



HEAD OFFICE: 200 Guide Lane, Audenshaw, Manchester M34 5EE.
Tel: 0161 337 8555 Fax: 0161 337 8666
www.benchmarkbuildingsupplies.co.uk

CREDIT ACCOUNT APPLICATION FORM

Please give full and accurate answers to the following:

- BRANCHES:**
- Green Lane, Romiley, Nr. Stockport, Cheshire SK6 3JG.
Tel: 0161 430 8884 Fax: 0161 406 7642
- Plantation Street, Whitelands Road, Ashton-under-Lyne, Lancashire OL6 6UQ.
Tel: 0161 343 2000 Fax: 0161 343 2200
- (adj. Wyevale), Dooley Lane, Marple, Cheshire SK6 7HE.
Tel: 0161 449 7007 Fax: 0161 449 7077
- Unit 1, Warmco Industrial Estate, Manchester Road, Mossley OL5 9AY.
Tel: 01457 838836 Fax: 01457 838603
- (adj. Parkers G.C.), Lees Lane, Wilmslow, Cheshire SK10 4LJ.
Tel: 01625 535035 Fax: 01625 535935
- Loxham Street, Farnworth, Bolton, Lancashire BL3 2PZ.
Tel: 01204 700534 Fax: 01204 575077

1 STATUS Please tick

Limited Company Partnership
Sole Trader Other (Please specify) _____

2 LIMITED COMPANIES

Full name of company _____
Company registered number _____
Address of registered office _____

Business Address _____

Directors full names _____

Company Secretary's full name _____

3 SOLE TRADERS & PARTNERSHIPS (Please note, you must provide a current utility bill of the invoice address.)

Please provide the full name, home address and telephone number of the Principal (where sole trader) and every partner in the firm.

Name _____
Home address _____

Telephone number _____ Mobile number _____

Name _____
Home address _____

Telephone number _____ Mobile number _____

4 BUSINESS DETAILS

Full trading name of the business _____
Business address _____

Business telephone number _____ Fax number _____
Mobile number _____ Email _____
Description of business _____
Period of time using the above trading name _____

5 REFERENCES

Please supply bank details & two trade references

Bank name _____

Branch address _____

Bank account number _____ Bank sort code _____

Trade name _____

Trade address _____

Telephone number _____ Fax number _____

Trade name _____

Trade address _____

Telephone number _____ Fax number _____

6 OTHER DETAILS

Credit limit required (at any one time) £ _____

Please state if order numbers are required _____

Person responsible for payment of account _____

Buyers name (if applicable) _____

PLEASE NOTE: A COPY OF YOUR LETTERHEAD IS REQUIRED WHEN RETURNING THIS FORM

We will make a search with a credit reference agency, which will keep a record of that search and may share that information with other businesses. We may also make enquiries about the principal directors/partners with a credit reference agency.

I / We apply for a credit account and agree to pay accounts by the last working day of each month following month of delivery.

I / We agree to operate my/our account in accordance with the conditions of sale shown opposite of this application form.

To be signed by duly authorised signatory(s) of this business. In the case of a partnership both partners are required to sign the form.

Signature of applicant _____ Name in block capitals _____

Position in company/firm _____ Date _____

Signature of applicant _____ Name in block capitals _____

Position in company/firm _____ Date _____

FOR OFFICE USE ONLY

Account opened/decline _____ Signed _____

Sales ledger account number _____ Date _____

Opening credit limit _____ Signed _____ Date _____

Revised credit limit _____ Signed _____ Date _____

Revised credit limit _____ Signed _____ Date _____

Revised credit limit _____ Signed _____ Date _____

Revised credit limit _____ Signed _____ Date _____

Revised credit limit _____ Signed _____ Date _____

Revised credit limit _____ Signed _____ Date _____

Account closed _____ Signed _____ Date _____

Reason for closing _____

Benchmark Building Supplies Limited

CONDITIONS OF SALE

Definitions. In these terms and conditions of sale, unless the context requires otherwise, 'the Vendor' shall mean Benchmark Building Supplies Ltd, whose registered office is at 200 Guide Lane, Audenshaw, Manchester M34 5EE, and 'the Purchaser' shall mean the person or persons, firm or Company or other body to whom goods or services are supplied hereunder.

GENERAL

- 1 Payment for all goods sold shall be made by the last day of the month following the month of delivery unless otherwise agreed. Interest of 2% over the standard Bank rate is chargeable on all overdue accounts.
- 2 Property in and title to any goods shall remain in the Vendor until the purchase price has been received by the Vendor but the Purchaser alone shall bear the risk of damage to or loss of any goods from the time of their delivery to the Purchaser.
- 3 The Vendor makes his best endeavours to meet any delivery dates given but under no circumstances shall he be liable to the Purchaser for late delivery, nor shall time be or become of the essence of any agreement for the sale of goods.
- 4 The Vendor warrants that any goods sold by him will be of good and merchantable quality and that he will (at his own discretion) replace or alternatively refund the purchase price of any goods which are not of such standard provided that he receives notification in writing of any allegation as to the quality of any goods sold within 30 days of their delivery to the Purchaser.
- 5 The Warranty contained in Clause 4 is the only warranty condition or term as to any goods sold and replaces all warranties conditions or other term (whether fundamental or not whether express or implied either by statute or at common law) which warranties conditions or terms are hereby excluded.
- 6 Save as is provided by Clause 4 of these Conditions the Vendor shall not be liable to the Purchaser in respect of any loss or damage connected with or arising from the sale of goods to the Purchaser whatever should be the nature of such loss or damage or howsoever the same may have caused.
- 7 The Purchaser shall indemnify the Vendor against all claims or demands of whatsoever nature made by any other persons which are connected with or arise from the purchase of goods from him or are based upon any alleged defects in the goods.
- 8 In the event of the Purchaser becoming bankrupt or making a composition or arrangement with his creditors or a resolution for his winding up being passed or a Receiver or Manager of his business or undertaking (or any part thereof) being appointed by or on behalf of debenture holders or others entitled to make such appointment then Clause 1 of these Conditions shall cease to have effect and the Vendor shall be entitled to immediate payment for all goods delivered or agreed to be sold to the Purchaser and shall be entitled to immediate payment for all goods delivered or agreed to be sold to the Purchaser and shall be entitled to recover possession of any goods delivered to him for which he has not paid (and for such purpose shall be entitled without notice to enter upon any premises or land occupied or used by him) and the Vendor may (at his entire discretion) either retain possession of any goods so recovered and any goods not delivered to the Purchaser until payment in full of the price of such goods has been made or alternatively may treat any contract made between the Purchaser and himself as discharged and dispose of such goods as he pleases.
- 9 If before the Purchaser has paid the purchase price of any goods sold to him he should receive any monies from any other person in respect of any sale, hire or other disposal by him of any of the said goods he shall be deemed to hold such monies as trustees for the Vendor and shall be under a fiduciary duty to account to the Vendor from such monies for the purchase price of the goods and for any interest due thereon under Clause 1 of these Conditions.
- 10 If the Purchaser should fail to make payment to the Vendor in accordance with Clause 1 hereof for any goods sold by him and have sold, hired or agreed to sell or hire to sell or hire or have delivered any

of the said goods to any other person he shall on demand immediately assign absolutely to the Vendor all such rights as he may have against such other person arising from his disposal of the said goods. The Vendor shall thereafter be solely entitled to all such sums as he may recover by virtue of such assignment.

- 11 In the event of the Vendor being delayed in or prevented from performing its obligations hereunder owing to any clause whatsoever beyond the Vendors control including without limitation, act of God, war, strikes, lockouts, trade disputes, difficulty in obtaining workmen or materials, breakdown of equipment, or any other cause, the Vendor will not be liable for any loss damage or expenses incurred and shall be at liberty to cancel or suspend the contract without incurring any liability arising therefrom and the Purchaser shall not be entitled to terminate the contract.

BEFORE DELIVERY

- 1 Estimates and quotations are subject to acceptance within 14 days. This acceptance will also signify acceptance of these Conditions of Sale.
- 2 Orders are accepted subject to a compensating increase in price being payable should any additional cost beyond our control ensue before delivery or completion of work.
- 3 We reserve the right to refuse cancellation of orders in the case of goods specially ordered from manufacturers ready for delivery, or in the process of manufacture.
- 4 Goods cannot be supplied on a Sale or Return Basis.
- 5 We reserve the right to withhold any deliveries or to cancel any contract for the sale of goods if - at any time of intended delivery - any sums due to us from previous deliveries shall be overdue.
- 6 No Purchaser shall contact with us for a principal without disclosing the fact and contracting accordingly.

AFTER DELIVERY

- 1 Any claim for damages or loss will not be entertained by us unless notified to us in writing within 3 days of delivery.
- 2 Claims for short weight cannot be entertained unless notified to us in writing within 3 days after delivery and opportunity provided to us to supervise re-weighing within a further 7 days.
- 3 Tiles are not guaranteed against crazing.
- 4 Public Liability. Our liability for personal injury and / or damage to property is limited to the extent that is caused by our workmen.
- 5 In accepting delivery of goods supplied by us the Purchaser acknowledges that no representation whether oral or in writing has been made by us or by anyone in our employ, which has led the Purchaser to enter into the contract for the purchase of those goods. No representation or warranty is made or given except as expressly stated in these Conditions of Sale or in the appropriate quotation given in writing.
- 6 Return of goods will only be accepted with the Vendors prior agreement in writing. Drivers have no authority to accept goods for return unless expressly given by the Vendor. All goods for return must be returned to the Vendor carriage paid in good order and condition. The Vendor reserves the right to make a charge for accepting goods back into stock.

