

# SAS Europe LTD

## CREDIT ACCOUNT APPLICATION FORM

We wish to apply for a credit account with your company and submit the following details for approval:

### Your business details

Name ..... Name of proprietors .....

Address .....  
 ..... Phone .....  
 ..... Fax .....

Postcode ..... Mobile .....

Email ..... Website .....

Payment contact name ..... Trading Style

Payment tel number .....  Sole Trader  LLP  
 Partnership  PLC  
 LTD  Other

Company/LLP Registration No

Please supply proof of address, such as a copy of a current utility bill and a sample of your business letter headed paper

### Payment Details

Have any of the principals (directors/partners/trustees or proprietor) been involved in a  
 Liquidation/Bankruptcy/IVA/CVC/Receivership or had any CCJ's registered against them?  Yes  No

How long has your company/business been established? .....

Anticipated monthly spend £.....

Name of bank/building society .....

Address .....

.....

.....

Account No         Sort Code

Do we have permission to approach you bank for a status enquiry?  Yes  No

SAS (EUROPE) LTD - CHERITON BISHOP - EXETER - EX6 6JE - UNITED KINGDOM

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 E info@sas-europe.com www.sas-europe.com



# SAS Europe LTD

## CREDIT ACCOUNT APPLICATION FORM

### Trade References

1. Name .....	2. Name .....
Address .....	Address .....
.....	.....
Tel .....	Tel .....
Fax .....	Fax .....

**N.B** We will perform a search with a credit reference agency, which we will keep a record of and will share that information with other businesses. We may also make enquires about the principal directors with a credit reference agency.

Performance of your account will be recorded and such records will be made available to credit reference agencies, who will share this information with other business in assessing application for credit and fraud prevention.

Any changes in the status of your company must be notified in writing to SAS Europe Ltd and a new account application will need to be completed and approved by SAS Europe Ltd

**Credit Guarantee** to be completed by the owner/director/company secretary of the company applying for credit. In consideration of your agreeing to supply goods to the applicant on credit, we the undersigned being owner/director(s) of the applicant company jointly and severally guarantee payment of all financial obligations to SAS Europe Ltd and its subsidiaries and successors including financial obligation arising from any increase in the credit limit granted by SAS Europe Ltd or its subsidiaries and successors from time to time following review of the applicant company's account.

We agree to adhere to your standard terms and conditions, which includes full payment of invoices within 30 days from invoice date and your credit guarantee

Signed ..... Name .....

Position ..... Date .....

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# Conditions of Sale

## 1. GENERAL

- (a) All quotations are made and all orders are subject to the following conditions. All conditions of the Customer or other terms, conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing.
- (b) Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by writing or oral notice.
- (c) Acceptance of delivery of Goods shall constitute acceptance of these Conditions where acceptance has not previously been communicated by the Customer of the Company.
- (d) If any statement or representation upon which the Customer relies has been made to the Customer other than in the documents endorsed with the Company's quotation or acknowledgement of order the Customer must set out that statement or representation in a document to be attached or enclosed on the order in which case the Company may clarify the point and submit a new quotation.

## 2. SAMPLES

- (a) Notwithstanding that samples may be or have been submitted by the Company the sale to the Customer is not and shall not be deemed to be a sale by sample for the purpose of Section 15 or Sale of Goods Act 1979.
- (b) Any samples submitted to the Customer are intended to indicate only the substance and the general character of the materials and the Customer shall have no claim if the colour or composition of the bulk supplied fails to correspond with the sample in such respect unless the particular requirements is specified by the Customer and accepted by the Company in writing or unless the sample has been supplied for the purpose of batch approval.

## 3. DELIVERY

- (a) Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
- (b) The date of delivery shall in every case be dependent upon prompt receipt of all necessary information - final instruction or approvals from the Customer. Alterations by the Customer in specifications or quantities required may result in delay in delivery.
- (c) The Company shall endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company, the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and the Company shall be entitled to invoice the Goods in accordance with these Conditions.
- (d) Unless otherwise expressly agreed, any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and/or the normal period of transit only.

## 4. RISK AND TITLE

- (a) Risk shall pass to the Customer so that the Customer is responsible for all loss, damage or deterioration of the Goods.
- (i) If the Company delivers the Goods by its own transport at the time when the Goods or a relevant part thereof arrive at the place of delivery or
- (ii) In all other circumstances at the time when the Goods or a relevant part thereof leaves the premises of the Company whether or not the Company arranges transport and where the Goods are delivered by carrier any claims for loss or damage in transit must be made by the Customer against the carrier in accordance with the carrier's condition.
- (b) Title in the Goods or any relevant part thereof shall pass to the Customer when the Customer has paid to the Company all sums due and payable by it to the Company under this Contract all other prior contracts between the Company and the Customer or when the Customer serves written notice upon the Customer specifying that title in the Goods or such part thereof has passed whichever shall be the earlier in time and the Customer shall permit any officer employee representative or agent of the Company to enter on to the Customer's premises and to repossess the Goods at any time prior thereto.
- (c) The Customer shall only be at liberty to sell the Goods purchased from the Company prior to the passing of title on the understanding that if the Customer does sell the Goods, then the Customer will hold on trust for the Company so much of the proceeds of sale received by the Customer under contracts which include any of the Goods either in their original or altered state as are necessary to discharge payment in full to the Company. If the Company so requires, the Customer shall store the Goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Company.

## 5. CANCELLATION AND RETURNS

- (a) Cancellation and returns will be agreed by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and returns and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation and returns will be paid forthwith by the Customer to the Company.
- (b) No Goods delivered to the Customer which are in accordance with the Contract will be accepted for return without the prior written approval of the Company on terms to be determined at the absolute discretion of the Company. Goods returned without the prior written approval of the Company may at the Company's absolute discretion be returned to the customer or stored at the Customer's cost without prejudice to any right or remedy the Company may have. A 25% handling charge will also be applied to any returned goods. All credits must be taken within 12 months of credit date.
- (c) Note: All cement based products are non returnable; therefore no refunds will be given.

## 6. PRICES

- (a) All prices are unless otherwise stated quoted net ex works exclusive of VAT and are subject to fluctuation in the event of any increase in the cost of labour materials or overheads. Any increase in such costs from the time of ordering will be added to the quoted price.
- (b) In the event of any alteration in specification being requested by the Customer and agreed to by the Company, the Company shall be entitled to make an adjustment of the contract price corresponding to such alteration.
- (c) All prices quoted are exclusive of Carriage and all Carriage quotations are for goods delivered to one address in one operation to mainland UK by the Company's own transport arrangements.

## 7. TERMS OF PAYMENT

- (a) Where credit is granted by the Company to a Customer, the terms of payment shall be net cash monthly - account due and payable within 30 days from the date of invoice. The Company shall be entitled to submit its invoices with its delivery advice notes or any time thereafter save that where delivery has been postponed at the request of the Customer, then the Company may submit its invoice at any time after the goods are ready for delivery or would have been ready in ordinary course but for the request or default as aforesaid.
- (b) Payment terms are net cash with order unless otherwise agreed in writing and any credit terms quoted to a Customer may notwithstanding any arrangement with the Customer be withdrawn at any time by the Company. Credit may only be granted at the absolute discretion of the Company on initial orders over the minimum value specified by the Company.
- (c) Where Goods are delivered by instalments, the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these Conditions.
- (d) No disputes arising under neither Contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.
- (e) In the event of default in payment by the Customer either of the whole payment or any instalment under the above terms of payment, the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on any contract between the Company and the Customer without notice and to charge interest on any amount outstanding under the current terms of the 'Late Payment of Commercial Debts (Interest) Act 1998'. This is currently calculated at 8% above the Bank of England Base Rate, and will be reviewed periodically. The interest will be calculated from the date the payment was due. The company shall have the option of treating any outstanding balance of the contract as having been repudiated by the customer.
- (f) Further to clause 5 above, the Customer accepts that all product warranties, guarantees and technical support relating to the contracts not paid as a result of late payment may be withdrawn at the discretion of the Company and made null and void until such time as payment is received by the Company without confirmation of such withdrawal in writing.

## 8. SPECIFICATION AND BATCH VARIATIONS

- (a) The Company reserves the right to alter or change specifications of the Goods supplied within reasonable limits having regard to the nature of the Goods.
- (b) The Customer will have no claim in respect of minor batch to batch variations in colour or texture or composition.

## 9. TECHNICAL INFORMATION AND COVERAGE

- (a) The information contained in the advertising sales and technical literature issued by the Company (including the Company's application instructions and specifiers and users guide) may be relied upon to be accurate in the exact circumstances in which it is expressed otherwise any illustrations performance details examples of applications recommendations as to use and all other technical data in such literature are based on experience and from trials under test conditions. Accordingly the information contained in the Company's publications is provided for general guidance only and forms no part of the Contract unless expressly agreed in writing. Customers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's product.
- (b) The Customer shall have no claim in respect to under or over ordering of Goods unless a separate written guarantee is given by the Company.

## 10. APPLICATION INSTRUCTIONS

The Company supplies instructions for the application of the Goods and copies may be obtained on demand from the Company free of charge. Accordingly the Customer shall have no claim against the Company arising as a consequence of the method of application.

## 11. SHORTAGES AND DEFECTS APPARENT ON INSPECTION

The Customer shall have no claim for shortages or defects apparent on visual inspection unless

- (a) the customer inspects the Goods within three working days of arrival at its premises or other agreed destination and
- (b) a written complaint is made to the Company within fourteen days of receipt of the Goods or such shorter period as the carrier's conditions (if applicable) require specifying the shortage or defect and
- (c) the Company is given an opportunity to inspect the Goods and investigate any complaint before any use is made of the Goods.

If a complaint is not made to the Company as herein provided, then the Goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the same accordingly and in such circumstances the Guarantee Condition shall not apply.

## 12. DEFECTS NOT APPARENT ON INSPECTION

- (a) The Customer shall have no claim in respect to defaults not apparent on visual inspection at the time of delivery.
- (b) The Customer shall not be entitled to claim in respect of any repairs or alterations undertaken by the Customer without the prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.
- (c) The Company may within 30 days of receiving such a written complaint (or 60 days where the Goods are situated outside the United Kingdom) inspect the Goods and the Company if so required by the Company, shall take all steps necessary to enable the Company to do so.

## 13. GUARANTEE CONDITION

- (a) Save as otherwise provided by the other Conditions Sections 12 to 15 of the Sale of Goods Act 1979 are to be implied into this Contract.
- (b) In the event of the condition of Goods being such as might or would (subject to these Conditions) entitle the Customer to claim damages or to repudiate the Contract the Customer shall not then do so but shall first ask the Company to supply satisfactory substitute Goods, the Company shall thereupon be entitled to supply satisfactory Goods free of cost and within a reasonable time. If the Company does so supply satisfactory substitute Goods, the Customer shall be bound to accept such substituted Goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the substitute Goods are delivered.

## 14. LIABILITY

- (a) Save where the Company is shown to have failed to exercise reasonable care in the manufacture and/or supply of the Goods the Company shall not be liable in any circumstances in respect of death or personal injury and under no circumstances whatsoever shall the Company be liable for consequential loss (including removal or rectification work required in connection with the substituted Goods) loss of profits or damage to property.
- (b) The Customer shall save where the Company shall have failed to exercise reasonable care in the manufacture or supply of the Goods indemnify the Company from and against all loss damage demands expenses claims actions and proceedings which are incurred by the Company or threatened demanded brought or made against the Company by any person firm or company or governmental or other authority in respect thereof together with all costs and expenses incurred in relation thereto.

## 15. INSOLVENCY

- (a) If the Customer shall become bankrupt or insolvent or compound with creditors or in the event of a resolution being passed or proceedings commenced for the liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager is appointed of all or any part of its assets undertaking the Company shall be entitled to cancel the Contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.
- (b) The Customer accepts that all product warranties, guarantees and technical support relating to the contracts not paid as a result of Insolvency may be withdrawn at the discretion of the Company and made null and void until such time as payment is received by the Company without confirmation of such withdrawal in writing.

## 16. FORCE MAJEURE

Neither party shall be under any liability for any delay loss or damage caused wholly or in part by act of God governmental restriction condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves its employees or not by reason of any other act matter or thing beyond its reasonable control including failure by the other party to carry out the provisions of these Conditions.

## 17. LEGAL

The Contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the Jurisdiction of the English Courts only.

## 18. CONSUMER SALES

Where a contract is for the sale of Goods to a person who neither makes this contract in the course of a business nor holds himself out as doing so, the statutory rights or obligations that arise under Section 12-15 of the Sale of Goods Act 1979 shall not be affected by these Conditions. Where a trade discount is given the Customer warrants that the transaction is not a consumer sale.