



Credit Account Application

Please Return Completed Applications with References to:

Accounts Department, Dalzell's Of Markethill, 62-68 Main Street, Co. Armagh, Northern Ireland, BT60 1PL

I/we make this application on behalf of _____
_____ to open a credit account.

I/we have read and understood your Terms and Conditions of Sale and agree to be bound by them to the exclusion of any terms of purchasing which may be incorporated into our orders.

I/We agree to pay in accordance with our Terms and Conditions of Sale overleaf.

PLEASE COMPLETE IN BLOCK CAPITALS

First Name _____ Middle Name _____

Surname _____ Position _____

Business Name _____

Trading Name _____

Business Type _____

Legal Status: Sole Trader { } Partnership { } Limited Company { } PLC { } Public Body { } Registered Charity { }

Company Registration Number _____ Vat Number (ROI – Certificate Must Be Attached) _____

Directors Names _____

Registered Office _____ Post Code _____

Business Telephone _____ Fax _____

Mobile _____ Skype _____

Email _____ Website _____

Sole Traders / Partnerships / Limited Companies **Only**

Home Address _____ Post Code _____

Home Telephone _____ Mobile _____

Signature _____ Print Name _____ Date _____

Dalzells of Markethill

t 028 3755 1260 f 028 3755 1022

62-68 Main Street, Markethill, Co. Armagh BT60 1PL

www.armaghelectrical.com

Vat No. 287 1810 410



Credit Limit

The Credit Limit You Are Applying For Is - **£To Be Confirmed**

Signature _____ Print Name _____ Date _____

References

Sales Contact:

Name _____

Telephone _____

Email _____

Internal Accounts Contact:

Name _____

Telephone _____

Email _____

Bank Reference:

Bank Name _____

Address _____

Post Code _____

Account No. _____

Sort Code _____

Accountants Reference (Historical ability and willingness to satisfy creditors demands):

Name _____

Address _____

Post Code _____

Telephone _____

Email _____

Trade Reference (2 Required):

Name & Position _____

Address _____

Post Code _____

Name & Position _____

Address _____

Post Code _____

Your Account No. _____

Telephone _____ Email _____

Your Account No. _____

Telephone _____ Email _____

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Terms & Conditions of Sale

Interpretation – In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings: “the Buyer” means the person, firm or company who purchases the Goods from the Company; “the Company” means Dalzell’s of Markethill; “Contract” means the contract between the Company and the Buyer which shall be deemed to incorporate these Terms; “Goods” means any goods agreed in the Contract to be supplied by the Company to the Buyer; “Place of Delivery” means the place to which the Goods are to be delivered. In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

The Contract – The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer. No terms and conditions contained in the confirmation of the order, purchase order or other document of the Buyer will form part of the Contract.

Credit Accounts – A credit account will only be opened on receipt of satisfactory bank, Accountant and two trade references. Cash and Carry reference can not be used. All accounts are due for cleared payment (post-dated cheque(s) are not acceptable) by the 20th of the month following delivery (the due date). All accounts are strictly net. For transactions where a credit account has not been set up or where the credit account is not enough to cover the order, cleared payments will be required before the goods are dispatched or collected. Credit Accounts will be reassessed in full every 18 months. The Company reserves the absolute right at any time to suspend or reduce the agreed credit limit without prior written consent.

Description & Product Selection – The Seller takes every reasonable precaution to ensure the specifications, features and images listed in our sales communications /websites are correct as accurate as possible. The Seller cannot take responsibility howsoever caused arising from any errors, omissions, miss descriptions or images. The Seller reserves the right to make any amendments to our sales communications/websites without notice. The Seller takes every care to select the correct product for the buyers needs from the information given regarding the intended use of the product at the time of ordering. The Seller cannot take responsibility for unsuitably supplied products where the information given is inaccurate or withheld. It is the Buyer’s responsibility to satisfy any specific specifications on the written order, otherwise the Seller cannot be held responsible for duplicated deliveries.

Prices & Quotation – All prices quoted are estimated only and are valid for fourteen days only and in any event are subject to adjustment if the manufacturer price increases before despatch for special orders. All prices quoted are exclusive of VAT unless otherwise stated. Clerical and typing errors are subject to correction. A contract is made once the Seller accepts an order but the Seller reserves the right at any time without explanation to (a) Refuse to accept an order (b) Cancel an order (c) Suspend deliveries against an order (d) Refuse cancellation of an order. No variation of any order will be accepted unless agreed with the Seller in writing. Written confirmation of verbal orders must be received before dispatch. The Buyer must refer to previous telephone conversations on the written order, otherwise the Seller cannot be held responsible for duplicated deliveries.

Delivery – Any delivery quoted by the Seller is an estimate only unless agreed by the Seller and signed by a Director. If no date is specified for delivery of the goods, delivery shall be within a reasonable time. Subject to other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 60 days. Delivery charges may be applicable and will be advised by the sales team at quotation. Delivery charges vary by the load, carrier and location. Delivery Charges, carriers and areas denoting charge may be from time to time redefined by the Seller.

Damage & Shortages – The Buyer is required to inspect for damage, apparent defect and shortages at the time of delivery. Claims for shortages will not be accepted if the Buyer (or apparent nominee) has signed for the whole consignment. Claims for shortage must be received in writing or email within 24 hours of receipt. All other claims must be made in writing or email to the Seller within three days of receipt of the goods. Claims made outside these periods will not be considered.

Risk in and Ownership of the Goods – Risk in the Goods will pass to the Buyer on delivery. Ownership in the Goods shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account. Until ownership of the Goods has passed to the Buyer, the Buyer shall: hold the Goods on a fiduciary basis as the Company’s bailee; store the Goods separately from all other goods of the Buyer or any third party in such a way that they remain identifiable as the Company’s property; not destroy or deface any identifying mark on the Goods or their packaging; maintain the Goods in satisfactory condition insured with the Company’s interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.

Payment – Subject to paragraph 5, payment for the Goods shall be due on the 20th of the month after receiving the goods i.e. Goods received on the 04/11/2010 must be paid for no later than the 20/12/10. Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds. A post-dated cheque(s) is not an acceptable form of payment as such funds have not been cleared. The Seller has the absolute right to suspend further deliveries of an

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outstanding order where the Buyer is in breach of these conditions, particularly (but not exclusively) failure to pay their account by the due date. Further to this, the Seller shall have the right to charge interest at 2% per month on overdue accounts in addition to any other reasonable recovery costs. In such circumstances as a Cheque is returned unpaid by the Buyers bank a charge of £10 will be applied to that Buyers account to cover the associated administration and costs that are resulting. Where any account is overdue, all sums invoiced by the Seller will become immediately due for payment. Where agreement has been made to supply goods in excess of the agreed credit limit the Buyer must present full payment for the amount in excess of the agreed credit limit by way of Bankers Draft or Cash to the Seller at the point of Delivery. Payment by BAC transfer is acceptable by prior arrangement provided that the required funds have cleared at the time of Delivery to the Buyer. Credit and Debit Card payment facilities (by way of chip and pin) are available in-store in the event of the Buyer collecting the Goods from the Seller. The Seller has the absolute right to suspend the order were the Buyer is in breach of these conditions.

Suspension & Termination – Without prejudice the Seller reserves the right to suspend any further performance of any Contract, which these Terms and Conditions apply, if the Buyer (a) is overdue with any payment (b) has a receiver or liquidator appointed (c) exceeds the credit limit (d) fails to take delivery of any Goods ordered by it (e) is in breach of its obligations under these Terms and Conditions.

Defective Goods – (a) Products sold by the seller with a warranty for standard domestic use. Commercial and semi-commercial applications may result in a limited or void warranty. (b) The Seller is not a manufacturer. Where Goods sold by the Seller are the subject of a manufacturers warranty, the Seller shall extend such a warranty for the duration thereof provided the Buyer does not in any way invalidate such warranty and any complaint relating to the goods is notified to the Seller in accordance to these Terms and Conditions. The Buyer shall indemnify the Seller against all costs incurred by the Seller in connection with all warranty costs rejected by the manufacturer. (c) The Seller shall on request endeavour to give the Buyer the best assistance and guidance but it is the Buyers' responsibility to ascertain quality, suitability and durability. (d) The Seller shall not be liable under this agreement or in any other way for any loss of profit, consequential loss or damage whatsoever arising by act or omission of the Seller or defects in goods sold by the Seller. (e) The Seller shall not in any event be liable to the Buyer or any third party for any damages arising from any breach of this agreement in excess of the price charged by the Seller to the Buyer for the Goods and services complained of. (f) Where despite the terms of these conditions, the Seller is liable to the Buyer or any third party for damages in excess of the price of the goods or services complained of the Buyer shall indemnify the Seller against its ability to pay any such excess.

Returns – No Goods may be returned without the Sellers' prior written or emailed consent. Goods returned with the Sellers' prior agreement must state the original invoice number. The right is reserved to levy a re-stocking charge (up to 25% at the Sellers' discretion). Boxes and cases that have been charged will be credited in full if returned to the Sellers place of despatch within fourteen days from the date of the Sellers invoice but subject to any re-stocking charge. The right is reserved to refuse return of goods supplied to specific order not held as standard stock. All cancellations of such orders must be received in writing or email before the product leaves the suppliers. The Buyer will be liable for the invoice value of the Goods where they have been specially made and cannot be cancelled. The email contact for the proposed return of goods is returns@armaghelectrical.com. The Seller will provide paperwork for the returned goods which must be completed by and securely attached by the Buyer to the agreed Goods for Return. Failure to meet this requirement will result in the goods not being taken into stock.

Limitation of Liability – The Company's liability in Contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the price of the Goods and the Company shall under no circumstances be liable to the Buyer for any consequential, indirect or economic loss or damages.

General – If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be removed from these Terms which will otherwise remain in full force and effect. These Terms will be governed by and interpreted according to the Law within which the territory in which the Seller is registered and the parties submit to the exclusive jurisdiction of the courts within the United Kingdom.

****Ends Here****