



HOLMFIRTH RD, SHEPLEY, HUDDERSFIELD HD8 8BB
TELEPHONE: 01484 606213 FAX: 01484 604057
VAT NO. 975 5464 73 COMPANY REG NO. 6962567
DIRECTORS : AP. GREENLEAF & D.WATSON

APPLICATION FOR CREDIT FACILITIES

TRADING NAME IN FULL

INVOICE ADDRESS

MAIN TELEPHONE NUMBER FAX NO.....

PURCHASES: NAME.....TEL.....EMAIL.....

ACCOUNTS: NAME.....TEL.....EMAIL.....

DO YOU REQUIRE ORDER NUMBERS QUOTING ON YOUR INVOICES ? YES / NO

VAT REG. NO. TYPE OF COMPANY.....(LTD, PARTNERSHIP ETC.)

NAME & ADDRESS OF PARTNERS/DIRECTORS

IF LIMITED COMPANY:
REGISTERED OFFICE ADDRESS

COMPANY REGISTRATION NO

HOW LONG ESTABLISHEDAMOUNT OF CREDIT REQUIRED £.....

NAME/ADDRESS OF BANKER.....

BUSINESS REFERENCES:

1. NAME.....

ADDRESS.....

TELEPHONE NO.FAX NO. / EMAIL.....

2. NAME.....

ADDRESS.....

TELEPHONE NO.FAX NO. / EMAIL.....

OUR PAYMENT TERMS ARE NET MONTHLY

I CONFIRM THAT THE ABOVE INFORMATION IS CORRECT AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS SUPPLIED.

SIGNED.....NAME..... POSITION..... DATE.....

PLEASE RETURN TO THE ABOVE ADDRESS OR EMAIL TO accounts@pmwquarries.co.uk

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DIRECTORS : A.P. GREENLEAF & D.WATSON

CONDITIONS OF SALE

1. GENERAL

Every contract of sale, whether made by direct order or by your acceptance of a quotation, is subject to these conditions. All other conditions and warranties are, whether implied by statute, common law or trade usage or expressed by you are hereby excluded with the exception of conditions expressly accepted by us in writing.

2. DEFECTS

The goods supplied under any contract are not warranted by the Company to be suitable for any purpose other than the primary purpose for which they are made and normally used and all other conditions, guarantees and/or warranties as to fitness are expressly excluded from such contract(s).

3. DELIVERY TIME

Dates/times given for delivery are approximate and we shall not be liable to you for the consequences or costs in any delay of delivery.

4. PRICE VARIATIONS

The prices are based upon costs ruling at the date of quotation. In the event of any variation in such costs between the date of quotation and the date of delivery the charge to you will be adjusted accordingly.

5. PLACE OF DELIVERY PASSING RISK

i. Goods supplied remain the property of the Company until all sums due to the Company on any account whatsoever shall have paid for whether or not the goods are added to or mixed with other goods not the property of the Company, but on delivery or as soon as the goods become ascertained goods the Customer shall be responsible for and shall indemnify the Company against all loss or damage to the goods from any cause whatsoever.

ii. You will be responsible for providing proper means of access to your site and adequate manoeuvring space to enable the goods to be unloaded or discharged. The nearest accessible delivery point to your works will be determined by us or our agent.

6. EXTRACOSTS

Unless otherwise stated on our quotation you will be charged extra where:

i. Deliveries are made outside normal working hours.

ii. Deliveries are in part loads.

7. CANCELLATION OF DELIVERIES

i. No cancellation of the order can be accepted unless such cancellation is received at our depot in time to prevent the order being dispatched. Any loss incurred by us as a result of the cancellation of an order after the order has been dispatched will be debited to you and paid for accordingly.

ii. If you fail to make payment for goods delivered, or being a corporate body, you have a receiver appointed of your assets or shall have an effective resolution for winding up made against you or, being an unincorporated body, you have a receiving order made against you or you enter into any composition or arrangement with your creditors, or if there shall be any breach by you of these conditions, we may, without prejudice to our other rights or remedies, cancel any existing orders for the goods and refuse to make any further deliveries.

8. INDEMNITY

You will indemnify us against all claims and proceedings in respect of loss, damage or injury to persons or property (including our employees and third parties and their property) arising either directly or indirectly from:

i. The state or nature of the access to or point of discharge at your site.

ii. Any cause whatsoever unless attributable to the negligence of our employees at your site.

9. PAYMENT / OVERDUE ACCOUNTS

Payment for the goods supplied shall be due against the Company's invoice and any amounts not paid when due shall bear interest at the current rate according to 'Late Payment of Commercial Debt Regulations'. If the Company has to instruct solicitors or other agents to recover monies owed by the Buyer then the Buyer will indemnify the Company against all fees and costs payable by the Company to its solicitors or agents in connection with such recovery.

We reserve the right to refuse to deliver if accounts rendered to you are overdue for payment, or if your credit is unsatisfactory.

10. EXEMPTION

Except as expressly provided in Condition 2 we shall not be liable to you for direct or indirect loss or damage to persons or property howsoever arising from the sale of the goods or any defect in them. Any advice or recommendations given by us or our servants or agents as to the method of storing, application or use of our goods, are given without liability on our part either in contract or tort.

11. Deliveries to be made may be wholly or partly suspended in the event of a stoppage to or interruption of work on operations of the Company as a result of strikes, lockouts, trade disputes, breakdown, war (whether declared or not) hostilities, government regulations or acts, accidents, shortages of materials or any cause whatsoever beyond the control of the company and such suspension shall not invalidate any contract or give rise to any claim for damages whatsoever.

12. The Company reserves the right to sub contract the fulfilment of the supply of goods or any part thereof at its discretion.

13. In making these conditions the Company does so both for itself and for and on behalf of every employee servant or agent of the Company and the Customer hereby confirms that any exemption or liability granted to the Company by these conditions shall also extend to every employee servant or agent of the Company whom the company hereby agrees to indemnify fully against any such liability.