbros.com Web www.melbros.com

Registered Office: Melbros Limited, Melbros House, Great Central Way, Rugby, CV21 3XH.

Registered in England No. 1938665. VAT Registration No. 420 8205 90.

TERMS AND CONDITIONS OF SALE

1. GENERAL

(a) In these conditions the 'company' shall mean all trading names within Melbros Ltd, with whom an order shall be placed by the "buyer". The "Buyer" shall mean any purchaser, firm or company placing an order with the "Company".

(b) Our quotation does not constitute an offer. Orders placed with the company shall not be binding on the Company or deemed accepted by it unless and until a written and unqualified acknowledgement and acceptance of such orders is issued to the Buyer by the Company.

(c) Unless otherwise agreed in writing the Company's conditions herein set out shall be deemed incorporated in any order placed by the Buyer and any acceptance of a Buyers order by the Company shall be deemed subject to the acceptance by the Buyer of these conditions. In the event of any conflict arising between these conditions and any conditions which the Buyer might additionally seek to impose in relation to his order, the company's conditions shall prevail. These conditions override and replace any other conditions of the company.

2. PRICE

The price payable shall be as follows:-

(a) The price shall be deemed to be the Company's price prevailing at the date of despatch of the goods to the Buyer.

(b) In all cases and unless otherwise agreed in writing the price shall be deemed to be exclusive of Value Added Tax which shall be payable in addition by the buyer at the rate prevailing the tax point.

3. TERMS OF PAYMENT

Where a settlement discount is allowed this will be stated by the Company and may only be taken if the account relating to these goods is paid within thirty days of end of the month of despatch of the goods. In all other cases, settlement of account is strictly net and payable within thirty days of the end of despatch of the goods. Any payment or part thereof remaining unpaid after such period of thirty days shall in the absolute discretion of the company carry interest therefore at the rate of 4.0% per annum above the bank of England's Minimum Lending Rate prevailing during the period such unpaid balance remains unpaid, and shall be added to the balance due from the Buyer to the Company and calculated on a daily basis.

4. DELIVERY AND TRANSPORT

Any delivery date quoted by the seller shall be an estimate only and unless otherwise agreed in writing and duly signed on behalf of the seller time shall not be of the essence in delivery and the buyer shall not be entitled to damages for loss however arising as a result of the sellers failure to deliver by any specified date or to a specified location.

5. RISK AND TITLE TO GOODS

(a) The risk in the goods passes to the buyer upon delivery, but title in the goods remains vested in the Company, and shall only pass from the Company to the Buyer upon full payment being made by the Buyer of all sums (due whatsoever account or grounds) to the company, its parent company, or any company which is a subsidiary of the company or such parent company by the Buyer. In the event of the goods being sold by the Buyer in such manner as to pass to a third party a valid title to the goods, whilst any sums are due as aforesaid, the company rights under this conditions shall attach to the proceeds of such sale or to the claim for such proceeds and the Buyer shall place such proceeds in a separate account. Nothing herein shall constitute the Buyer the Agent of the company for the purpose of any such sub-sale.

(b) The Buyer agrees that prior to the payment of the goods, the Company may at any time enter upon the Buyers premises and remove the goods there from and that prior to such payment the Buyer shall keep goods and identifiable for this purpose.

(c) In the event of the goods becoming constituents, or bring converted into other products whilst sums are due as provided in sub condition (a) hereof the Company shall have the ownership of and title such as if they were the goods and accordingly sub condition (b) hereof shall so far as appropriate apply to such other products.

6. DEFECTS AND REPLACEMENTS

6.1 The seller is not a manufacturer. Where goods are sold by the seller are the subject of a manufacturer's warranty the seller shall extend such warranty to the buyer for the duration thereof provided that the buyer does not in any way invalidate such warranty and complaint relating to the goods is notified to the seller in accordance with these terms and conditions. The buyer shall indemnify the seller against all costs incurred by the seller in connection with warranty claims rejected by manufacturers.

6.2 The seller shall on request endeavour to give the buyer the best assistance and guidance, but in view of the range of the seller's products and uses to which they may be put, it is the buyer's responsibility to ascertain quality, fitness, suitability and durability.

6.3 The seller shall not be liable under this agreement or in any other way for loss of profit, consequential loss or damage whatsoever arising by act or omission.

6.4 The seller shall not in any event be liable to the Buyer or any Third party for any damages arising from any breach of this agreement in excess of the price charged by the seller to the buyer.

6.5 The seller is liable to the Buyer or any Third Party in damages in excess of the price of the goods or services complained of the buyer shall indemnify the Seller against its liability to pay any such excess.

7. DETERMINATION AND DAMAGES

Without prejudice to the sellers right to accept the buyers reputation of this Contract the seller shall be entitled (without prejudice to any other rights we have) to suspend further performance of any Contract to which these Terms and Conditions shall apply if the buyer is overdue with any payment or has a Receiver or Liquidator appointed or if the buyer wrongfully fails to take delivery of any goods ordered by it or if the buyer exceeds its credit limit or if the buyer is in the breach of any of its obligations under these Terms and Conditions.

8. SET OFF

The Buyer shall not be entitled to withhold or set-off payment of any amount due to the company under the terms of contract, whether in respect of any claim of the Buyer in respect of faulty or defective goods, or for any reason which is contested or liability for which is not admitted by the Company.

We apply for a **CREDIT ACCOUNT** to be opened with **MELBROS LIMITED** to the **VALUE** of

£ _____ per month,

And undertake to abide by the Company's conditions of payment and Sales as printed.

Signed: _____

Printed: _____

Position: _____

Date: _____

Melbros Telephone Number:

01788 866900

Melbros Fax Number:

01788 866923

Melbros Email Address:

sales@melbros.com



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