

APPLICATION FOR A CREDIT ACCOUNT

PLEASE READ TERMS & CONDITIONS BEFORE SIGNING

ALL APPLICATIONS ARE SUBJECT TO A CREDIT ASSESSMENT PROCESS

FINANCE TO:
ARROW UK Ltd
ARROW Safety wear
Gatwick Finance Ltd

NORWOOD HILL
HORLEY
SURREY
RH6 OHR
Tel: (01293) 864002
Fax: (01293) 864003

FULL TRADING TITLE.....

TRADING ADDRESS.....

.....POSTCODE.....

TEL. NO (inc. code).....FAX NO (inc. code).....

PREVIOUS ADDRESS (if less than 1 year).....

ADDRESS TO BE INVOICED (if different from above).....

HOW LONG ESTABLISHED..... NATURE OF BUSINESS.....

LIMITED COMPANY NAME (if applicable).....

REGISTERED OFFICE.....

REGISTRATION NO.PARENT CO IF ANY.....

IF SOLE TRADER OR PARTNERSHIP, STATE FULL NAMES AND HOME ADDRESSES OF PROPRIETOR/PARTNERS AND DATES OF BIRTH (PLUS PREVIOUS ADDRESS IF RESIDENT LESS THAN 3 YEARS).

.....TEL. NO.....D.O.B.....

.....TEL. NO.....D.O.B.....

NAME AND ADDRESS OF BANKERS.....

.....A/C NO..... SORT CODE.....

AMOUNT OF CREDIT REQUESTED AT ANY ONE TIME.....DATE.....

SIGNATURE OF PROPRIETOR/PARTNERS (A DIRECTOR MUST SIGN ON BEHALF OF A LIMITED COMPANY)

.....
.....

FOR OFFICE USE ONLY

CREDIT LIMIT.....AUTHORISED.....DATE.....

Applications for a credit account will be considered but the Company reserves the right to refuse any application and no reason will be given for such refusal.

STANDARD CONDITION OF SALE

1. Definitions

In these terms and conditions where the context so admits the following expressions shall have the following meanings:

“Company”

means Arrow Supreme And its divisions and subsidiaries.

“Customer”

means the person, firm or company who places the order with the Company.

“Goods”

means the articles or any of them ordered.

“Order”

means the customer’s instructions to supply the goods.

2. Applications of Conditions to all Contracts

The following General Conditions of Sale and any Special Conditions agreed to in writing shall apply to and form the basis of all contracts for the sale of the Company’s goods. In particular no condition attaching to the Customer’s order purporting to override or vary the Company’s Conditions shall have any effect whatsoever and any acceptance by the Company of an order shall be deemed to be on that basis unless otherwise specifically agreed in writing.

3. Cancellation of orders

No cancellation of any order will be effective unless in writing and until accepted by the Company. The Company reserves the right to refuse to accept any cancellation and in particular no cancellation will be accepted of orders for goods to special requirements or not normally stocked by the Company if the manufacture or obtaining by the Company of such goods in process of being completed.

4. Prices

The prices quoted in literature issued by the Company are the prices for goods ex-stock at the date of the preparation of that literature. They are subject to revision without notice and the literature does not constitute an offer for sale at the prices shown.

All goods will be charged for at prices current at the time of despatch. All prices are exclusive of VAT.

5. Credit Accounts

Credit Accounts may be opened by Customers on furnishing the Company with two satisfactory trade references and a Banker’s reference. The Company reserves the right to ask for cash payment on or before delivery of goods whether or not a credit account has been opened for the Customer. Customers not having accounts should send full payment with their orders.

6. No sale or return

Goods are not supplied by the Company on sale or return.

7. Term of Payment

- a) Payment will be strictly C.O.D., or for approved Account Customers 30 days, following delivery of the invoice for goods or delivery of the goods whichever shall be the later.
- b) The Customer shall not be entitled to make any deduction from the price of goods for any set off or counterclaim unless both the validity and the amount thereof have been admitted by the Company in writing.
- c) The Customer is not entitled to refuse or delay payment on the grounds that the title in the goods has not yet passed as under paragraph 8.

8. Property at risk

- a) The risk in the goods shall pass to the customer on delivery.
- b) Until full payment has been received by the Company for all the goods whatsoever supplied.
 - i) Property in the goods shall remain in the Company.
 - ii) Subject to iii and iv below the Customer shall be at liberty to sell the goods in the ordinary course of business on the basis that the proceeds of the sale shall belong to the Company to whom the customer shall account on demand.
 - iii) The Company may at any time revoke the Customer’s power of sale by notice to the Customer if the Customer is in default for longer than seven days in the payment of any sum whatsoever due to the Company (whether in respect of the goods to any other goods supplied at the time by the Company to the Customer for any other reason whatsoever).
 - iv) The Customer’s power of sale shall automatically cease if a receiver is appointed over any of the assets of the undertaking of the Customer of a winding-up order if made against the Customer or the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy.
 - v) Upon determination of the Customer’s power of sale under iii or iv above Customer shall place the goods at the disposal of the company who shall be entitled to enter upon any premises of the Customer for the purpose of removing such goods from the premises (including severance from the reality where necessary).

9. Lien

The Company shall have a general lien against the owner of any goods for any monies whatsoever due from such owner to the Company and whether arising under a contract to which these conditions apply or not. If any lien is not satisfied within reasonable time the Company may at its absolute discretion sell the goods as agents for the owner and apply the proceeds towards the monies due and the expenses of the sale and shall upon accounting to the customer for the balance remaining (if any) be discharged from all liability whatsoever in respect of the goods.

10. Insurance

The Customer will be responsible for insurance to their full value of any goods not paid for and where the title has not passed under paragraph 6. The Customer indemnifies the Company for the loss damage to or destruction of any goods where the title still rests with the Company. Any insurance monies payable under this clause shall be held in trust for the Company.

11. Delivery and defective goods

- a) Liability for non-delivery of goods cannot be accepted unless the Company is notified with 10 days of the date of the invoice.
- b) Any shortages, breakages or defective goods must be reported in writing to the Company within 10 days of the date of the delivery. Any claims made outside of this period will not be recognised.
- c) When orders have been correctly fulfilled the Company cannot accept goods on return.
- d) If the Customer fails or refuses to take delivery of goods on the date agreed he shall be liable to the Company for any loss occasioned by such failure or refusal and for any charges thereby incurred by the Company and for a reasonable charge by the Company for the care and custody of the goods whether he has been specifically requested to take delivery of the goods or not. The Company reserves the right to take delivery of the goods or not. The Company reserves the right to dispose of any goods after 30 days from the agreed date of delivery should the Customer fail or refuse to take delivery of the goods.
- e) The Company will make every effort to maintain quoted delivery time but such quoted times are estimates only and the Company does not accept any liability or penalty for the late or non-delivery.

12. Force Majeure

The Company shall not in any way be liable to the Customer in respect of any loss arising in the event of delivery of the goods being prevented, hindered or delayed as a result of any circumstances outside the control of the Company including (but without prejudice to the generality of the foregoing) accidents, strikes, lock-outs, trade disputes, acts or restraints of government or imposition of restrictions on export.

13. Legal construction

Every contract to which these Standard Conditions of Sale apply shall be construed and operates as an English contract and in accordance with English law.