

Application for Credit



dun-bri
G R O U P

Credit Limit Required:

Full Name or Company Trading Title

Dun-Bri Group, Watermill Ind Est., Aspenden Road, Buntingford,
Herts, SG9 9JS

Fax: 01763 274186

Email: Accounts@dun-bri.com

Company VAT No.

Company Registration No.

Nature of Business

Tick required	Email	Fax	Post
Statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Invoices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Order Acknowledgement	<input type="checkbox"/>	<input type="checkbox"/>	
Correspondence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyers Contact Name:

Tel:

Fax:

Email:

Accounts Contact Name:

Tel:

Fax

Email:

Invoice Address :

**DELIVERY ADDRESS: IF DIFFERENT TO
INVOICE ADDRESS PLEASE GIVE DETAILS ON
A SEPERATE SHEET – THANK YOU.**

SOLE TRADERS: Please fill out the
data protection sheet provided if
you require more than a £250
credit limit and do not want to fill
out our bank reference form.

**Please attach a Letter head, sign the terms and conditions and
FAX TO 01763 274186**

Please send the bank reference by post as original is required

Information:

We use credit reference agencies to credit check new customers.

Please fill out the bank reference, it is only sent off if the credit limit required is greater than recommended by the agencies.

Rep	Postcode	Type	Depot	Carriage	Backorder	Pricelist
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Dun-Bri Services Limited

Terms of Trading

1 Business customers and consumers

- 1.1 Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.
- 1.2 All other terms apply to all customers.
- 1.3 You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or if you use the goods in the course of your business.
- 1.4 If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer which are not affected by these terms. Contact your local trading standards office for more information. Words in *italic type* are legal words which clarify, rather than alter, the meaning of the relevant clause.

2 Price

- 2.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- 2.2 Our quotations lapse after 30 days (unless otherwise stated).
- 2.3 The price quoted excludes delivery if your order is under £95, Export or to reach you within a specified time limit (unless otherwise stated).
- 2.4 **Business customers:** unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery.
- 2.5 **Business customers:** rates of tax and duties on the goods will be those applying at the time of delivery.
- 2.6 **Business customers:** at any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.

3 Delivery

- 3.1 All delivery times quoted are estimates only.
- 3.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:
- 3.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and
- 3.2.2 if you cancel the contract, you can have no further claim against us under that contract.
- 3.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including *indirect or consequential loss*, or increase in the price of the goods).
- 3.4 We may deliver the goods in installments. Each installment is treated as a separate contract.
- 3.5 We may decline to deliver if:
- 3.5.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
- 3.5.2 the premises (or the access to them) are unsuitable for our vehicle.

4 Risk

- 4.1 The goods are at your risk from the time of delivery.
- 4.2 Delivery takes place either:
- 4.2.1 at our premises (if you are collecting them or arranging carriage); or
- 4.2.2 at your premises or address specified by you (if we are arranging carriage).
- 4.3 You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within five days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.

5 Payment terms

- 5.1 You are to pay us in cash or in cleared funds on or prior to delivery, unless you have an approved credit account.
- 5.2 **Business customers:** if you have an approved credit account, payment is due no later than 30 days after the date of our invoice unless otherwise agreed in writing.
- 5.3 If you fail to pay us in full on the due date we may:
- 5.3.1 suspend or cancel future deliveries;
- 5.3.2 cancel any discount offered to you;
- 5.3.3 charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;
- a. calculated (on a daily basis) from the date of our invoice until payment;
- b. compounded on the first day of each month; and
- c. before and after any judgment (unless a court orders otherwise);
- 5.3.4 claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and
- 5.3.5 recover (under clause 5.8) the cost of taking legal action to make you pay.
- 5.4 If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.
- 5.5 **Business Customers:** you do not have the right to set off any money you may claim from us against anything you may owe us.
- 5.6 **Consumers:** you may only set off money you claim from us against money you owe us with our written agreement and on such terms as we may state.
- 5.7 While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (*a lien*).
- 5.8 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.
- 5.9 **Consumers:** clause 5.8 means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.

6 Title

- 6.1 **Consumers:** your statutory rights are unaffected.
- 6.2 **Business customers:** until you pay all debts you may owe us:
- 6.2.1 all goods supplied by us remain our property;
- 6.2.2 you must store them so that they are clearly identifiable as our property;
- 6.2.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
- 6.2.4 you may use those goods and sell them in the ordinary course of your business, but not if:
- a. we revoke that right (by informing you in writing); or
- b. you become insolvent.
- 6.3 **Business customers:** you must inform us (in writing) immediately if you become insolvent.
- 6.4 **Business customers:** if your right to use and sell the goods ends you must allow us to remove the goods.
- 6.5 **Business customers:** we have your permission to enter any premises where the goods may be stored:
- 6.5.1 at any time, to inspect them; and
- 6.5.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.

- 6.6 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
- 6.7 You are not our agent. You have no authority to make any contract on our behalf or in our name.
- 7 Warranties**
- 7.1 We warrant that the goods:
- 7.1.1 comply with their description; and
- 7.1.2 are free from material defect at the time of delivery (as long as you comply with clause 7.4).
- 7.2 **Business customers:** we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
- 7.3 **Consumers:** the warranty in clause 7.1 is in addition to your statutory rights.
- 7.4 If you believe that we have delivered goods which are defective in material or workmanship, you must:
- 7.4.1 inform us (in writing), with full details, as soon as possible; and
- 7.4.2 allow us to investigate (we may need access to your premises and product samples).

- 7.5 If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 7.4) in full, we will (at our option) repair the goods replace the goods or refund the price.
- 7.6 We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only):
- 7.6.1 direct financial loss, loss of profits or loss of use; and
- 7.6.2 indirect or consequential loss.
- 7.7 Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to five million pounds.
- 7.8 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
- 7.9 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

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8.1

Specification

- If we prepare the goods in accordance with your specifications or instructions you must ensure that:
- 8.1.1 the specifications or instructions are accurate;
- 8.1.2 goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
- 8.1.3 your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.

8.2

- Business Customers:** We reserve the right;
- 8.2.1 to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and
- 8.2.2 to make without notice any minor modifications in our specifications we think necessary or desirable.

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9.1

Return of goods

- We will accept the return of goods from you only:
- 9.1.1 by prior arrangement (confirmed in writing);
- 9.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered) and
- 9.1.3 where the goods are as fit for sale on their return as they were on delivery.

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10.1

Export terms

- Clause 10 of these terms applies (except to the extent that it is inconsistent with any written agreement between us) where we supply the goods over an international border or overseas. The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.

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