

**Adept GRP Cabinets Ltd.**

Unit 4  
Heathfield Ind Est  
Thornhill Road  
Cwmgwilli.  
SA14 6PT

e-mail: salesp@adeptgrp.co.uk

**APPLICATION FOR A CREDIT FACILITY**

Items in this box are for office use only

Date Received \_\_\_\_\_

New Account  Change of Address  Close Account  Change of Title

**TO BE COMPLETED BY CUSTOMER**

Full Legal Title and Trading Name: \_\_\_\_\_

Sole Trader  Partnership  LLP

(please tick where appropriate)

Limited Company [ \_\_\_\_\_ ] Co Reg No PLC

Trading Address: \_\_\_\_\_

Name: \_\_\_\_\_

Street: \_\_\_\_\_

Town: \_\_\_\_\_

Country: \_\_\_\_\_

Post Code \_\_\_\_\_

Phone Number: \_\_\_\_\_

Registered Office Address:

Name: \_\_\_\_\_

Street: \_\_\_\_\_

Town: \_\_\_\_\_

Country: \_\_\_\_\_

Post Code \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Details Of Business**

Nature of Business: \_\_\_\_\_ Date Established \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Details of any other Companies/Business managed by the Principals of this application current or past:

Method Of Payment

Cheque

Direct Debit

BACS

Other

If other, please specify: \_\_\_\_\_

I/WE REQUEST YOU TO OPEN A CREDIT ACCOUNT IN THE NAME OF:

With a Proposed Credit Limit of: \_\_\_\_\_ per month

Agreed Credit Period: 30 (Thirty) days after month end of Invoice.

TRADE REFERENCES:

I/We authorise you to take up references at any time from the under mentioned bank and trade sources.

**NB: (We will make searches with a credit reference agency, which will keep a record of those searches and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.)**

1. Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Full Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Full Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Full Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BANK DETAILS:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Sort Code: \_\_\_\_\_ Account Number: \_\_\_\_\_

CONTACT FOR PAYMENT:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Tel No: \_\_\_\_\_ Fax No: \_\_\_\_\_

e-mail address: \_\_\_\_\_

**DETAILS OF OWNER/PARTNERS/DIRECTORS:**

I/We have read, understood and retained a copy of your Conditions of Sale (including the retention of title clause), which is available for viewing/download at adeptgrp.co.uk and agree to trade in accordance with these for any goods supplied.

I/We accept that title to all goods supplied to us will remain the property of Adept GRP Cabinets Ltd until payment is received in full.

I/We also agree to comply with your settlement terms (specified within your Conditions of Sale).

I/We understand that Adept Cabinets GRP Ltd have the statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 as amended by The Late Payment of Commercial Debts Regulations 2002, if settlement terms have not been adhered to.

|                              |       |           |           |       |
|------------------------------|-------|-----------|-----------|-------|
| 1. Name:                     | _____ | Signature | _____     |       |
| Home Address: _____<br>_____ |       |           |           |       |
| 2                            | Name: | _____     | Signature | _____ |
| Home Address: _____<br>_____ |       |           |           |       |
| 3                            | Name: | _____     | Signature | _____ |
| Home Address: _____<br>_____ |       |           |           |       |

**N.B. IF THE CUSTOMER IS A LIMITED LIABILITY COMPANY, THE CONTINUING GUARANTEE BELOW MUST BE SIGNED BY A DIRECTOR OF THE COMPANY.**

**To: Adept GRP Cabinets Ltd**

In consideration to you agreeing to grant credit facilities to the Company, I hereby unconditionally guarantee the due and punctual performance and observance by the Company of its obligations herein under your Conditions of Sale, which is available for viewing/download at adeptgrp.co.uk and agree to indemnify and keep you indemnified against any breach or non-observance thereof by the Company.

**Name:** .....

**Position:** .....

**Signature:** ..... **Date:** .....



## **TERMS AND CONDITIONS OF SALE**

1. These terms and conditions, together with any particulars set out in our Credit Application Form, supersede any terms and conditions proposed by the Buyer and may not be varied except with the written consent of Adept GRP Cabinets Ltd, hereinafter referred to as the "Seller."
2. The Seller shall not be liable for:
  - 2.1. Failure to perform any obligation hereunder if such failure was caused by circumstances beyond the Seller's control.
  - 2.2. Delay, however caused, in performing any obligation hereunder.
3. Each delivery shall be considered a separate transaction, and the failure of any one delivery shall not affect the due performance of the contract.
4. Claims for Damage, Loss, or Non-Delivery:
  - 4.1. All claims for damage to, or partial loss of goods in transit, must be submitted in writing to both the carrier and Seller within forty-eight (48) working hours of delivery.
  - 4.2. In the case of non-delivery of the whole consignment, claims must be submitted in writing to both the carrier and the Seller within five (5) days of receipt by the Buyer (or the Buyer's agent) of notification of despatch of the goods.
  - 4.3. In the absence of claims within the terms mentioned above, the goods shall be deemed to have been delivered in accordance with the contract.
5. All warranties and conditions, express and/or implied, statutory and otherwise as to the quality of the goods or their fitness for any purpose, are hereby excluded, and the Seller shall not be liable for any loss, injury, or damage arising directly or indirectly from the use, application, or storage of such goods. Without prejudice to the above, the Seller will be prepared to consider claims relating to the quality of the goods supplied provided that such claims are made in writing to the Seller within seven (7) days of receipt of the goods by the Buyer.

6. The Seller may, without prejudice to its other rights and remedies, terminate the contract if either there shall be any breach by the Buyer of any term or condition hereunder or the financial responsibility of the Buyer shall, in the opinion of the Seller, become impaired or unsatisfactory.

7. Where the Buyer has specified that the goods shall be of a certain color or size, such specifications shall be subject to reasonable commercial variation.

### **Risk and Property**

8.1. Risk of damage to or loss of the goods shall pass to the Buyer:

8.1.1. In the case of goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the goods are available for collection.

8.1.2. In the case of goods to be delivered otherwise than at the Seller's premises at the time of delivery or if the Buyer wrongfully fails to take delivery of the goods, the time when the Seller has tendered delivery of the goods.

8.2. Notwithstanding delivery and the passing of risk in the goods or any other provision of these Conditions, the property in the goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

8.3. Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent and bailee and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected, and insured and identified as the Seller's property, both shall be entitled to resell or use the goods in the ordinary course of its business.

8.4. Until such time as the property in the goods passes to the Buyer (and provided the goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller, and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.

8.5. The Buyer shall not be entitled to pledge or in any way to charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy to the Seller) forthwith become due and payable.

9. When goods are made or adapted by the Seller in accordance with the Buyer's specifications, the Buyer shall indemnify the Seller against all costs, claims, and expenses incurred by the Seller in respect of the infringement or alleged infringement by such goods of any patents, registered designs, trade marks, or other rights belonging to third parties.

10. Tools made for the manufacture of goods to be supplied to the Buyer shall remain the property of the Seller even though the Buyer may have been charged with a sum in respect of the cost of such tools.

11. We reserve the right to claim interest, compensation, and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998, and it is agreed that the term implied by that Act shall apply after any judgment as well as before. Any reference to the Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification, or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply, interest shall be payable on overdue amounts at 5% over the Bank of England Base Rate from time to time.

12. Without prejudice to our right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998, if for any reason any payment is not made when due, we reserve the right to be paid on an indemnity basis any costs we incur in recovering any money due under this contract (and the costs of recovering such costs), including our administrative costs and any costs incurred with lawyers or debt collection agencies. Our administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating our administrative costs, credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.

13. If proceedings are issued, a minimum contribution of £250.00 (in addition to the fixed costs of issue) will be claimed towards any costs incurred with lawyers.

14. The Construction, Validity, and Performance of this contract shall be governed by the internal law of England.

15. We reserve the right to change specification without prior notice.

16. Order Cancellation: Any Drawing produced for a subsequently canceled Order will be charged at £350.00 & VAT. All Drawings produced remain the intellectual property of Adept GRP Cabinets Ltd. Orders for standard cabinets are subject to a 10% cancellation fee.

Company Registration No. 13913258 | [www.adeptgrp.co.uk](http://www.adeptgrp.co.uk)

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