

**To: Mason Cables & Accessories Ltd.  
Unit 7, Mucklow Hill Trading Estate  
Halesowen, West Midlands B62 8DF**

**I hereby request trade credit facilities subject to the terms and conditions overleaf.**

<b>BUSINESS DETAILS</b>	
Name of business:	
Business Address	Registered Address
Tel:	Fax:
Date of Commencement of Business DD MM YYYY	Accounts email:
	Company Registration No.

<b>BANK DETAILS</b>	
Bank:	
Branch:	Sort Code
Address:	

<b>REFERENCES</b>	
Trade reference (1)	Trade reference (2)
Tel:	
Fax:	

Amount of credit requested:	DATE DD MM YYYY
I certify that I am authorised to apply for credit on behalf of the applicant	The applicant hereby authorises the credit provider to seek credit references as necessary.
Authorised signature	
Print name of signatory: _____	
Position Held: _____	

## TERMS AND CONDITIONS OF SALE

Mason Cables & Accessories Ltd. shall hereafter be referred to as the vendor. The Company to whom the vendor is selling the goods shall hereafter be referred to as the purchaser. These terms and conditions shall apply to all quotations, orders and contracts unless specifically agreed by the vendor in writing to the contrary.

Orders are subject to the vendors' acceptance and are subject to the conditions of sale printed below. Unless expressly accepted in writing by the vendor, any qualification or negation of these conditions in any document of the purchaser shall be deemed to be inapplicable. Quotations are without engagement and are subject to goods and/or services being available when the order is received.

The property in the goods shall only pass to the purchaser when the whole of the price invoiced has been paid, and until payment, the purchaser shall hold the goods on trust for the vendor and the purchaser shall be responsible for all loss or damage howsoever caused. The purchaser shall hold such goods at no cost to the vendor and ensure that they are clearly identified as belonging to the vendor until such time as payment for these goods has been made to the vendor.

In the event of any sale or other disposition of the goods by the purchaser before the property in the goods has passed to the purchaser, the purchaser shall hold on trust for the vendor the whole of the proceeds of the sale.

Settlement of invoices is to be made by the 28<sup>th</sup> day of the month following the month in which the invoices are dated. Any variation to these terms must be agreed by the vendor in writing. No further goods may be dispatched until payment has been made on outstanding invoices. Interest may be charged on all overdue accounts at the rate of 4% over bank base rate in force on the date of invoice. The vendor reserves the right to re-charge any preferential discounts given against invoices in which those invoices are overdue for payment. Non-payment of outstanding invoices within the agreed term will render the whole of the account due & payable.

If the purchaser defaults in the punctual payment of any sum owing to the vendor then the vendor shall be entitled to the immediate return by the purchaser of all goods (or the documents of title thereto) in which the property has not passed to the purchaser and the purchaser hereby authorises the vendor to recover the goods (or documents) and to enter any premises of the purchaser for that purpose. Any demand for, or the recovery of, the goods (or documents) by the vendor shall not in itself discharge either the purchasers' liability to pay the whole of the price and take delivery of the goods or the vendors' right to sue for the whole of the price of the goods.

The time and/or date given for delivery by the vendor is given as accurately as possible. The vendor will not accept any liability in respect of quoted delivery times for non-delivery or delays in shipment of any kind.

Claims for damaged goods, short deliveries or non-delivery must be notified to the vendor within 2 days of date of invoice, failing which the claim may be rejected by the vendor. Consignment notes endorsed "unexamined" or "unchecked" will not be accepted by the vendor in respect of any claim for damaged goods or short-delivery pertaining to said consignment note. Consignments received in damaged condition should be refused by the purchaser.

No goods may be returned for credit by the purchaser without the prior consent of the vendor. Handling charges may be applied by the vendor for any goods accepted for credit by the vendor where the goods were supplied correctly in accordance with the order as placed by the purchaser. The vendor will not accept order cancellation from the purchaser without prior agreement in writing. Cancelled orders may be liable to cancellation charges to cover the cost of goods (or services) bought or committed and work done. Goods not normally stocked by the vendor and ordered specially for the purchaser can only be returned for credit when the vendors' supplier has, in turn, accepted goods back for credit. Any charges for the return of goods by the vendor to the vendors' supplier, and subsequently, any handling charges imposed by the vendors' supplier upon the vendor for the return of said goods will be passed on to the purchaser.

All returned goods are to be sent directly to the vendor, insured and packed securely in the same condition as supplied, and are to be accompanied by a returns note stating :- Name & address of sender/purchaser, Purchasers' order number, Vendors' sales order number & date, Reason for return and Nature of fault (if applicable).

The vendor cannot accept any liability for any product if it has been cut or tampered with in any way after delivery.

Under no circumstances will the vendor accept any liability for consequential damage/loss caused by goods supplied by the vendor as requested by the purchaser or as recommended by the vendor.

The prices quoted for goods refer to the quantities stated and do not apply to smaller or larger quantities of the same goods unless agreed by the vendor.

The vendors' prices are subject to alteration without prior notice.

No quotation issued by the vendor is to be treated as an offer by the purchaser, but a basis to treat, open for the period stated or, when no period is stated, then within 14 days after the date of the quotation. If an order is placed on the basis of a quotation, such an order will be treated as an offer subject to these conditions and shall not be binding upon the vendor unless and until accepted by the purchaser in writing. Quotations are subject to the vendor's being able to purchase and obtain the necessary materials.

Initial orders placed by purchasers new to the vendor must be made "cheque with order" or "cash on delivery" until a credit rating has been established by the vendor for the purchaser.

Where goods are supplied on "returnable drums" the purchaser shall promptly arrange with the vendor the return of such drums in the same condition as originally supplied. These drums will be invoiced at the point of order and credited upon their return.

Specifications for goods provided by the vendor are given in good faith and to the best of the vendors' knowledge and therefore do not constitute a guarantee. Any liability arising from goods incorrectly specified by the vendor will be limited to replacement of goods up to the value of the goods originally supplied.

Where the vendor has given appropriate notice that goods are available for inspection and/or shipping, then if a delay occurs in inspecting and/or shipping through no fault of the vendor, the purchaser will pay against invoice for the value of the goods held awaiting inspection and/or shipping.

**FORCE MAJEURE** If the vendor is prevented (directly or indirectly) from making delivery of the goods or any part thereof by reason of Act of God, war, strikes, industrial disputes, fires, explosions, breakdowns, failure of sources in supply of material, shortages or delay in obtaining fuel supplies, interruption of transport, Government action, or any other cause whatsoever outside the vendors' reasonable control, the vendor shall be under no liability whatsoever to the purchaser. The vendor reserves the absolute right to cancel existing credit facilities "without prejudice" at any time where a breach of the above conditions have taken place.