

Credit Application



Company Information

Company Name:		
Company Address:		
Postcode:		
Phone No:	Mobile No:	Email:
Company Registration No:	Year Established:	Vat No:
Type of Business:		
Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Company <input type="checkbox"/> Other <input type="checkbox"/> Please state.....		

Personal Guarantees – Limited Companies Only

In consideration of Redec Industrial Ltd agreeing to provide credit facilities, the guarantors, individually or jointly irrecoverably guarantee to pay to Redec Industrial Ltd all money which is now due, or at any time after the exceeding the terms and conditions or fails to meet the obligations to Redec Industrial Ltd under the **terms and conditions clause 4.2**

This is a legally binding document, Redec Industrial Ltd would recommend that each personal guarantor seeks independent legal advice to their liabilities under this document before signing it.

Guarantor (1)	Name:	Position:	Date of Birth:
Home Address:			
Postcode:			
Tel Number:	Mobile Number:	Email:	
Print Name:		Signature:	
Guarantor (2)	Name:	Position:	Date of Birth:
Home Address:			
Postcode:			
Tel Number:	Mobile Number:	Email:	
Print Name:		Signature:	



Bank References

Bank Name:	Sort Code:	Account No:
Address:		
Postcode:		
Preferred payment method:		
Post <input type="checkbox"/> Email <input type="checkbox"/> If by email – please provide email address.....		

Trade References

Company Name (1)	Company Name (2)
Contact Name:	Contact Name:
Address:	Address:
Postcode:	Postcode:
Phone:	Phone:
Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:

Applicants Declaration

I/We understand and accept Redec Industrial Ltd terms and conditions and will comply with the same without exception.
 I/We certify that the information contained herein is complete and accurate.
 I/We authorize the companies listed in this credit application to release necessary information to Redec Industrial Ltd to verify the information contained herein.

Signature	Date
Name	Position

Privacy statement in line with the General data protection regulation 2018

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

The lawful basis for processing is based on legitimate interest to protect Redec Industrial Ltd, partners and suppliers from credit issues that may damage the reputation, trading ability and for potential financial loss that may be incurred by any party. Therefore, Redec Industrial Ltd will not be seeking consent to pass information to a credit reference agency. Redec Industrial Ltd will retain the record of the search for the term of the trading relationship between both parties after which the data will be destroyed within a 12-month period.

Business to Business Terms and Conditions

Standard Terms and Conditions for Sale of Goods for Redec Industrial Limited

INDEX

1. DEFINITIONS
2. GENERAL
3. PRODUCT INFORMATION
4. PRICE AND PAYMENT
5. DELIVERY SERVICE
6. ORDER COLLECTION
7. RISK
8. TITLE
9. CANCELLATION OF RETURNS
10. WARRANTY
11. LIABILITY
12. LIMITATION OF LIABILITY
13. FORCE MAJEUR
14. RELATIONSHIP OF PARTIES
15. ASSIGNMENT AND SUB-CONTRACTING
16. WAIVER
17. SEVERABILITY
18. INTELLECTUAL PROPERTY AND THE RIGHT TO USE IT
19. WEBSITE USE AND LINKS
20. GOVERNING LAW AND JURISDICTION

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Buyer" means the organisation or person who buys Goods from the Seller,
- 1.2 "Goods" means the articles to be supplied to the Buyer by the Seller,
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright and trademark wherever in the world enforceable,
- 1.4 "List Price" means the list price of the Goods maintained by the Seller as amended from time to time,
- 1.5 "Seller" means Redec Industrial Ltd, Unit 1, Easter Park, London Riverside, Ferry Lane South, RM13 9BP.

2. GENERAL

- 2.1 These terms and conditions shall apply to all contracts for sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- 2.2 These terms and conditions are available on request by email from the Seller or can be viewed online at www.redecindustrial.com. The Seller has the right to amend the Terms and Conditions from time to time.
- 2.3 Acceptance of sales order confirmation or pro forma invoice of the Goods shall be deemed to be conclusive evidence of the Buyers acceptance of these Terms and Conditions.

3. PRODUCT INFORMATION

- 3.1 Any description given or applied to the Goods is given by the way of identification only and the use of such descriptions shall not constitute a sale by description. For avoidance of doubt the Buyer hereby affirms that it does not in any way rely on any description when entering into this contract.
- 3.2 The Seller reserves the right to alter prices or withdraw or modify supply from time to time without directly notifying previous Buyers. Products illustrated in all of the Sellers literature and website are done so accurately as modern information allows. It is the Buyers responsibility to check the suitability of the product sizes before purchasing.

4. PRICE AND PAYMENT

- 4.1 The Price shall be that in the Sellers current Trade List Price, or other such Price as the parties may agree in writing. The price is exclusive of VAT and any other applicable costs. Carriage can be paid by the Buyer as determined by the Seller.

- 4.2 Payment of the Price and VAT and any other applicable costs shall be done before delivery or within 28 days of the date of the Seller's invoice subject to approved credit terms. Credit terms are backed by a personal guarantee(s) these may be sought in the event of proven non-payment as outlined in Clause 4.2. Credit terms can be removed by the Seller without explanation.
- 4.3 The Seller shall be entitled to charge interest on overdue invoices from the date when the payment becomes due from the day until the date of payment at a rate of 2.5% per annum above the base rate of the Bank of England.
- 4.4 Payment shall be made by Bac's, Cheque or Debit Card **Only**, unless agreed by our account department.
- 4.5 If payment of the Price or any part thereof is not made by the due date, the Seller shall be entitled to:
- 4.5.1 require payment in advance of delivery in relation to any Goods not previously delivered
 - 4.5.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or both without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery,
 - 4.5.3 terminate the contract.

5. DELIVERY SERVICE

- 5.1 Unless otherwise agreed in writing, the delivery of the Goods shall take place at the address specified by the Buyer within the timescales specified by the Seller.
- 5.2 Standard delivery is conducted using the Seller's own vehicle or is conducted using a third-party courier. Delivery times vary according to each mode of transportation as detailed below:
- 5.2.1 Truck (third-party pallet carrier or Seller's own vehicle) up to 21 days.
 - 5.2.2 Parcel (third-party courier) up to 7 days.
- 5.3 The delivery address specified by the Buyer must be safely accessible by truck.
- 5.4 The delivery service may be completed by one person (the driver) up to the vehicle tailgate. It is the responsibility of the Buyer to ensure vehicle access including suitable parking and the handling of Goods beyond the vehicle tailgate.
- 5.5 The delivery period specified by the Seller is an estimate only and shall not be the essence of contract. All deliveries will be booked by the Seller and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 5.6 The Seller shall use reasonable endeavours to meet any stated delivery period, delivery period shall not be the essence. The Seller shall not be liable for any losses, costs or damages incurred by the Buyer or any third-party arising directly or indirectly out of a failure to meet an estimated delivery time.
- 5.7 If the Seller is unable to complete delivery whilst the Goods are in transit for reasons beyond its control, the Buyer may be liable for any wasted delivery expenses incurred by the Seller.

6. ORDER COLLECTION

- 6.1 Orders can be collected by the Buyer at time specified by the Seller from address stated in clause 1.5.
- 6.2 The Buyer must notify the Seller 24 hours before collection.
- 6.3 It is the responsibility of the Buyer to provide the appropriate vehicle to conduct the collection. If the buyer is unable to complete the collection of the Goods on the date agreed, then the Seller shall be entitled to place the Goods in storage until such times as collection can be affected, the Buyer may be liable for any expense associated with such storage.

7. RISK

Risk in the Goods shall pass to the Buyer when the Goods are dispatched from the Seller's premises. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection.

8. TITLE

Title in Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods. The Goods may be resold provided the proceeds of resale are paid to the Buyer to the extent necessary to discharge in full the amount due to the Seller.

9. CANCELLATION AND RETURNS

- 9.1 During delivery the Buyer shall inspect the packaging for visible signs of transit damage before signing any delivery receipt document, in the event of visible sign of transit damage the Buyer must clearly sign the Goods received as damaged on the delivery receipt note before signing. The Buyer shall then notify the Seller within 24 hours.
- 9.2 Goods that on inspection are defective or do not comply with any part of the contract, must be reported to the seller within 24 hours.
- 9.3 Where a claim of defect or damage is made then it shall be the responsibility of the Seller to collect the faulty Goods and the Buyer shall be entitled to replacement Goods or a full refund including delivery costs. If applicable.
- 9.4 Where the Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the costs of remedying such damage.

10. WARRANTY

- 10.1 Where the Goods have been manufactured and supplied to the Seller by a third-party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer.

10.2 The Seller shall be entitled in its absolute discretion to refund the Price of the defective Goods in the event that such Price has already been paid.

10.3 The remedies contained in the Clause are without prejudice to the other Terms and Conditions herein, including but without limitation, Clauses 9 and 10.

11. LIABILITY

11.1 No liability of any nature shall be incurred or accepted by the Seller in respect of any representations made by the Seller, or on its behalf, to the Buyer, or to any acting party on its behalf, prior to making of this contract where such representations were made or given in relation to:

11.1.1 the correspondence of the Goods with any description

11.1.2 the quality of the Goods, or

11.1.3 the fitness of the Goods for any purpose whatsoever

11.2 No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such terms relate in any way to:

11.2.1 correspondence of the Goods with any description

11.2.2 the quality of the Goods, or

11.2.3 the fitness of the Goods for any purpose whatsoever

11.3 All implied terms, conditions or warranties as to the correspondence of Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the contract.

12. LIMITATION OF LIABILITY

12.1 Where any court or arbitrator determines that any part of Clause 9 above is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Buyer but in an amount not exceeding the contract Price.

12.2 Nothing contained in these Terms and Conditions shall be construed as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

13. FORCE MAJEUR

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances out of its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant and machinery or shortage or unavailability of raw materials from a natural source of supply and the Seller shall be entitled to a reasonable extension of obligation. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

14. RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

15. ASSIGNMENT AND SUB-CONTRACTORS

The contract between the Buyer and the Seller for the Sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contacted, in either case by the Buyer, without the prior written consent of the Seller.

16. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions shall not be a waiver of them or the right at any time subsequently to enforce all Terms and Conditions of this agreement.

17. SEVERABILITY

If any term of provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court or competent jurisdiction such provision shall be severed, and the remainder of the provision hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

18. INTELLECTUAL PROPERTY AND RIGHT TO USE IT

The Buyer acknowledges and agrees that all copyright, trademarks and intellectual property rights in all the Seller's literature and website shall remain at all times vested with the Seller. The Buyer is permitted to use this material only as expressly authorised by the Seller.

19. WEBSITE USE AND LINKS

19.1 Access to and use of the Seller's website are subject to these Terms and Conditions. The Buyer agrees that the use of these website services is entirely at the risk of the Buyer.

19.2 By using the Seller's website the Buyer agrees not to undermine the website's functionality and integrity.

19.3 The Seller's website may include links to third- party websites that are maintained and controlled by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

20. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with law of England and Wales and the

parties hereby submit to the exclusive jurisdiction of the English and Welsh Courts.