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# **CREDIT APPLICATION**

WWW.GLOVEMAN.CO.UK
Company name (requesting credit):
Trading name (if different to above):
Invoice address:
Delivery address:
Landline telephone number:
Contact email address:
Type of business: Plc Ltd Sole trader
If a sole trader, please confirm owners full name and address.
Name:
Address:
Company Reg No:
VAT No:
Business market:
Credit limit required:
Incorporation Date:
Managing Director:
Purchasing contact & telephone number:
Accounts payable contact & telephone number:

# **Gloveman Supplies Ltd** Vision House, Jon Davey Drive, Treleigh Industrial Estate,

Vision House, Jon Davey Drive, Treleigh Industrial Estate, Redruth, Cornwall, TR16 4AX. t: 01209 314 759 • f: 01209 314 760 • e: sales@gloveman.co.uk

# **BANKING INFORMATION**

Name of bank:
Account no:
Sort code:
Contact:
Address:
REFERENCE 1
Contact Name:
Address:
Telephone:
Email:
REFERENCE 2
Contact Name:
Address:
Telephone:
Email:

PAYMENT TERMS: ALL INVOICES TO BE PAID WITHIN 30 DAYS FROM THE DATE OF INVOICE. CLAIMS/QUERIES MUST BE MADE WITHIN 10 DAYS OF INVOICE DATE.

CUSTOMERS AUTHORISATION TO RELEASE BANK AND TRADE INFORMATION I/WE HEREBY AUTHORISE YOU, TO WHOM THIS APPLICATION IS MADE, OR YOUR AGENTS, TO INVESTIGATE MY/OUR CREDIT WORTHINESS AND WILL PROVIDE FINANCIAL STATEMENTS, TAX RETURNS, ETC, AS YOU DEEM NECESSARY. FURTHERMORE, SHOULD MY/OUR APPLICATION BE SUCCESSFUL, I/WE CONFIRM RECEIPT OF GLOVEMAN SUPPLIES LIMITED'S TERMS & CONDITIONS AND AGREE TO THE CONDITIONS THERIN.

Signed:	
Print Name:	
Position in Company:	
Date:	

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# **TERMS & CONDITIONS OF SALE**

### 1. ACCEPTANCE OF ORDERS:

All orders are accepted by the Company subject to these conditions of sale. No quotation or estimate given by the Company gives hise to a binding contract unless an order is placed by a customer and accepted by the Company. An order for goods placed by you, the Customer (including through our website) shall be subject to these Terms and Conditions. The Company may undertake a credit search on a customer without which the Company could be unable to process an order. Quotations or estimates are valid for 30 days. These conditions incorporate all the terms agreed between the Company and a Customer and apply to the exclusion of all other terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document. These terms cannot be varied except by a document signed by the Company and a Customer on or after this contract commences. The Company excludes all representations made before entry into this contract. The Company reserves the right to refuse any order.

#### 2. CUSTOMERS AUTHORITY:

Customers entering transactions with the Company expressly warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all the other persons who are, or may become, interested in the Company's goods or products whether in whole or part. The Customer warrants that all details provided on the order form for the purpose of purchasing the goods are correct, that when payment is made by credit card the credit card the Customer is using is the Customer's own and that there are sufficient funds and/or sufficient unused limit available to cover the cost of the goods.

#### 3. PRICES:

The prices listed on the website, contained in a brochure or quoted by the Company replace previous prices and are subject to changes without notice. Prices charged shall be prices ruling on the date of acceptance of an order. All prices quoted do not include insurance and are subject to VAT at the prevailing standard rate.

#### 4. CARRIAGE:

All orders will be despatched in accordance with the Company delivery schedule by the most appropriate route. Where a Customer requires an alternative route or places an order and requires delivery outside the normal schedule the Company shall have the right to charge the entire cost of delivery, irrespective of the value of the order.

#### 5. PAYMENT:

If payment is by BACS, cheque, debit or credit card, the price for the goods and any associated services is payable not later than 30 days after the date of invoice. The Customer is expected to pay the Company punctually because prompt payment is vital to, and a condition of, the contract. If payment is agreed to be by letter of credit, such letter must be irrevocable and unconditional and in terms and with a bank approved by the Company. The Company will be entitled to charge interest at 8% per annum interest above the Bank of England Base Rate on any monies outstanding after the due payment date until the amount and interest are paid in full after as well as before any judgment.

#### 6. CANCELLATION OF GOODS:

The Company endeavours to meet Customer's individual requirements but the Company shall be under no obligation to accept cancellations or amendment of any order or part of an order. Where such cancellation is accepted it is on the understanding that a cancellation or amendment charge may be levied.

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Company Reg No: 04862122 • Vat No: 819291314 Reg Office: Whiting & Partners, Greenwood House, Greenwood Court, Skyliner Way, Bury St. Edmunds, Suffolk, IP32 7GY.

## 7. TITLE:

7.1. Until the Customer pays all debts owing to the Company:

7.1.1. All goods supplied by the Company remain the Company's property

7.1.2. The Customer must store the goods, so they are clearly identifiable as the Company's property

7.1.3. The Customer must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for the Company

7.1.4. The Customer may use those goods and sell them in the ordinary course of their business, but not if:

i) The Company revoke that right (by informing the Customer in writing); or

ii) The Customer becomes insolvent

7.1.5. The Customer must inform us (in writing) immediately if they become insolvent

7.1.6. If the Customers right to use and sell the goods ends, then the Customer must allow the Company to remove the goods

7.1.7. The Company has the Customers permission to enter any premises where the goods may be stored.

7.1.7.1. At any time to inspect them; and

7.1.7.2. After the Customers right to use and sell them has ended, to remove them, using reasonable force if necessary

7.1.8. Despite the Company's retention of title of the goods the Company has the right to take legal proceedings to recover the price of the goods supplied should the Customer not pay the Company by the due date.

### 8. RISK:

The risk in the goods shall pass to the Customer immediately prior to loading for despatch from the Company premises.

### 9. INDEMNITY:

The Customer will indemnify the Company against any loss (or injury, including death) to persons or damage caused by goods or their use, except for death or injury caused by the Company's negligence and the Customer fully indemnifies the Company for any damage or expense which we incur or sustain as a result of any third-party claim arising from the goods and the Customer will promptly provide us with details of such incidents.

#### 10. FORCE MAJEURE:

Deliveries against the contracts may be suspended pending any contingencies beyond the Company's control and the Company shall not be liable for any loss or damage occasioned to be Customer thereby.

### 11. WARRANTY:

The Company warrants that the goods supplied will at the time of delivery correspond to the description given by the Company. Except where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1) all other warranties, conditions or terms relation to fitness for purpose, quality or condition of the goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

### 12. BREAKAGES, DAMAGES, WRONG ITEM OR SHORTAGES:

The Customer shall be deemed to have accepted the goods on delivery unless rejected because of breakages or damages in transit or wrong item delivered by the Company. For deliveries on Company vehicles these items may be agreed with the delivery driver, returned with the delivery driver and noted on the Despatch Note together with any shortages of goods. If inspection is not possible at the time of delivery and for deliveries by carrier any problems must be reported to the Company within 24 hours of delivery. The complete original packaging must be retained in all circumstances. Claims cannot be considered unless these conditions have been observed. Replacement items will be delivered as soon as possible.

#### 13. NON-DELIVERY:

In the event of non-arrival of goods, Customers must inform the Company within 10 days of the date of invoice, otherwise claims cannot be considered. The Company will not be responsible for any loss of business or profit or for any other consequential loss howsoever arising including delay or failure to deliver goods.

#### 14. STANDARD DELIVERY TERMS & CONDITIONS:

Delivery shall be made at the place specified on the invoice or as agreed between the Company and the Customer. The Company does not accept responsibility for delay in delivery and time shall not be of the essence, but the Company will use its best endeavours to comply with any agreed delivery date. In general, prices quoted include delivery to the Customer's premises. The Customer must inform the Company if delivery is required to another address. This may affect the price quoted. It is the responsibility of the Customer to inform the Company of any difficulties in delivering (e.g., narrow doorways, stairs, restricted access etc.). The Company cannot accept any responsibility for delivery problems resulting from the information supplied by the Customer.

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#### 15. RETURNS POLICY:

Goods are not supplied on a sale or return basis. Goods will only be accepted for return after delivery if they have been broken or damaged in transit, wrong item delivered or if notice of rejection is received by the Company within 7 days of delivery. Returns, which must be in the whole original packs, will only be accepted with the prior permission of the Company. Failure to do so will result in credit/refunds not being issued. The Company is not obliged to accept the return of goods wrongly ordered by the Customer. If the Company agrees to accept the return of such goods, they reserve the right to make a collection charge for goods wrongly ordered by the Customer. Without prejudice to the Company, we retain the right to refuse the return of items which have been delivered in accordance with the Terms and Conditions of sale. The Company will not accept the return of any items which are;

- 15.1. Not under warranty
- 15.2. Damaged by Customers
- 15.3. Opened, partly used or from which the seals have been removed or tampered with
- 15.4. Damaged by fire, water or smoke
- 15.5. Passed their guarantee, warranty or shelf-life period
- 15.6. Sterile goods
- 15.7. Delivered to the Customer more than 14 days earlier

GSL Terms & Conditions 2022 V2

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