



CREDIT ACCOUNT APPLICATION FORM

MAKING YOUR PAYMENT METHOD SIMPLE



For enquiries:



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TERMS & CONDITIONS

Definitions

The terms 'we', 'us' and 'our' means or refers to Traxx Tyres Ltd, registered in England & Wales under number 07403215. The term 'you' means or refers to the other party to the transaction who has accepted our quotation for the purchase of the goods.

The term 'goods' means or refers to any goods or services supplied by us to you during our normal course of trading. The term 'order' refers to the written or verbal request for goods made by you to us. Written requests are to include all forms of communication including e-mail, facsimile and 'Traxx Link'. The term 'supply agreement' means or refers to an arrangement that has been made between us and you in advance of an order being placed.

Price

The price of the goods shall be the price that is in force as part of any supply agreement made between us and you. If no such agreement is in place, the price shall be the price that is agreed at the time of order. All prices quoted are valid for 14 days only, or until earlier acceptance, after which time they may be altered by us without giving notice. All prices (unless otherwise stated) are exclusive of VAT and other taxes applying at time of delivery under English and other relevant law.

Delivery

All delivery dates and times quoted are estimates only, and are not of essence to the order. If a paid delivery does not arrive you must inform us immediately, it is not acceptable to wait until the invoice is due for payment. If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract. However you may not cancel if we receive your notice after the goods have been dispatched and if you cancel the contract, you can have no further claim against us under that contract. 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). Where delivery is made in instalments or part deliveries, each instalment or part delivery shall be deemed to be a separate order. Failure by us to deliver any instalment under the order, shall not entitle you to rescind the whole of the order. You agree to pay at the contract rate for the actual quantity delivered. You shall inspect the goods immediately upon delivery and shall within five days from such inspection give notice in writing to the company of any damage, shortage or incorrect goods delivered. If you fail to give such notice the goods will be deemed to be correct and you will be bound to accept and pay for the goods accordingly. In no circumstances whatsoever are you entitled to recover loss of profits, indirect and consequential loss or damages arising in connection with delivery time or from non-delivery of the goods.

Delivery and Call Offs

We may decline to deliver if; we believe that it would be unsafe, unlawful or unreasonably difficult to do so, or the premises (or access to them) are unsuitable for our vehicle or you fail to pay us any money when due or you become insolvent or you fail to honour your obligations under these terms. If you unreasonably refuse delivery we may charge you for the cost of the delivery and treat your refusal as cancelling the contract. If delivery does not take place, either on the contact date or not at all, because you are at fault or for reasons beyond our control, we may store and insure the goods at your expense. We may deliver the goods as soon as possible, but we have the right to sell them after a period of 14 day's storage. We may, in any event recover our storage and insurance costs, either directly from you or from any proceeds of sale. If you require storage or call off facilities or both, the goods will be invoiced to you when delivered or collected and our normal payments will apply. If we store the goods we may make a monthly storage charge beginning two calendar months after the date of our original invoice and calculated at 1% of the invoice price of the goods for each month that the goods are not delivered or collected.

Payment Terms

You are to pay us on cash on delivery basis unless you have an approved credit account. If you have an approved credit account, subject to status, payment is due no later than 30 days from end of month in which the goods were invoiced, unless otherwise agreed in writing. If you fail to pay us in full on the due date we may suspend or cancel future deliveries. We may cancel any discount or retrospective rebate offered to you. We may add a charge of £25 each time a cheque is returned or represented you must pay interest (if applied to the account) at the rate equivalent to that set for the purposes of s6 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 calendar month; and

C) Before and after any Judgement (unless the court orders otherwise).

If you have a credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of these at any time without notice. We have the right to allocate any payments you make against sums you owe us in any way that we choose.

Insolvency of Buyer

While you owe money to us or if you become insolvent, or have a receiver or administrator appointed, we have a right to keep any property we may hold of yours until you have paid us in full (a lien) of stoppage in transport, and of resale at the end of 14 days from the day we tell you that we are exercising a lien, we have the right to dispose of the property as if beneficially entitled to it and to apply any proceeds of sale to any money you may owe us. 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 of your obligations under these terms.

Queries on Invoices

Any queries on invoices or proof of delivery requests must be made in writing within 5 days of receipt of invoice, it is not acceptable to have a query or request a proof of delivery when payment becomes due.

Retention of Title

Legal title to all goods that we have supplied to the buyer shall remain with the company and shall not pass to the buyer until all monies owed by the buyer are paid in full. You must store the goods properly so that they are clearly identifiable as our property. You must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us. You may use these goods and sell them in the ordinary course of your business, but not if: We revoke that right (by informing you in writing); or you become insolvent, you must inform us (in writing) immediately if you become insolvent. If your right to use and sell the goods ends you must allow us to remove the goods.

We have your permission to enter any premises where the goods may be stored: at any time to inspect them; and after your right to use and sell them has ended, to remove them. 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.

Risk

The goods are at your risk from the time of delivery

Delivery takes place either: at our premises (if you are collecting them or arranging carriage); or at your premises (if we are arranging carriage) you must inspect the goods on delivery. If any goods are damaged (or not delivered) you must inform us in writing within five working days of delivery. You must give us (and any carrier) a fair chance to inspect the damaged goods.

Warranties

We warrant that the goods comply with their description on our acknowledgement of order form; and are free from material defect at the time (as long as you inspect the goods at time of delivery) If you believe that we have delivered goods which are defective in materials or workmanship, you must inform us (in writing), with full details as soon as possible; and allow us to investigate (we may need access to your premises and product samples) If the goods are found to be defective in material or workmanship (following our investigation and you have complied with conditions above in full) we will (at our option) replace the goods or refund the price.

We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract of the supply of goods or their use. Our liability is limited in damages to the price of the goods.

Specifications

You must ensure that the goods ordered are fit for the purpose for which you intend to use them and you warrant that the specification or designs or materials will not result in the infringement of any rights belonging to a third party and that you will indemnify us in respect of all loss, damage, costs or expenses (directly or indirectly and including finance costs and legal costs on a full indemnity basis) which we may incur in connection with any such claim or threatened claim by a third party. By supplying goods to you we do not waive any intellectual property rights (including any design rights) that we may have in respect of them. We reserve the right to make without notice any minor modifications in our specifications, designs or materials as we deem necessary or desirable. We reserve the right to make any changes in specifications, designs or materials of our goods that are necessary to ensure they conform with any applicable safety or other statutory requirements.

Returns

No goods delivered to you in accordance with your order will be accepted for return without our prior approval which shall be at our sole discretion and if given will be in accordance with the following procedure: Any returns must be requested by you in writing; and If we accept such goods for return you will be liable for a handling charge; and you will pay for the goods and we shall issue a credit note to the value of the returned goods less the handling charge; and the credit note will be redeemable only against our goods at their list price for a period of twelve months from the date of the original invoice. Any goods that are not fit for sale on their return as they were on delivery will not be credited.

Waiver and Variations

Any waiver or variation of these terms is binding in honour only unless: Made (or recorded) in writing; and signed on behalf of each party; and expressly stating an intention to vary these terms. All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

Force Majeure

If we are unable to perform our obligations to you (or able to perform them only at an unreasonable cost) because of circumstances beyond our control, we may then cancel or suspend any of our obligations to you without liability. Examples of those circumstances include, act of God, accident, war, strikes, governmental regulations or orders, national emergencies, lockouts, fire, flood, drought, tempest, explosion, transport delays and difficulty in obtaining supplies.

General

English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

If you are more than one person (partner, shareholder or director) each of you has joint and several obligations under these terms.

If any of these terms are unenforceable as drafted; It will not affect the enforceability of any of these terms; and if it would be enforceable if amended, it will be treated as so amended. We may treat you as insolvent if: You are unable to pay your debts as they fall due; or

you (or any item of your property) become the subject of: any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangement (including a moratorium) or bankruptcy); any application or proposal for any formal insolvency procedure; or any application, procedure or proposal overseas with similar effect or purpose. All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us. Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed. No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller. The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either: contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or which expressly state that you may rely on them when entering into the contract. Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

I am duly authorised by the applicant business to enter into this agreement on its behalf. We agree that payment of your invoices will be made strictly in accordance with your credit terms, and that all orders given to you will be subject to your terms and conditions of sales above. We recognise that if payment of your invoices is not made by the due date, the debt may be referred to a third party agency for collection. We/I understand that as part of your assessment of us asking for the granting of credit, you may send details of our application (including information relating to the proprietors in the case of a non-limited entity) to third party credit referencing agency. We/I authorise our bankers to provide an opinion as to our suitability for the requested account.

SECTION 3 - CUSTOMER ACCEPTANCE OF TERMS & CONDITIONS

I am duly authorised by the applicant business to enter into this agreement on its behalf.

NAME:

SIGNATURE:

POSITION:

DATE:

IMPORTANT: SAMPLE LETTERHEAD IS REQUIRED

mark of quality – assurance of service



THIS PAGE TO BE COMPLETED BY TRAXX TYRES AUTHORISED PERSONNEL

SECTION 4 - CUSTOMER DETAILS

BDM: _____

ISA: _____

VAN RUN: _____

INDUSTRY:
(PLEASE SELECT AS APPROPRIATE)

TYRE RETAILER:

MOBILE FITTER:

MOT/SERVICE CENTRE:

ACCIDENT REPAIR CENTRE:

DEALERSHIP:

FLEET:

HIRE COMPANY:

OTHER:

ANTICIPATED MONTHLY SPEND: £ _____

NUMBER OF YEARS KNOWN: _____

CURRENT SUPPLIERS:

- 1: _____
- 2: _____
- 3: _____
- 4: _____

LIST: _____

CONTRACT: _____

CALL FREQUENCY: _____

DOL: Please tick to allow DOL use

OTHER INFORMATION:

