



2-4 WEST HENDERSON'S WYND, DUNDEE, DD1 5BT

Tel: 01382 228202 Fax: 01382 223322

**CREDIT
ACCOUNT
APPLICATION
FORM**

Thank you for applying to open a credit account with D & A Motor Factors.

Please download & print off this form before filling in all sections. Failure to complete all relevant sections will delay your application.

Email or post the form back to us and one of the team will be in touch directly.

A. Type of Business (please tick)		
Limited Company	D	Please complete sections B &
Partnership	D	Please complete sections C &
Sole Trader	D	Please complete sections C &

B. Limited Companies
Full Name of Company:
Trading Name: (if different from above)
Established Date:
Company Reg No:
Registered Address:
Directors:

C. Partnerships & Sole Traders
Trading Name:
Established Date:
Home Address of Above:
Partners Home Address:

--

D. Must Be Completed In All Cases

Delivery Address:

Invoice Address:

(if different from above)

Statement Address:

(if different from above)

Tel:

Fax:

Mobile:

Contact Name: (Sales)

Tel:

Fax:

E-mail:

Contact Name: (Accounts)

Tel:

Fax:

E-mail:

Trade Ref 1:

Address:

Tel:	Fax:	
Trade Ref 2:		
Address:		
Tel:	Fax:	
Type of account applied for?	30 day account	7 day weekly account

E. Banking & Credit Details

Bankers Name:	
Bankers Address:	
Account No:	Sort Code:
I hereby apply for a credit account, and accept the following credit terms: Invoice terms are strictly 30 days from month end/7 days from invoice (delete as appropriate). I understand that D & A Factors Ltd can enquire with a credit agency for references. I accept the terms and conditions of sale shown overleaf and agree to abide by them.	
Signature:	Position:
Name (print):	Date:

F. Customer Category (please tick)

Garage
MOT Garage
Commercial Garage
Farm
Taxi Firm
Agricultural Engineer

Manufacturer
Retail Shop
Factor
Exporter
Other -

<u>G. Re-ordering Arrangement</u>		
How do you wish to order with us? (please tick)		
Tel:	Email:	Fax:

<u>Important Notes</u>	
1. Please allow 10 working days for references to be returned and for the account to be opened. You will receive a letter of notification as soon as account is open.	
2. Payment terms are 30 days from month end/7 days from invoice (delete as appropriate). These terms are strictly operated by the company and no orders can be dispatched if settlement has not been made in full by the due date.	

<u>Internal Use Only</u>	
Account Number:	
Credit Control Approved:	
Credit Limit:	
Date:	

1. Definitions

“The Company” or “Seller” means D & A Factors Ltd.

“Customer” or “Buyer” means the legal entity accepting the company’s written or oral quotation for the supply of goods or whose order for goods has been accepted by the company.

“Goods” means any goods or services supplied by the company, including any packaging materials.

“Agreement” means a contract for the supply of goods incorporating these terms and conditions.

2. General

2.1 All quotations are made and all orders are accepted subject to the following conditions.

2.2 The agreement supersedes all prior agreements, arrangements and understandings between the parties relating to the subject matter hereof. All other conditions or warranties whatsoever are excluded from the agreement unless expressly accepted by the company in writing.

2.3 Quotations shall be available for acceptance for a maximum period of 30 days (unless otherwise agreed in writing by the company) from the date thereof and may be withdrawn by the company within such period at any time by written or oral notice.

2.4 Quotations, offers and tenders for the whole of the goods for which the same are given by the company and the company reserves the right to refuse acceptance of any order which constitutes part only of the goods forming the subject of the quotation, offer or tender.

2.5 If any statement or representation has been made to the customer by the company its servants or agents upon which the customer relies other than in the documents enclosed with the company’s quotation or acknowledgment of order then the customer must set out that statement or representation in a document to be attached to or endorsed on the order and in any such case the company may confirm reject or clarify the point and submit a new quotation.

2.6 The company reserves the right to correct at any time any clerical or typographical errors made by its servants, employees or agents.

3. Delivery

3.1 Delivery times quoted are subject to confirmation after receipt of order and while the company will be as accurate as possible on the issue of such times the same cannot be guaranteed. The customer shall have no right to damages or to cancel the order for any cause to meet any delivery times stated.

3.2 The date of delivery shall in every case be dependent upon prompt receipt of all necessary information final instructions or approvals from the customer.

3.3 Failure by the customer to take delivery of or to make payment in respect of any one or more instalments of the goods delivered hereunder shall entitle the company to treat the whole agreement as repudiated by the customer.

3.4 The company will endeavor 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 payment for the goods shall in accordance with these conditions.

3.5 The company reserves the right to charge the customer for any demurrage costs incurred in the event of vehicles being unduly delayed at the customers work when delivering.

4. Risk & Title

4.1 Risk shall pass to the customer so that the customer is responsible for all loss, damage or deterioration to the goods at the time when the goods arrive at the premises of the customer.

4.2 Title to the goods or any relevant part thereof shall only pass to customer if:

4.3 The customer has paid to the company all monies and sums due and payable by it to the company under this agreement and all other prior contracts or agreements between the company and the customer, or

4.4 When the company serves on the customer notice in writing specifying that title in the goods or such part thereof has passed.

4.5 The company may recover goods in respect of which title has not passed to the customer at any time and the customer hereby licenses the company, its officers, employees and agents to enter upon any premises of the customer for the purpose of satisfying itself that condition 4.6 below is being complied with by the customer or of recovering any goods in respect of which property has not passed to the customer. In the event of the goods being at the premises of a third party by the direction of the customer then the customer shall if so required by the

company remove and the goods from such premises and return them to the company forthwith.

4.6 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. Prices

5. All prices are unless otherwise stated quoted net exclusive of VAT and exclusive of carriage. The company reserves the right to alter prices without prior notification prior to despatch of the goods.

6. Terms of Payment

6.1 Unless otherwise agreed by the company in writing payment shall be made in full within 30 days from month end/7 days from invoice.

6.2 Where goods are delivered by installments the company may invoice each installment separately and the customer shall pay such invoices in accordance with these conditions.

6.3 No disputes arising under the contract nor delays beyond the reasonable control of the company shall interfere with prompt payment in full by the customer.

6.4 In the event of default in payment by the customer the company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on any contract or contracts between the company and the customer without notice and to charge interest on any amount outstanding at the rate of 12% per month until paid.

7. Defects Apparent on Inspection and Notification of Non Delivery or Damage

7.1 The customer shall have no claim for defects apparent on visual inspection unless: -

7.2 The customer inspects the goods within 1 hour of arrival at its premises or other agreed destination, a verbal complaint should be registered within 1 hour and a written complaint is made to the company within 5 days of receipt of the goods.

7.3 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 agreement and the customer shall be bound to pay for the same accordingly.

7.4 Notification of short delivery of goods must be made immediately. If goods are delivered in a damaged condition the delivery drivers advice note must be marked accordingly and the company informed within 1 day. Non conformance with his invalidates the buyers rights the claim.

8. Liability

8. Save when the company is shown to have failed to exercise reasonable care in the supply of the goods and such failure results in death or personal injury the company shall not be liable in

respect of claims arising be death or personal injury. Further under no circumstances whatsoever shall the company be liable for consequential loss (including removal or rectification work required in connection with the installation of repaired or replacement goods) loss of profits or damage to property.

9. Insolvency

9. If the customer shall become bankrupt or under the provisions of section 123 of the insolvency act 1986 is deemed to be unable to pay its debts or compounds with the creditors or in the event of a resolution being passed or proceedings commenced for the administration or 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 or undertaking the company shall be entitled to cancel the agreement in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the company.

10. Force Majeure

10.1 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 matter or thing beyond its reasonable control including failure by the other party to carry out the provisions of these conditions.

10.2 Should the performance of any obligation of the company prevented, delayed or in any way interfered with due to any of the aforesaid matters then the company may at its option suspend performance or cancel its obligations under the contract without liability whatsoever, such suspension or cancellation being without prejudice to the company's right to recover all sums owing to it in respect of consignments delivered and costs incurred prior to the date of suspension or cancellation.

11. Notices

11.1 All notices must be in writing and sent to the address of the recipient set out in the agreement or the recipients registered office or such other address as the recipient may designate.

11.2 Any such notice may be delivered personally or by first class prepaid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when dispatched.

11.3 Any notice concerning the validity or existence of the agreement must be delivered personally or sent out by recorded delivery first class letter post.

12. Law and Jurisdiction

12. The agreement shall be governed by the construed in accordance with the laws of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts.

We will be happy to clarify any of the foregoing notes. Please do not hesitate to contact a member of our Sales Office Team.

Please return to: D & A Factors (Dundee) Ltd
2-4 West Hendersons Wynd
Dundee
DD1 5BT

Tel: 01382 228202

Fax: 01382 223322

We accept all the following terms & conditions of the sale and all orders supplied by D & A Factors Ltd to our company are hereby supplied under these terms and conditions.

Signed: _____

Position: _____

Name of the Company: _____

Date: _____