

ProVenture Solutions Limited

Credit Application Form

Contact Name: Mr/Mrs//Ms	Account No.
Full name of Business	Position
	Registered No. (if applicable)
Trading Address (to which all communication sent):	
	Postcode:
Telephone No:	How long has the Business Traded:
Mobile No:	Fax No.
Nature of Business: 1	2

PROPRIETORSHIP (please tick)

Home Address(1)

Postcode

Telephone No

PARTNERSHIP (please tick)

Home Address(1)

Postcode

Telephone No

Home Address(2)

Postcode

Telephone No

If either have been at the above address for less than 3 years, please give previous address:

Postcode

LIMITED COMPANY (please tick)

Registered Office Address:

Postcode:

Registered Numbers:

Parent Company Name:

Address:

Postcode:

TRADE REFERENCE

Name:

Tel No:

Name:

Tel No:

BANK REFERENCE

Account Code:

Postcode:

Sort Code: _ _ _

Credit Limit Required: £

Initial Order Value: £

Est. Monthly Spend: £

IMPORTANT - READ & SIGN

I have read and agreed to the terms and conditions of sale

, I agree to abide by those terms.

The above is, to the best of my knowledge, accurate, and I understand that false information can lead to withdrawal of credit facilities.

Signature:

Date:

PROVENTURE SOLUTIONS LTD TERMS & CONDITIONS OF SALE

1. Application. These terms and conditions of sale shall apply to all future sales of goods without exception.
2. Price variation. The price applicable to the sale of goods by the customer shall be the price ruling at the time of despatch. The Company therefore reserves the right to amend prices quoted at the date of the placing of an order by the customer.
3. Carriage. The Company reserves the right as part of a contract of sale to impose such carriage charges as shall be laid down by Company policy from time to time. Charges are not made for orders with a net value above the minimum value (this is subject to change at any time) when sent on standard delivery.
4. Despatch. Despatch times are quoted without engagement, although every endeavour will be made to adhere to the time or times quoted. Under no circumstances shall the Company be liable for any loss arising from delay in despatch howsoever caused. Time shall not be of the essence.
5. Damage/Loss in Transit. (i) The Company accepts no liability for any damage to goods in transit unless notified to the Company in writing within 5 days of delivery. (ii) In cases of non-delivery, the Company accepts no liability of any sort unless written notice is given to the Company immediately upon receipt of the related invoice, which is sent under separate cover. (iii) The Company's liability for damage or loss in transit notified to it in accordance with the above, shall in any event be limited solely to replacement of the goods by standard delivery within a reasonable time, whether non-delivery or damage is due to the Company's negligence or otherwise. Absolutely no claim will be entertained for alleged damage, lateness or non-delivery of goods to a third party made at the request of the customer.
6. Claims. Subject to the provisions laid out in condition 5 above, all claims for goods alleged to be defective must be made in writing to the Company within 30 days of such defect becoming apparent. When notification is so received the Company may require return of the goods, or for the goods to be made available for inspection by the Company. Should the Company be satisfied as to the defects, then it retains the option to either replace the defective goods within a reasonable time, or credit the customer with the contract price at the Company's discretion. An appointment will be made for normal wear and tear occasioned before any defect arose, to be reasonably assessed by the Company's quality control officer. All defective goods so returned become the property of the Company. No liability will be entertained whatsoever with regard to goods manufactured or supplied to the Customer's specification or drawings. Except as provided above, the Company shall have no liability whatsoever arising out of any agreement to sell, or sale of goods including claims for direct consequential or other loss, damage or expense, whether arising or alleged to arise under any warranty statement, conditional term expressed or implied, statutory or otherwise, or in negligence or alleged negligence on the part of the Company or otherwise. In no circumstances shall the Company be liable for loss or damage in excess of the contract sale price.
7. Reservation of title, etc. For the purposes of this clause, the following definitions apply:- (i) "The goods" means goods supplied by the Company to its customer. (ii) "Full payment" means the receipt by the Company of payment in full for all goods sold at any time by the Company to the customer. (iii) "Delivery" means the delivery of the goods to the customer or other person to whom the Company has been authorised by the customer to deliver the goods whether expressly or by implication. a) Until full payment title in the goods shall remain in the Company, which reserves the right to dispose of the goods until full payment is made. b) If full payment has not been made upon the commencement of an act or proceeding in which the customer's solvency or the solvency of any member of a group of companies to which a customer belongs is involved, the Company may (without prejudice to any of its other rights) recover or resell the goods or any part of the goods and may enter upon the customer's premises or the premises of a liquidator, receiver or administrator by its servants or agents using minimum reasonable force for that purpose. c) The Directors of any customer which is a Limited Liability Company involved in such acts or proceedings will be held personally liable to a guarantee and make good debts owed by the Customer to the Company. Such acts or proceedings are hereby deemed to be sufficient proof and evidence of insolvent or wrongful trading are deemed therefore to have been personally ordered by, and supplied to the Directors of such Company. d) Until full payment the customer shall not mix or store the goods with any other goods in his possession and shall take all reasonable steps to ensure that the goods remain readily identifiable as the property of the Company. e) The risk in the goods shall pass to the customer on despatch and the Company shall not be liable for the safety of the goods thereafter and accordingly the customer shall indemnify the Company for any loss or damage to the goods howsoever caused until full payment and shall insure the goods against such risks as may be commercially prudent. f) The Company's rights under this clause shall not be affected by any terms agreed in any contract or otherwise howsoever whereby the customer is granted credit with regard to the payment of the price of the goods or is permitted by the Company to defer payment beyond the time granted for doing so, namely 60 days after the date of invoice. g) In the event that the Company's goods are sold or provided to a third party by way of trade or otherwise, the Company reserves the right to garnish sequester or otherwise hold security over any funds payable by the third party in respect of those goods. The customer shall allow full access to any books and records which shall help or establish the identity of such third party, and the means for securing and identifying such payments as related to the Company's goods.
8. Payment. Non account customers are required to pay invoices in full before despatch. The Company may, upon the provision of satisfactory trade bank and personal references, grant the customer the facility of a credit account. Payment is due and shall be paid within 30 days net from the month end of the invoice date. The Company reserves the right to charge 2% per month from the date on which the payment fell due to the date of receipt of the moneys outstanding. Any invoice becoming overdue will render the entire account payable immediately. The Company will also look to the customer for reimbursement of any legal, bank or court fees and charges reasonably incurred in obtaining full payment for goods or in employing another party to obtain such payment.
9. Returns. The Company may at its sole discretion and upon provision of related invoices and delivery notes, accept returns of goods supplied subject to full payment of all carriage charged incurred on delivery outwards and inwards, and subject to a 25% handling charge to cover the cost of restocking the goods. No return of specially ordered, manufactured, or non-stock goods will be accepted under any circumstances. Goods so accepted for return will be credited at the invoiced price, or the prevailing price, whichever is the lower. The Company will not recognise or otherwise entertain any Debit Note or other document unilaterally raised by the customer in respect of any goods supplied, or carriage charged levied thereon. Not being a legitimate VAT input or output document, no such document will be recognised or taken into consideration when payment is accepted for goods supplied, only the Company's own credit note being acceptable for that purpose.
10. Interpretation and Jurisdiction. Any agreement between the Company and the purchaser shall be subject to and governed by English Law. All sums due are payable in Pounds Sterling at the Company's trading address.

Signed

Print Name

Date