

Quasar Industrial Fasteners Account Application Form

Units 1-3 Guide Bridge Trading Estate, South Street, Ashton under Lyne OL7 0HU

Tel 0161 339 4445 Email: accounts@quasarltd.co.uk

NEW ACCOUNT APPLICATION COMPANY DETAILS

COMPANY NAME	
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LIMITED / PARTNERSHIP/ SOLE TRADER (delete as app)	COMPANY REG NO.
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CONTACT NAME ACCOUNTS DEPT

CONTACT NAME PURCHASE DEPT

INVOICE ADDRESS	REGISTERED ADDRESS
POST CODE	POSTCODE
TEL/NO	FAX/NO

DELIVERY ADDRESS (IF DIFFERENT FROM INVOICE ADDRESS)

POST CODE

TEL NO FAX NO

PARTNERSHIP/SOLE TRADER(IN CASE OF PARTNER FILL IN ALL DETAILS)

(1) NAME & ADDRESS	(2) NAME & ADDRESS
POST CODE	POST CODE
TEL/NO	TEL/NO

Email address for Invoices:

Email address for Statements:

Email address for Quotations:

Email address for mailing list:

(for price changes and the occasional special offers)

**TRADE REFERENCE 1
SUPPLIER DETAILS**

NAME & ADDRESS

TEL/NO

EMAIL:

CONTACT/NAME

**TRADE REFERENCE 2
SUPPLIER DETAILS**

NAME & ADDRESS

TEL/NO

EMAIL:

CONTACT/NAME

BANK DETAILS	A/C NO	
NAME & ADDRESS	SORT CODE	
	Agreement	
	1. All invoices are to be paid 30 days from the end of the month of invoicing unless prior agreement is arranged in writing.	
	2. Claims arising from invoices must be made within seven working days.	
	3. By submitting this application, you authorise Willenhall Fasteners Ltd to make inquiries into the references that you have supplied.	
	4. Orders are placed subject to our Conditions of Sale which are attached, please sign both documents and return	
ORDER/NO REQ YES / NO		
EST SPEND PER ANNUM £		
CREDIT LIMIT REQUESTED £		

AUTH SIGNATURE

DATE

NAME

TITLE

Director: N. Parr (Managing)

Registered Office: Frederick William Street, Willenhall WV13 1NE

Company Registration No 1621973 VAT Registration 650374252

Conditions of Sale

Version 1 – November 2022

1. Definitions

- (a) "the Seller" means either Willenhall Fasteners Limited or Willenhall Fasteners Limited T/a Quasar Industrial Fasteners entering into a contract as per Clause 1(b).
- (b) "the Customer" is any party entering into a contract with the Seller for the supply of goods, materials or equipment.
- (c) Delivery of goods shall be deemed to take place:
 - (i) where goods are delivered by the Seller's own transport, at the moment when the goods or materials are lifted from the delivery vehicle; or
 - (ii) where goods are delivered by other means of transport, at the moment when the goods or materials are loaded onto the vehicle used for such transport.
- (d) "Act of Insolvency": means:
 - (i) the Customer having any distress, execution or other insolvency process levied upon it; or
 - (ii) the Customer making, or offering to make, any arrangements or compromise with creditors, or committing any act of bankruptcy; or
 - (iii) the Customer having any petition or receiving order in bankruptcy presented or made against it.
 - (iv) the Customer having a receiver of its property or assets or any part of them appointed;

2. General

- (a) These Terms and Conditions apply to every contract between the Seller and any Customer and to all further contracts between the Seller and that Customer (until and unless the Seller notifies that Customer of revised Terms and Conditions).
- (b) No prior statements made by the Seller or the Customer, nor any correspondence between them, are incorporated into any such contract unless separately agreed in writing by the Seller.
- (c) No representation by or on behalf of the Seller by an employee or agent (including but not limited to advice or recommendations as to the quality or suitability for specific purposes of the Seller's goods) takes effect unless separately confirmed by the Seller in writing and the Customer agrees that it does not enter into any contract in reliance on such representations unless so confirmed.
- (d) The Customer acknowledges and accepts that the Seller may:
 - (i) make such changes to the specification of its goods as are required to comply with applicable safety or statutory requirements;
 - (ii) increase its prices after the contract is agreed to reflect any increase in the price it is charged by its suppliers for goods or materials.

- (e) Other than in accordance with these Terms and Conditions, no variation to any contract takes effect unless agreed in writing by the Seller.
- (f) Whilst every care is taken by the Seller in preparing quotations, no liability is accepted by the Seller for errors or omissions in quotations and in particular the Customer may not rely upon an error in price quotations where the Customer would reasonably have been aware that the price quoted was plainly incorrect.
- (g) No waiver by the Seller of any of these Terms and Conditions or forbearance to enforce any remedy it is entitled to shall prejudice any of the Seller's other rights and remedies or operate as a waiver of any other breach by the Customer under any contract with the Seller.
- (h) Should any of these Terms or Conditions be held to be invalid or unenforceable in whole or in part the validity and enforceability of the remaining part and of the other Terms and Conditions shall not be affected.
- (i) The Customer may not assign the benefit of any contract with the Seller without the written consent of the Seller.
- (j) Nothing in these Terms and Conditions shall confer any right upon a third party and the Customer agrees that the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded from any contract to which these terms and conditions apply.

3. Credit

- (a) Credit will be granted at the sole discretion of the Seller and subject to the Customer providing a fully-completed application form and to the Customer's references being taken up and reviewed as maybe necessary.
- (b) The provision of credit by the Seller to the Customer is subject to the Customer's compliance with Clause 4(a) and may be withdrawn by the Seller at any time and at the Seller's sole discretion.
- (c) Credit accounts will be reviewed periodically and accounts that have not traded for 6 months may have credit suspended or withdrawn.
- (d) If credit is withdrawn for any reason the Seller shall be entitled to any or all of the remedies under Clause 4(d).

4. Payment

- (a) All invoices are due for payment within 30 days of the end of month or as may be agreed with the Customer and time of payments shall be of the essence of the contract, all prices are exclusive of VAT and the Customer must pay such tax at the same time as payment for goods.

- (b) Where goods are sold by instalments each instalment shall be invoiced and paid for separately.
- (c) If for any reason whatsoever payment is not made when due the Seller shall be entitled to:
 - (i) charge interest and fees in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
 - (ii) cancel or suspend any contract with the Customer;
 - (iii) require the Customer to pay any other sums due to the Seller immediately;
 - (iv) enter into the premises of the Customer and repossess and remove all of its goods that remain its property under Clause 7, including such goods as have been installed but for which title has not yet passed under Clause 7(b).
- (d) The Customer agrees that it shall not be entitled to withhold payment by reason of:
 - (i) retention;
 - (ii) set-off or counterclaim in respect of any claim disputed by the Seller.
- (e) The Customer agrees to indemnify the Seller in respect of the full amount of any fees costs disbursements or expenses incurred (including court fees and the reasonable cost of legal representation) arising from overdue payment by the Customer or any other breach by the Customer of these terms and conditions.

5. Termination or Suspension

- (a) Without prejudice to any of its other rights the Seller may terminate the contract or suspend further deliveries to the Customer in the event of:
 - (i) the Customer failing to make due payment in accordance with Clause 4(a) for any goods or
 - (ii) any act of Insolvency relating to the Customer; or
 - (iii) the Seller receiving any information indicating that the Customer is or may become unable to pay its debts.
- (b) In the event the contract is terminated under clause 5(a) the Seller shall be entitled to any or all of the remedies under clause 4(c).
- (c) The Seller reserves the right to withhold performance of any of its obligations under the contract if in its sole opinion the Customer's credit status becomes unsatisfactory.

6. Delivery and Storage

- (a) Any date or time quoted for delivery is given as an estimate only and the Seller shall:
 - (i) not be liable for any loss or damage howsoever arising by any matter beyond its reasonable control from failure to deliver on or by such stated date or at such stated time;
 - (ii) if found liable for loss or damage arising from failure to deliver on such stated date or at such stated time shall be liable only for loss limited to the excess (if any) over the price of the goods of the cost to the Customer of similar goods in the cheapest available market.
- (b) If the Customer causes the delivery of goods or any part thereof to be delayed beyond the time when they would otherwise have been delivered or does not

make available a person authorised to sign for a delivery such goods shall be removed to the Seller's premises or other storage facility and stored by the Seller at the sole risk and expense of the Customer.

- (c) The Customer agrees that any failure of the Seller to make any delivery shall not entitle the Customer to cancel or suspend any subsequent or other delivery or contract.
- (d) The Seller shall not be obliged to supply a test certificate unless so requested by the Customer a reasonable time in advance of delivery, and the Seller shall be entitled to charge a reasonable fee for such certificates.

7. Passing of Risk and Retention of Title

- (a) Risk in goods supplied passes to the Customer upon delivery by the Seller as defined at clause 1(c);
- (b) Notwithstanding the provisions of Clause 7(a) as to the passing of risk, goods supplied by the Seller shall remain its sole property until the Customer has paid in full the agreed price and all other sums due from the Customer to the Seller whether under this Contract or otherwise (including any interest due). Notwithstanding such retention of title, the Seller shall be entitled to maintain an action for the price of the goods as soon as payment falls due.
- (c) The Customer acknowledges that it is in possession of such goods as bailee for the Seller until the sums due in clause 7(b) have been paid in full or the goods have been incorporated or resold in the ordinary course of the Customer's business and shall:
 - (i) insure such goods to their full market value;
 - (ii) store or otherwise identify such goods as to show that they retain the property of the Seller;
 - (iii) not mortgage, charge or otherwise encumber or dispose of the goods (other than by selling them or incorporating them in the usual course of business) without the written permission of the Seller.
- (d) Where before payment in full of the sums due in clause 7(b) the Customer incorporates or resells such goods or goods are installed by the Customer, it shall keep the proceeds of any sale in a non-overdrawn account and hold such proceeds on trust for the Seller as fiduciary.
- (e) The Customer agrees that if the Seller invokes its right to repossession of its goods under clause 4(c)(iv) the Seller shall not be liable for any damage or injury reasonably done in the course of so doing to any other property owned by or in possession of the Customer to which the Seller's goods have been attached or in which they have been incorporated.

8. Returns

- (a) Returns for credit of goods supplied in accordance with the Customer's order is at the sole discretion of the Seller.

- (b) Return of goods is subject to a restocking charge of 25% of the cancelled order value (except where the restocking fee is less than £10.00) and is payable by the Customer in accordance with Clause 4(a) and subject to any or all the remedies under Clause 4(c).
- (c) Cancellation of non-stocked lines by the Customer before delivery shall not be accepted, unless agreed to in writing by the Seller and in the event of such a cancellation being accepted, the customer shall reimburse the Seller in full for any expenditure and costs incurred including any restocking fee charged by the Seller's supplier.

9. Claims

- (a) No claim for defect, damage in transit, short delivery or any other deficiency may be made unless:
 - (i) such deficiency is notified in writing within 3 days of delivery or, for claims for non-delivery, within 7 days of notification of consignment: and
 - (ii) the Seller is permitted to verify the same within 7 days of notification of the claim.
- (b) In the absence of any such notification within the specified periods the Customer shall be deemed to have accepted the goods.
- (c) The Customer agrees that if it uses or consumes any part of a delivery it is deemed to have accepted that delivery and to have waived any claim or right to claim against the Seller in respect of it.
- (d) Where goods are notified to the Seller as defective the Customer must return them to the Seller if requested; the cost of such return must be paid by the Customer in the first instance and will be credited to the Customer by the Seller if the Seller accepts liability under clause 10(b).

10. Warranties and Liability

- (a) The Seller warrants that goods will correspond to their specifications as at the time of confirmation of order.
- (b) The Seller will replace, re-work or give credit to the Customer for any goods which do not comply with the warranty at clause 10(a) and which are accepted by the Seller for replacement, re-work, or credit.
- (c) Other than as set out in clause 10(a) or as expressly confirmed in writing by the Seller:
 - (i) no warranty condition or representation express or implied as to description, quality or suitability of any goods hereby sold is given by the Seller or deemed to have been given or implied and (to the extent

permitted by statute) any statutory or other warranty condition or representation whether express or implied is hereby excluded.

(ii) the Seller accepts no liability whatsoever for any loss or damage whether consequential or direct and whether suffered by or occasioned to the Customer the employees or agents of the Customer or a third party which may arise after the delivery or installation of the goods.

(iii) If materials, goods, or equipment supplied under the contract are supplied by a third party subject to that third party's warranty, the Seller shall use its best endeavours to obtain the benefit of any such warranty for the Customer but otherwise its best endeavours to obtain the benefit of any such warranty for the Customer but otherwise accepts no liability in respect of such materials, goods, or equipment.

(iv) If materials, goods, or equipment are supplied for a specific purpose of the Customer, no warranty is given by the Seller as to fitness for such purpose irrespective of knowledge of it.

11. Force Majeure

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, military or usurped power, act of God, force majeure, epidemic or any other matter or occurrence beyond the control of the Seller or the failure on the Part of the Customer to make due and timely supply of all materials and/or data and specifications as may be required and agreed as terms of the acceptance of any order by the Seller, the Seller shall be relieved of all liabilities incurred under the contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by the Statute Rules regulations Orders or Requisitions issued by any Government Department Council or other duly constituted authority or from strikes, lock-outs or other withdrawal of labour force, breakdown of plant or any other causes (whether or not of a like nature) beyond the Seller's control.

12. Law and Jurisdiction

- (a) The contract is deemed to be made under and in accordance with English law.
- (b) Any dispute under the contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales

I accept the terms and conditions listed above on behalf of: Company name: _____

Signed: _____

Print Name: _____

Position: _____

Date: _____