



R · W · **SALT**  
COMMUNICATIONS LTD

**Credit Account Application Form**

Trading Title

Invoice Address inc Postcode

Delivery Address if different

Main Sales Contact -----	Snr Manager .....
Telephone .....	Fax .....
E Mail .....	Co Reg No: .....
VAT Reg No: .....	Trading Since / Incorporation .....

Type of Business (Underline / Highlight As Applicable)

<b>Private Ltd Co</b>	<b>Public Ltd Co</b>	<b>Partnership</b>	<b>Sole Trader</b>	<b>L.L.P</b>
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If sole trader or partnership please provide proprietors names and home addresses.  
If Ltd company please provide directors names and home addresses

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.....	.....
.....	.....
.....	.....
.....	.....

Bank Name & Address inc Branch Name & Postcode

Account No: .....

Sort Code: .....

Accounts Contact

.....

Telephone Number

.....

E Mail

.....

Trade Reference 1 – inc Contact name & Tel Number

Trade Reference 2 – inc Contact name & Tel Number

Signed	Date
.....	.....
Print	Position
.....	.....

## **TRADING TERMS & CONDITIONS OF CONTRACT OF SALE:**

Within these trading terms and conditions of contract of sale the 'Company or Seller' shall at all times be a reference to R W Salt Communications Ltd., and the 'Purchaser or Buyer' shall at all times be a reference to the person, persons or body incorporated or unincorporated who enters into a contract with the Company.

### **PURCHASE ORDERS:**

All orders should be in writing, and an order number must be provided. The Company in processing verbal orders will accept no responsibility for errors.

### **PRICES:**

Prices charged are those ruling at the time of invoicing/despatch. Prices quoted in the catalogue, price lists etc., were current at the time of printing and are subject to change by the manufacturers or suppliers without prior notice. All prices are Trade Price plus VAT at the current rate.

### **CARRIAGE CHARGES**

All orders of less than £100.00 nett will incur a carriage charge of £10.00 plus VAT. Orders in excess of £100.00 nett will incur a charge of £6.50 plus VAT. Third party delivery will be charged at £18.00 plus VAT. Special / timed and Saturday deliveries will be charged at the appropriate rates, please ask about this when ordering.

### **RETURNS:**

Any goods returned as incorrectly ordered or not required are subject to a minimum handling charge of 20% of the invoice price. Items returned as the wrong part will not be accepted. Any items returned for credit must be in the original box/packaging, undamaged and in good condition, otherwise no claims for credit can be entertained. No returns can be accepted without prior authorisation.

### **RETENTION OF TITLE/OWNERSHIP:**

- a) The Company shall retain title to all goods supplied to, and in the possession of, the Purchaser, its Agent or associated company with regard to all monies owed by the Purchaser to the Company, and payment in respect of any particular delivery shall not affect the Company's right to Retention of Title.
- b) In the event that after receipt of goods from the Company the Purchaser amalgamates or merges such goods with other goods, and the Company's goods are identifiable and capable of severance sub clause a) hereof shall have effect.
- c) The Purchaser shall if required in writing by the Company within 48 hours of such notification open a separate designated bank account into which the Purchaser shall forthwith pay all proceeds from the sale on in the normal course of business of the goods received from the Company and the Purchaser shall supply all details of such transactions to the Company as the Company shall require at such intervals as the Company shall request.
- d) Without limitation of its rights the Company may recover the products or the Goods, rescind the above Assignment and directly collect monies to be paid from third party debtors in case of **(1)** dishonour of the Purchasers cheque or note. **(2)** commencement of bankruptcy or liquidation of a company or reorganisation proceedings in respect of the purchaser **(3)** the Purchasers contractual payments owed to the Company being overdue by more than 15 days **(4)** failure by the Purchaser to comply with other contractual obligations.
- e) The Company shall have the right at any time to obtain information from the Purchaser to inspection of the Purchasers business records and to the making of photocopies insofar as is necessary to determine the Company's rights under this agreement.
- f) After delivery of the goods to the Purchaser and pending payment thereof the Purchaser shall hold the goods as bailee for the Seller and notwithstanding that the property in the goods has been passed to him they shall be at the Purchaser's risk and the Seller shall always be entitled to call for their return or payment thereof, notwithstanding their loss or destruction. These terms shall apply whether or not the goods in question have been installed at the premises of a third party. In the event of non-payment the Purchaser shall agree at his risk for a representative of the Sellers Company to be allowed access at all times to recover the goods sold.

### **DELIVERY, SHORTAGES OR NON-DELIVERIES:**

All orders are normally sent by letter post or carrier. We reserve the right to charge handling on certain lines or orders. Claims for shortages must be made in writing within 7 days from date of receipt, otherwise no responsibility can be accepted.

### **DEFECTIVE, FAULTY OR DAMAGED GOODS:**

Notice of any faulty, defective or damaged goods must be made in writing within 7 days of receipt or delivery, otherwise no responsibility can be accepted. Any claims in respect of defective goods will be the sole responsibility of the manufacturers, and in any event should always be limited to the original contract price, and not for any losses howsoever incurred over and above the original contract price.

### **FORCE MAJEURE**

The company cannot be held liable for any failure / delay of its obligations caused by circumstances beyond its control including but not limited to acts of god, accident, explosion, fire, transport delays, strikes and any other industrial disputes or compliance with government laws, regulations or orders.

### **GUARANTEES:**

All goods and items supplied are guaranteed by the original manufacturer and not by R W Salt Communications Ltd. Any claims under guarantee should be directed to the original manufacturer unless otherwise stated. R W Salt Communications Ltd., will provide addresses and warranty details where necessary to enable under-guarantee claims to be made.

**CREDIT ACCOUNTS:**

All monthly credit accounts are due for payment on or before 25<sup>th</sup> of month following date of invoice. Any overdue accounts will be automatically be placed on stop and no further orders will be processed until all the outstanding invoices are paid and the account is brought up to date. The company reserves the right to remove / amend credit facilities based on payment performance and/or annual credit account review.

**SETTLEMENT DISCOUNTS:**

A 2.5% discount is automatically shown on your invoice, this can only be taken if we are in receipt of your payment within 14 days from the date of invoice. Please do not recalculate the VAT, as the calculation is correct.

**INTEREST CHARGES:**

We will exercise our statutory right to claim interest (at 8% over the Bank of England Base Rate) and compensation for debt recovery costs under the Late Payment Legislation, if we are not paid according to our agreed credit terms.

**DEBT RECOVERY COSTS/COLLECTION FEES:**

The company reserves the right to issue legal proceedings to recover any unpaid balances. Any additional costs incurred by the will be added to the outstanding balance due and are payable by the purchaser. All indemnity costs incurred by the Company shall be recoverable from the Purchaser.

**UK DATA PROTECTION ACT 1998 / REPUBLIC OF IRELAND DATA PROTECTION ACTS 1988 AND 2003 ("THE ACTS") – INFORMATION NOTICE**

Words shown in italics have the meaning given by the Acts. *Data* relating to you as an individual or to individuals within your organisation ("*personal data*") may be *processed* by us as *data controllers* for the purpose of carrying out our business and will be held securely in confidence. We may disclose your *personal data* to third parties such as insurers, credit insurers, credit reference agencies and other carefully selected parties, who may *process* your *personal data* as *data controllers* for the purpose of carrying out insurance, risk assessments, credit management and other associated activities. We may also receive *personal data* on you from such third parties. Your *personal data* may be *processed* within or outside the European Economic Area, but always in strict compliance with the Acts. We or such third parties may contact you with details of other products in writing, electronically, by telephone or by other means. By providing us with your *personal data*, you consent to our *processing* of such *data* as described by this notice.

You have the right of access to your *personal data* we hold on you, and you have the rights to rectify such *data* if inaccurate or *processed* unfairly. If you wish to exercise these rights, please write to us with details of your request. For more information on your rights or definitions used in this notice, please see the UK Information Commissioner's website at [www.ico.gov.uk](http://www.ico.gov.uk) or the Irish Data Protection Commissioner's website at [www.dataprotection.ie](http://www.dataprotection.ie).

This Contract is governed by English Law only  
E & O Excepted

<b>I / We agree to adhere to the trading terms and conditions as set out above and give permission for R W Salt Communications Ltd to contact our bank / trade references and to carry out relevant checks required to grant / review credit facilities.</b>	
<b>Signed:</b> _____	<b>Date:</b> _____
<b>Name:</b> _____	<b>Position:</b> _____



**RW Salt Communications Ltd**

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**R · W · SALT**  
COMMUNICATIONS LTD

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