

ACCOUNT APPLICATION FORM



Company Legal Name _____

Invoice Address _____

_____ Postcode _____

Main Telephone Number _____

Type of business (Please delete as appropriate): Ltd / Partnership / Sole Trader

Date Commenced Trading _____

Companies House Registration Number _____ Date of Registration _____

VAT Number _____

Name of Buyer _____

Tel _____ Mobile _____

Fax _____ Email _____

Name of Purchase Ledger Contact _____

Tel _____ Mobile _____

Fax _____ Email _____

If you are a sole trader or partnership please provide full name, address & date of birth of principles.

1 _____

2 _____

3 _____

4 _____

For Office Use Only

Log ID

Your anticipated monthly spend on:

Timber £ _____ Panels £ _____ Flooring £ _____

Manufacturing £ _____ Doors £ _____ TEC £ _____

Monthly credit
limit required:

£

TIMBMET GROUP LTD

Timbmet Credit Control
c/o Hadleigh Timber Group
Hadleigh Business Park
Grindley Lane
Blythe Bridge
ST11 9LW
T: 01782 384760
F: 01782 385965
E: creditcontrol@timbmet.com

Trade References (Please note: The Wolseley Group, Travis Perkins, B&Q and Jewson do not provide trade references)

Name _____

Address _____

_____ Postcode _____

Telephone Number _____ Fax Number _____

Credit Limit £ _____



Delivery / Shipping Address

Name _____

Address _____

_____ Postcode _____

Telephone Number _____ Fax Number _____

Please tick one box that best describes your business

(M0) MERCHANTS

- (M1)** General merchant
- (M2)** DIY
- (M3)** Timber merchant

(J0) JOINERY / MANUFACTURER

- (J1)** General / bespoke joinery
- (J2)** Window / conservatory manufacturer
- (J3)** Stair maker
- (J4)** Door maker

(X0) OTHER

- (X1)** General other
- (X2)** Importer/distributor
- (X3)** Boat builders

(F0) FITTER

- (F1)** General fitter - includes shopfitter, bar fitter, office & commercial
- (F2)** Kitchen, bedroom, bathroom manufacturer / KBB fitters
- (F3)** Exhibition / display contractors
- (F4)** Furniture

(B0) BUILDER

- (B1)** General builder
- (B2)** Contractor
- (B3)** Architect / designer

(S0) SCHOOLS / UNIVERSITIES

- (S1)** School / University

Please add your main contact e-mail to receive product/service information:

Preferred Communication

- E-Mail _____
- Fax _____
- Post _____
- SMS _____
- Other (please state) _____

Please tell us how you heard of Timbmet:

- Direct Mail
- Recommendation
- Trade Press
- Internet
- Yellow Pages / yell.com
- Other (please state) _____

Please return your completed application form to the Credit Control Department, Timbmet Group Ltd

Declaration I/We make this application to open a Credit Account and confirm that all particulars given above are correct in every detail.

I/We also confirm that we have received a copy of Timbmet's terms and conditions TG02/16 and agree that we will adhere to them.

I/We understand that Timbmet may undertake a search with a credit reference agency before accepting this application. Timbmet may also make enquiries about the principal directors/partners/owners with a credit reference agency. The credit reference agency will record these searches. Timbmet will monitor and record information relating to your trade performance and such records will be made available to credit reference agencies, who will share the information with other businesses in assessing your application for credit and fraud prevention.

Name _____ Position within company _____

Signed _____ Date _____

By submitting your details, you agree to the use of your personal information by Timbmet Group Ltd for purposes including credit checks, placing orders and keeping you up-to-date with special offers and products we think will be of interest to you.

Your information will only be used by Timbmet Group Ltd and will never be passed to a third party. If at any time you change your mind about receiving information from us simply tick the box below or email us at **marketing@timbmet.com** to be removed.

- I do not wish to receive emails, newsletters, SMS or be kept informed about products and services from Timbmet Group Ltd.

TERMS AND CONDITIONS OF SALE

1. Definition

In these Terms and Conditions of Sale the following words and expressions shall have meanings hereby assigned to them except where otherwise stated:-

- a. 'Seller' means TIMBMET GROUP LIMITED, or any wholly owned subsidiary limited company thereof thereafter referred to as the Seller).
- b. 'Buyer' means the person, firm or company who places an order with and/or accepts an offer of the Seller for the purchase and/or supply of any goods (hereinafter referred to as the Buyer).
- c. 'Goods' means the products and/or services supplied and/or provided or to be supplied and/or to be provided by the Seller.
- d. 'Order' means the Buyer's order for the Goods, as set out in the Buyer's purchase order form or the Buyer's written acceptance of the Seller's quotation, as the case may be.
- e. 'Special Condition' means a term and/or condition either stipulated on the face hereof or stipulated or agreed in writing by the Seller.
- f. 'Sales to Arrive' means sales from stock, which have been paid for by the Seller which have not yet been delivered to the Seller.

2. General

- 2.1 All sales are subject to the following terms and conditions of sale except in so far as Special Conditions apply. Where Special Conditions do apply the terms and conditions herein shall also apply to the extent that they are not inconsistent therewith. The liability of the Seller shall not be extended by any oral agreement expressed or implied between the Buyer and the Seller, their servants or agents. Any additional or amending terms or conditions shall be ineffective unless the Seller expressly asserts to the same in writing and endorses the same on the face hereof. Unless otherwise expressly stated in writing, all quotations and estimates by the Seller are invitations to treat. The Buyer's Order is an offer, which offer will be accepted by the Seller delivering an acknowledgement of the Order. The acceptance by the Buyer of all or any of the Goods shall constitute acceptance by the Buyer of these Terms and Conditions of Sale.
- 2.2 All drawings, illustrations, performance data, specifications and any other "details" whatsoever in the catalogues, sales and/or promotional literature or in any other document of the Seller are included as a guide only, and whilst such details are printed in good faith they should not be relied upon by the Buyer and shall not bind the Seller unless brought to the attention of the Seller in writing at least 14 days prior to such reliance. At the absolute discretion of the Seller, the Seller reserves the right to change such details without prior notice. The Buyer shall accept that any details in the catalogues, trade literature of the Seller and samples supplied by the Seller indicate type, class and general character only, without warranty or guarantee as to the substance, performance, colour, size, thickness or shape or any other characteristic whatsoever and any statutory provision to the contrary is excluded.
- 2.3 If the Buyer does or suffers to be done anything, which might prejudice his ability to pay the full price, he shall be deemed to have repudiated this contract and the Seller may without prejudice to any other rights accept such repudiation without notice as termination thereof. The Buyer shall take delivery or collect the Goods by the date(s) and/or lead time(s) stated in the Order. In the event the Buyer fails to do so, the Seller shall be entitled to treat such failure as a repudiation of this contract and may without prejudice to any other rights accept such repudiation without notice as termination thereof.
- 2.4 The Seller may terminate this contract immediately if the Buyer has insolvency or Bankruptcy proceedings instituted against it, has a receiver, manager, administrator appointed over any of its assets or suffers a similar occurrence in any jurisdiction.

- 2.5** The Seller reserve the right to review/change credit limits offered to its customers at any time, without notification
- 2.6** No cancellation or variation of the whole or any part of the Order by the Buyer or of this contract (including the introduction of any additional terms and conditions) is permitted, except where expressly agreed in writing by a person authorised to sign on behalf of the Seller. The consent of the Seller to cancellation or variation of the Order shall not in any way prejudice the Seller's right to recover from the Buyer full compensation for any loss or expense arising from such cancellation or variation on an indemnity basis.
- 2.7** The Seller reserves the right to sub contract or assign any part of its rights or obligations arising under this contract without obtaining the Buyer's consent. The Buyer shall not assign its rights herein without the prior written consent of the Seller, which consent will not be unreasonably withheld.
- 2.8** For the purpose of the Contracts (Rights of Third Parties) Act 1999 nothing in this contract confers any right to enforce any of its terms on any person who is not a party to it.
- 2.9** Failure or neglect by the Seller to enforce at any time any of these Terms and Conditions of Sale shall not be a waiver to the Seller's rights and it shall not affect the validity of the whole or any part of these terms and conditions or prejudice the Seller's right to take subsequent action.
- 2.10** The Buyer and Seller shall keep the details of this contract and any information provided in relation to it or which either party learns about the other in strict confidence and will not disclose the same to any third party without the prior written consent of the other party.
- 2.11** These Terms and Conditions of Sale supersede all previous trading terms issued by the Seller.

3. Risk Reservation of Title and Copyright

- 3.1** The property and legal title in the Goods shall not pass to the Buyer until all sums due on the Seller's account have been paid. If, notwithstanding that the property in the Goods has not passed to the Buyer, the Buyer shall sell the Goods in such manner as to pass to a third party a valid title to the Goods, the Buyer shall be treated as a fiduciary and shall hold the proceeds of such sale on trust for the Seller, in a separate bank account, without prejudice to any other claims the Seller may have against the Buyer for breach of contract or otherwise.
- 3.2** Nothing herein shall continue the Buyer as the Agent of the Seller for the purpose of any sub-sale. Until good title in the Goods passes to the Buyer, the Buyer will hold the Goods in a fiduciary capacity on behalf of the Seller.
- 3.3** The Buyer agrees that prior to the payment of the whole price of the Goods the Seller shall at any time be entitled to enter any premises of which the Buyer is in occupation or to which the Buyer has access and where any such Goods may be, and remove the Goods there from. Prior to such payment the Buyer shall store the Goods so that they may be readily identified as the property of the Seller and during such time the Buyer shall ensure that the Goods are kept and maintained in the condition in which they were delivered or collected and if not so kept and maintained any costs incurred by the Seller as a result will be recoverable from the Buyer.
- 3.4** Notwithstanding that property and legal title in the Goods shall not pass to the Buyer save as provided above, subject to clause 4, risk in the Goods shall pass to the Buyer when the Goods are collected or delivered.
- 3.5** All designs, drawings and other technical information relating to the Goods and the copyright and intellectual property rights therein made or acquired by the Seller shall be and shall remain the Seller's property.

4. Collection and Delivery

- 4.1** The Buyer or the Agent of the Buyer shall allow and/or accept delivery of all Goods, on the date(s) and or lead time(s) stated in the Order. Goods not allowed and/or not accepted by the Buyer by the

dates(s) and/or lead time(s) stated in the Order will be stored by the Seller, and the Buyer shall pay the reasonable costs of storage and insurance. During such period of storage the Goods will be at the sole risk of the Buyer and any cost incurred by the Seller caused by any act or default of the Buyer including delay in allowing and/or accepting delivery by the Buyer shall be charged to the Buyer.

- 4.2** Upon delivery by the Seller the Buyer shall promptly unload Goods when tendered at the delivery points notified by the Buyer. The Buyer shall make adequate access and road hardstanding from the public highway available to enable delivery and offloading of the Goods to be carried out in a safe and economic manner. The Seller reserves the right to make an additional charge as the Seller considers fit, for any additional loading, delivery, or off-loading or in the event of any special arrangement or additional facilities of whatsoever nature being so required. The Buyer shall provide, at its own expense, the labour necessary for unloading the Goods. If the Seller's delivery vehicle is kept waiting for an unreasonable time or is obliged to return to the Seller without completing delivery through lack of assistance or if additional staff have to accompany the Seller's driver to unload the Goods, an additional charge as the Seller considers fit will be made. By way of indication, a charge of £500 may be levied for delays of more than one hour.
- 4.3** The Seller shall not be liable for any damage or deterioration of Goods sold on delivered terms after the Goods have ceased to rest on the conveyance on which they were delivered.
- 4.4** Notwithstanding and without diminution of the provisions of clause 3 herein, Goods not sold on delivered terms are the responsibility of the Buyer from the time they are dispatched from the premises of the Seller by carrier or any other manner of conveyance for delivery to the Buyer. It is the sole responsibility of the Buyer to insure the Goods against risk of damage, loss or any other occurrence whatsoever during transit.
- 4.5** All Goods delivered or collected by the Buyer shall be stored on site and/or at the premises of the Buyer in a manner, which is suitable for the Goods, and such storage is at the sole risk of the Buyer.
- 4.6** In the event of any Goods being delivered in a damaged condition or if there is any shortage of delivery, the Buyer shall endorse the delivery documents accordingly and identify the precise damage and/or shortage of delivery. If the Buyer fails to endorse the delivery documents in the manner stated above, all Goods identified on the delivery documents shall be deemed to have been delivered and those items shall be deemed to be in an acceptable condition.
- 4.7** If any Goods have been delivered in a damaged condition or there is any shortage of delivery, then the Buyer must endorse the delivery documents as stated in sub-clause 4.6 and in addition also confirm in writing such damage and/or shortage to the carriers and the Seller within three days of receipt of the Goods.
- 4.8** All notices required to be given by the Buyer under these Terms and Conditions of Sale shall be in writing and must be sent recorded delivery or registered post to the head office of the Seller.
- 4.9** If any Goods require to be returned to the Seller, for any reason whatsoever, the Buyer accepts full responsibility for the safe storage and protection of these Goods at site, and the provision of adequate labour and lifting/loading facilities, and the Buyer will be liable for all damage caused and/or all costs incurred by the Seller arising therefrom.

5. Claims

- 5.1** Notice of any claim arising out of or in connection with this contract must be given in writing within 7 working days from the date when the defect occurred and/or became discoverable whichever is the sooner, failing which all claims shall be deemed to be waived and absolutely barred. In any event the Seller shall be under no liability for shortage of delivered Goods or damage unless within 3 days of delivery the Buyer gives written notice of such claim in accordance with sub-clause 4.7 above.
- 5.2** Subject to the above notices being served on time the Seller will consider claims as to quality or fault in manufacture provided that:-

5.2.1 The Buyer gives to the Seller positive identification that the Goods were in fact supplied by the Seller to the Buyer and identifying packing materials are produced and

5.2.2 The Goods are paid for in full on the date agreed for payment between the Buyer and the Seller. But Seller's action in so doing shall not imply any additional responsibility or extension of any liability beyond that set out in these Terms and Conditions of Sale.

6. Limitation of Liability

6.1 It is agreed between the Buyer and the Seller that if any part of any clause contained within these Terms and Conditions of Sale is found to be unenforceable or unreasonable for any reason whatsoever, then the rest of that clause and those clauses not affected by the unenforceable or unreasonable part of the said clause(s) shall remain, effective and binding upon the parties.

6.2 Goods are not tested or stated to be fit for any particular purpose unless expressly stated as a Special Condition and any term, warranty or condition expressed, implied, or statutory to the contrary is excluded. The Buyer shall not rely on the skill or judgement of the Seller as regards suitability of the Goods.

6.3 In no circumstances whatsoever shall the liability of the Seller (in contract, tort or otherwise) to the Buyer arising out of or in connection with this contract or the Goods supplied hereunder exceed the invoice price of the particular individual item(s) concerned, such sum if necessary to be calculated on a pro-rata basis, provided that the Seller may at its option replace any defective item(s), (subject to sub-clause 4.9 above) without liability for consequential losses, damage, loss or expense of any kind whatsoever. The foregoing restriction of liability shall not apply to liability for death or personal injury resulting from negligence.

6.4 Goods supplied are sold on the basis that they conform to the written terms and description as shown on the quotations and (if relevant) offers supplied by the Seller.

6.5 The Seller shall save, indemnify, defend and hold harmless the Buyer from the Seller's (or its subcontractors or affiliates or their respective officers and employees) own consequential losses and the Buyer shall save, indemnify, defend and hold harmless the Seller from the Buyer's (or its subcontractors or affiliates or their respective officers and employees) own consequential losses.

6.6 For the purpose of this clause, the expression 'consequential losses' shall mean indirect losses and/or loss of production, loss of profit or anticipated profit, loss of use and/or loss of revenue.

6.7 All terms (expressed or implied) relating to the quality of Goods are warranties only, the breach of which gives no right to reject the Goods or repudiate this contract in any circumstances whatsoever.

6.8 All doors, sheet materials, plywood, manufactured or planed items or any other items of woodwork supplied by the Seller shall be stored by the Buyer in a manner considered suitable by the Seller. Any claims from the Buyer resulting from storage considered by the Seller to be unsuitable shall be waived and absolutely barred.

7. 'Sales To Arrive'

7.1 Any Goods sold on a 'to arrive' basis, are sold subject to the safe arrival of such Goods in the United Kingdom. The Seller shall not be liable for non-shipment, non-delivery, damage or delay arising from circumstances beyond its control. Should shipment be delayed beyond the times(s) and/or lead time(s) stated in the Order due to circumstances beyond the Seller's direct control, provided the Buyer gives the Seller due notice in writing in time to enable the Seller to notify its shippers or suppliers by facsimile or e-mail, before the Goods are dispatched from the place of supply, to stop the delivery, and provided there are no costs arising from such cancellation, the Buyer shall have the right cancel such part of this contract as does not comply with the stipulated shipment dates. Should cancellation instruction from the Buyer pursuant to this sub-clause be received by the Seller after the Goods have left the place of supply the Buyer shall accept delivery of the Goods as if delivery had been

effected in accordance with this contract, and the Seller shall notify the Buyer to this effect within five working days from the receipt of such purported cancellation instructions. Cut sizes and cut sizes sold in sets, which have been manufactured before receipt, by the place of supply, of written cancellation instructions, must be accepted and paid for by the Buyer providing the specification is supplied promptly and the Goods are available for despatch from the Seller's supplier within 21 days thereafter.

7.2 Any variation in the total of war risk insurance rate or of any charge, tax, levy, duty on import on the Goods shall be for the account of the Buyer. Instructions for delivery shall be given by the Buyer to the Seller in time to enable such instructions to be carried out upon arrival of the Goods. In the absence of such instructions or if instructed by the Buyer to use rail, road transport or sea vessels (at the Buyer's cost) and the Buyer fails to provide same when Goods are available, the Seller will be entitled to take such steps as it may in its absolute discretion consider to be necessary to clear the Goods and shall be entitled to recover from the Buyer all expenses and additional costs arising therefrom.

7.3 If any contract(s) made by the Seller to procure the Goods provides for variation of price(s) or for the cancellation of such contract(s) in the event of alteration in rate(s) of exchange, and if by virtue of such provision either the price of any Goods to be paid by the Seller, or the Sterling equivalent thereof, is varied, or the contract(s) is/are cancelled then the price(s) of such Goods under this contract shall be varied by the same amount, and/or the Seller at its option shall have the right to cancel this contract by notifying the Buyer in respect of any goods not delivered to the Buyer at that date.

8. Manufactured of Machined Items

8.1 In respect of items where this contract includes saw milling, planing, moulding, machining and/or manufacture of any kind (hereinafter referred to as machining or manufacturing), the following shall apply:-

8.1.1 The Seller retains the right to substitute material in its opinion of comparable quality in the event that any specified material is not readily obtainable.

8.1.2 The Seller will insofar as it is able on request manufacture to drawings, designs, bills of quantities, specifications etc of the Buyer, but the Seller will not accept responsibility for any inaccuracies or for faulty design therein. The Buyer will indemnify the Seller against any claims for damages and costs and against all liability in respect of any infringement or alleged infringement of patent rights or registered designs or copyright resulting from compliance by the Seller with the instructions of the Buyer expressed or implied.

8.1.3 It is the responsibility of the Buyer to check drawings, bills of quantities, specifications etc and any variations therein, with regard to tolerances. The tolerances of manufactured goods are the sole responsibility of the Buyer.

8.1.4 It is the responsibility of the Buyer to check all sizes and quantities and any variations therein. All details supplied by the Seller to the Buyer prior to manufacturing or machining shall be deemed to be approved and accepted unless commented upon by the Buyer and notified to the Seller within 10 working days of receipt of the said details by the Buyer.

8.2 Where the Buyer supplies material, which is to be processed in any way by the Seller, all Goods are accepted for processing entirely at the Buyer's risk. It is agreed that the Seller may arrange for such processing to be performed by a third party. No warranty whatsoever is given or implied except that the processors will exercise reasonable skill and care in the processing of the Goods. The processors, their servants or agents will not be liable for any loss, deterioration or damage arising from any cause whatsoever other than their own negligence and then subject to the claim being notified to the Seller in writing within 7 days of the delivery to or collection of the Goods by the Buyer and subject to clause 6 above.

9. Delay for Non-Performance

- 9.1** Any lead time(s) or date(s) for delivery included in the Order are estimates/target time(s) and/or date(s) only, and shall not be of the essence of the contract in any respect. Delay arising from circumstances outside the control of the Seller shall not render the Seller liable to any claim for damages either direct or indirect from whatsoever cause arising nor shall it entitle the Buyer to cancel this contract.
- 9.2** The Seller shall not be held responsible for non-performance of this contract due to shortage of plant, equipment, transport, labour and/or materials, acts of God or nature, trade disputes, strikes, lockouts, fires, riots and/or civil commotion, war, government action, judicial action, or any other cause whatsoever outside the control of the Seller.

10. Price and Payment

- 10.1** The payment terms are strictly net cash within one month of the end of the month in which delivery occurred. Unless agreed otherwise by the parties in writing, the Seller reserves the right to charge interest on any amount unpaid by the date above at not less than 8% over the ruling base rate of the Bank of England which is current at the date the payment by the Buyer became overdue, until the date of payment and such interest shall become a debt due. The Parties hereby agree that this provision does not represent a penalty in that it replicates the remedy within the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.2** The Buyer shall not be entitled to withhold payment of any amount due under this agreement by reason of any dispute or claim hereunder, nor shall the Buyer be entitled to set off under this contract, against any payment due to the Seller, any sum which is not agreed and accepted by the Seller.
- 10.3** If the Buyer shall fail to make due payment of all monies due by the Buyer to the Seller on whatever account then until such monies have been paid the Seller shall be entitled to withhold delivery of the Goods or any part thereof including subsequent deliveries and during such time the Goods shall be deemed to be not available for collection.
- 10.4** If any payment which has become due is not paid in accordance with credit terms, all sums payable to the Seller by the Buyer in respect of the acquisition of goods or otherwise shall become due and payable immediately, without requirement for any notice to be given.
- 10.5** Unless expressly stated otherwise, prices quoted are exclusive of Value Added Tax and the amount of any customs or importation duties applicable to the goods as levied by the customs or tax officials in the country of destination, such amounts will be added where appropriate at the applicable rates.
- 10.6** All legal costs and expenses properly incurred by the Seller in seeking to collect overdue invoices from the Buyer or otherwise to enforce its rights under this contract will be recoverable from the Buyer on an indemnity basis.
- 10.7** Any variation in cost to the Seller of effective delivery of the Goods to the Buyer or in charges directly or indirectly affecting the Goods which occurs after the date of this contract and prior to delivery of the Goods to the Buyer shall be for the account of the Buyer, save that if any contract made by the Seller to procure the Goods provides for cancellation of such contract in the event of a refusal by the Seller to agree to any variation of the rate of freight and if, by virtue of any such provision, such contract is cancelled then the Seller shall have the option of cancelling this contract by notifying the Buyer in respect of any Goods not delivered to the Buyer after that date.

11. Countermands and Returns

- 11.1** The Seller reserves the right to not accept the return of Goods, and to make a handling charge on Goods returned.
- 11.2** Unless otherwise agreed by the parties in writing, any Goods returned must be consigned carriage paid by the Buyer.

11.3 Any pallets, crates, cases, drums, sacks or other packaging where utilised will be charged to the Buyer on delivery or collection and will be credited in full when received back at point of origin in good condition within a reasonable period thereafter.

12. Law

12.1 The sale, including these Terms and Conditions of Sale, shall be governed and construed in accordance with the law of England.

12.2 The parties hereby expressly agree that any dispute or difference arising under this contract shall, in the first instance, be referred to adjudication in accordance with and using the rules and procedures for adjudication set out in the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as set out in Statutory Instrument 1998 No. 649) (as amended).

12.3 The decision of the Adjudicator in sub-clause 12.2 shall be binding on the parties, and they shall comply with it until the dispute is finally determined by legal proceedings, or by arbitration in accordance with the Arbitration Act 1996 or any statutory re-enactment thereof, or by agreement between the parties.

12.4 The method of dispute resolution as set out aforesaid in sub-clause 12.3 is to be mutually agreed between the parties, failing which any such dispute or difference shall be determined by legal proceedings, such proceedings shall be subject to the exclusive jurisdiction of the English Courts.