



CREDIT APPLICATION FORM
Carver (Wolverhampton) Limited
Little Lane, Wolverhampton, WV1 1JY
Tel : 01902 577000 Fax : 01902 577001

Please complete all details

1. Full Name and Trading Address

Post Code _____
Tele _____ Fax _____
Mob _____ E-mail _____

2. Are you A Limited Company
 A Partnership
 A Sole Trader

3. Registered Office if Limited Company

Company Registration No. _____

4. If a Limited Company, list full name of all Directors.
If NOT Limited, give full names and home address of
proprietors/ partners.

5. Name of Parent/ Holding Co.

6. Type of Trade/Occupation

7. How long have you been in business _____

8. Name of Sales Contact _____

9. Name of Accounts Contact _____

10. Name of Carver Contact _____

11. In the interest of security we would prefer our customers to
provide written orders. Please indicate your requirements
by ticking a box.

(i) Written orders to be provided

(ii) Order numbers to be provided

Estimated monthly credit required £ _____

BANK DETAILS

Bank _____

Account _____ Sort Code _____

TRADE REF (1)

Address _____

Tel. No. _____

TRADE REF (2)

Address _____

Tel. No. _____

TRADE REF (3)

Address _____

Tel. No. _____

Have you or your employees traded with us under any other
name. Give details :

I/we wish to open a monthly credit account and wish to submit
this form for your consideration. You are authorized to apply
for any references required. In the event of credit facilities being
granted, I understand that :

i) Monthly accounts are payable on or before the last
day of the month following month of delivery.

ii) Credit facilities can be withdrawn at the discretion of
CARVER (W'TON) LTD.

iii) I have read and agree to abide by your standard
conditions of business.

iv) I confirm that I am duly authorized to sign for and on
behalf of the Applicant.

Signed _____

Position _____

Date _____

THIS APPLICATION MUST BE ACCOMPANIED BY YOUR LETTER HEADING

Conditions of Sale

ACCEPTANCE. Quotations are made and goods supplied on the basis of the following Conditions which shall be deemed to be incorporated in every contract made pursuant to such quotation or order for the supply of goods.

1. GENERAL. (a) These terms and conditions shall apply to all trading between us and the customer. Acceptance by us of your order is conditional upon acceptance by you of the following conditions which override all other terms or conditions inconsistent therewith, express, implied or otherwise.
(b) Any variation of these conditions shall only be binding if agreed by a director in writing. Any stipulation of conditions on a customer's order form shall be deemed to be inapplicable to any order placed with us unless expressly agreed to by a director in writing when acknowledging the order in question.
2. QUOTATIONS. Quotations may be withdrawn at any time before receipt of the customer's acceptance and shall be deemed to be withdrawn if acceptance is not received within thirty days from the date of quotation.
3. FORCE MAJEURE. Deliveries may be totally or partially suspended by the Company during any period in which the Company may be prevented or hindered from manufacturing, supplying or delivering the goods as a result of acts of God, fire, accidents, war, strikes, lock-outs or other contingencies beyond the Company's control whether of the same nature as the foregoing or not. Any goods the delivery of which has been so totally or partially suspended shall be accepted by the Buyer at the rate of delivery specified in the order but commencing as soon as the Company is no longer prevented or hindered from manufacturing supplying and delivering the goods.
4. DEFECTIVE GOODS. Except in the case of a person trading or dealing with us as a Consumer as defined by the provisions of the Unfair Contract Terms Act 1977, any goods supplied will be replaced or repaired free of charge or in our absolute discretion the purchase price refunded if we are satisfied that they were defective in material or workmanship upon delivery and provided notice of the defect is given to us within fourteen days of delivery and the goods are returned to our works carriage paid provided that we accept no liability in regard to the cost of taking out, refixing or making good other materials.

The above obligation is undertaken in lieu of all terms, conditions or warranties express or implied whether of Statute or otherwise which are hereby expressly excluded and no liability is accepted by us for loss or damage of any kind direct or indirect whether arising by reason of our negligence or otherwise.

Without prejudice to the foregoing in so far as any manufacturer limits its liability in respect of such goods or of any consequential liability in connection therewith the same limitation (a copy of which will be provided on request) shall apply to our liability on the sale by us of such goods and shall be accepted by you in lieu of all other conditions or warranties express or implied, statutory or otherwise, which are hereby expressly excluded.

Our total liability hereunder for all and any loss arising whether directly or indirectly from whatever reason shall be limited to the contract price for the goods.

5. TITLE AND RISK. (a) The goods shall be at risk of the customer as from the time when they are ready for delivery. (b) The property in the goods shall not pass to the customer but shall remain vested in us until all sums owing from the customer to us on whatsoever grounds shall have been paid and until such time the customer shall hold the goods on trust for us. Such sums shall not be treated as paid until all cheques, bills or other instruments of payment given to us by the customer have been met or honoured in accordance with their terms. (c) The customer shall if so required store, mark or designate all goods referred to in sub-clause (b) hereof so as clearly to show that they are our property. (d) If the customer shall default in the punctual payment of any such sums due to us we shall be entitled to enter any premises in the occupation of the customer or to which he had access and where the goods may then be situated. (e) The customer shall not pledge or allow any lien or charge to arise over the goods or the documents of title thereto and shall not deal with them otherwise than in the ordinary course of the customer's business. (f) In the event of any sale or disposition of the goods by the customer the customer shall hold on trust for us (i) if the goods have not been mixed with or incorporated in or attached to other goods or land or buildings, the whole of the proceeds of the sale or disposition. (ii) If the goods have been mixed with or incorporated in other goods or have become attached to land or buildings, so much of the proceeds of sale as is equal to the price of the goods under this agreement.
 6. DELIVERY. (a) Delivery dates are estimates only and the time of delivery shall not be of the essence of the contract. We shall not in any event be liable to compensate the customer in damages or otherwise for any non-delivery or late delivery of goods or for any loss consequential or otherwise arising therefrom. (b) We do not undertake to deliver or collect any load over road or ground which in our discretion we consider to be unsuitable. If a vehicle used for performing our contract with any customer deliveries or collects a load to or from a place situated off the public highway the customer is to be solely responsible for any damage or accident and is to indemnify us fully in respect thereof. (c) If the customer wishes to claim that there is any shortage on delivery of any goods delivered or that the same have been damaged in transit he shall give notice in writing to us and to any railway or other carrier by whom the goods were delivered within three days after the delivery is made, failing which the goods shall be deemed to have been delivered undamaged and in accordance with the delivery documents. (d) Unless otherwise expressly agreed in writing our prices only cover delivery and working on normal working days and during normal working hours. All deliveries made or work done at the customer's request on Bank holidays, Sunday and Saturday and outside normal working hours, will be subject to extra charges. (e) In the event of any goods or any packing or container being delivered and deposited whether on the public highway or elsewhere the customer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection of persons or property in relation to such goods packing or container and shall indemnify us in respect of all or any costs claims losses or expenses which we may incur as a result of such delivery.
 7. INSPECTION OF GOODS. The customer shall inspect the Goods immediately on delivery thereof and shall within fourteen days from such delivery give notice to us of any matter or thing by reason whereof the customer may allege that the Goods are not in accordance with the order. If the customer shall fail to give such notice the Goods shall be deemed to be in all respects in accordance with the contract and the customer shall be deemed to have accepted the Goods accordingly.
 8. REPRESENTATIONS. Except in the case of a person trading or dealing with us as a Consumer as defined by the provisions of the Unfair Contract Terms Act 1977 (a) The customer is responsible for the suitability of the goods or materials ordered. (b) The Goods are supplied by us on the basis that they conform to the written terms and to any description contained in this document. No other representations, terms, conditions or variations of any sort whatsoever whether written or oral alleged to have been made or entered into by us or any servant or agent of ours shall be of any force or effect.
 9. PAYMENT. (a) Unless the sale is for cash or other credit terms have been expressly agreed all accounts are due for payment on the last day of the month following that in which goods are delivered (b) We reserve the right to refuse to execute any order or contract if the arrangements for payment or the customer's credit are not satisfactory to us. In the case of non-payment of any account when due or in case there shall be any fault or refusal on the part of the customer to take due delivery of any goods or materials or in the case of death, incapacity, bankruptcy or insolvency of the customer or when the customer is a limited company in the case of liquidation or the appointment of a Receiver, then the purchase price of all goods and/or work invoiced and/ or delivered by us to the customer to date shall immediately become due and payable from the customer to us and in addition we are to have the right to cancel every contract made with the customer or to suspend or continue delivery of goods and materials at our option without prejudice to our right to recover any loss sustained. Interest at the rate of 5% per annum above Bank base rate shall be payable in respect of all sums outstanding (c) The customer shall not be entitled to withhold payment of any amount payable under the agreement to us by reason of any dispute or claim by the customer in connection with the agreement nor shall the customer be entitled to set off against any amount payable under the agreement to us any amount which is not then due and payable by us or for which we dispute liability.
 10. PRICE. (a) Our quotations and prices are based on costs prevailing at the time when they are given or agreed. We shall be entitled to adjust the price of goods as at the time of delivery by such amount as may be necessary to cover any increase sustained by us after the date of the quotation or order in any direct or indirect costs of making, obtaining, handling or supplying the goods. (b) Our quotations are based on prices applicable to the quantities specified. In the event of orders being placed for lesser quantities we shall be entitled to adjust the price of goods as ordered to take account of the variation in quantity.
 11. SAMPLES. Except in the case of a person trading or dealing with us as a Consumer as defined by the provisions of the Unfair Contract Terms Act 1977 samples submitted and illustrations in catalogues and trade literature must be accepted as showing type class and general character only without warranty or guarantee as to substance, performance, colour, size, thickness or shape.
 12. RETURNS. Goods ordered as specials from manufacturers (not stock items) cannot be returned for credit under any circumstances. Stock items which are to be returned for credit must be returned within 30 days of purchase in good condition and a 10% handling charge will be made. Goods cannot be returned by our transport unless the necessary collection note has been issued and a collection charge will be levied of at least £25.00 plus VAT.
- Where the Company orders goods from a manufacturer to be made to the Customer's own specifications the Customer will be liable to recompense the Company for the cost of such goods if through no fault on the part of the Company the goods are no longer required by the Customer due to incorrect specifications being given by the Customer to the Company or any other cause.

13. VALUE ADDED TAX. All quotations and offer prices are exclusive of Value Added Tax. V.A.T will be added to all invoices at the rate applying at the appropriate tax point.