



CASH ACCOUNT FORM

Sole Trader Partnership Limited Company LLP Other: _____

BUSINESS DETAILS

COMPANY NAME:

TRADING NAME (IF DIFFERENT):

TRADING ADDRESS:

POST CODE:

DATE ESTABLISHED:

COMPANY REGISTRATION NUMBER:

VAT REGISTRATION NUMBER:

CONTACT NAME:

CONTACT NUMBER:

CONTACT EMAIL:

This is a cash account.

Sealant Supplies Limited will review your application and be in contact with you in due course. Goods are supplied strictly upon the Company's terms & conditions of sale which are set over leaf. PLEASE SEND TO sales@sealantsupplies.co.uk OR via post to our head office: 154 Rainham Road, Rainham, Essex, RM13 7SA – Please call 01708 525866 for assistance.

Please sign back page.

APPLICATOR TRADE ACCOUNT TERMS AND CONDITIONS

In these trade account terms and conditions, "we" or "us" means Sealant Supplies Limited; "you" or "your" means the person, firm or company named on the trade account application form; and "our" or "your" shall be construed accordingly. This is an agreement between us and you to provide an Account which you can use to make purchases from Sealant Supplies Limited. You will be deemed to have consented to these terms by your use of the Account. This is a cash account, payment before goods are dispatched.

1. We will from time to time change the credit limit for the Account and tell you what it is. This may be done verbally or by specific letter or by virtue of the statement which will reflect a change to the limit offered.
2. You will supply a relevant purchase order reference with every order, and we retain the right to withhold delivery until such validation has been received.
3. You agree and acknowledge that we shall be under no obligation to include any purchase order number(s) from you on our invoices, unless otherwise agreed.
4. Any invoice query must be submitted in writing within 7 days from the date of invoice otherwise the invoice shall be deemed to be accepted by you.
5. You will be given a receipt for any Account purchases at the time of purchase via email, to the address listed on your account. If you require us to issue you with copy invoice(s) and statement(s) contact us. Please keep these receipts for your records.
6. You will be sent an invoice for each purchase and, unless we otherwise agree with you in writing, payment must be made prior to dispatch of the goods. Any payment to us must be in Pounds Sterling by way of direct debit, cheque, BACS, Faster Payments, Via credit or Debit card or CHAPS or as otherwise notified by us to you.
7. If you present a cheque, credit or debit card payment or Direct Debit that is dishonoured or fails, we may hold back goods, or seek legal advice.
8. The Customer shall indemnify the Company, against all costs (including legal costs) and expenses incurred by the Company in recovering amounts due from the Customer, or exercising its rights including any administration fee incurred if the Company refers a late/non payment dispute to its lawyers or collection agents.
9. Even if we have provided you with credit previously we reserve the right to refuse to complete any order if payment of the account or your credit rating is not satisfactory to us.
10. If the organisation in whose name the Sealant Supplies Limited Account will be held is (a) a company, and you are a director of the company, or (b) an LLP and you are a member of that LLP, you will personally guarantee the performance of all of that organisation's current and future financial obligations to Sealant Supplies Limited (including any subsequent increase(s) in the credit facility extended to that organisation).
11. You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have. We shall be entitled at all times to set off any debt or claim which we may have against you against any sums due from us to you.
12. The goods shall be at your risk. Upon delivery the goods will be the responsibility of the Account holder. Use, storage, or any other function of the goods will be the responsibility of the Account holder. In spite of delivery having been made, ownership (also known as "title") in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you. Until title in the goods passes from us, you shall;
 - a. not be entitled to use the goods;
 - b. safely hold the goods for us;
 - c. return the goods to us immediately if we ask you to; and (iv) be liable to us for any loss, damage or destruction of the goods. In addition, until title in the goods passes from us to you, you shall store the goods at your own cost separately from other goods in your possession and marked in such a way that they are clearly identified as our property and grants, and in the case of third parties shall produce, the company and its agents and employees an irrevocable licence at any time to access and enter any premises where the goods are, or may be stored, to inspect, repossess and remove them.
13. The format of our invoice and statements are sent automatically upon order. You will be sent, unless otherwise agreed, weekly statements showing details of all purchases which have been charged to the Account on a 30-day payment term.
14. We shall not (to the fullest extent permitted by law) be liable to you under this agreement (including if we are unable to comply with our obligations due to any event beyond our reasonable control).

15. We may send you any notice at the address specified on your application form, any trading address you may have from time to time, or at any other address you notify to us in writing and you must tell us if you change your address.
Our contact details are: 154 Rainham Road, Rainham, Essex, RM13 7SA or any other address we may notify to you in writing. Any notices must be given by first class post and will be regarded as served 2 days after the date of posting. If we relax any of these terms, this may be just a temporary measure or a special case, and we may strictly enforce the term(s) again at any time.
16. We may vary these terms on giving you 30 days' written notice, and no other variations shall be valid unless agreed in writing by us and you.
17. We will use any personal information you provide in accordance with the Data Protection Act 1998 for the purpose of assessing the level of credit we can provide to you and as otherwise permitted by law (the "Purpose"). We may share details with credit reference agencies and other organisations for these purposes and for the purposes of updating such organisations with your payment performance information. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud or money laundering. Law Enforcement agencies may access and use this information.
18. This agreement shall be governed by and construed in accordance with the law of England and Wales and all disputes arising in connection with the Contract shall be submitted to the non-exclusive jurisdiction of the English Courts. If the Customer is domiciled in Scotland (according to the Civil Jurisdiction and Judgments Act 1982) or Goods are delivered to the Customer in Scotland, the Company may elect that the Contract shall be governed by and construed in accordance with Scottish law and/or all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the Scottish Courts.

Signed

Position

Date