



# harris slate & stone (uk) limited

Natural Roofing Slates · Fibre Cement Products · STRATA Natural Stone

## APPLICATION FOR CREDIT

FULL NAME OF APPLICANT AND COMPANY (Letterhead to be attached)

REGISTERED OFFICE, CO. REG. NUMBER & DATE ESTABLISHED

INVOICE ADDRESS (if different)

NAME & ADDRESS OF PARTNERS/DIRECTORS/PROPRIETORS (where applicable)

1.

2.

3.

REFEREES: TWO TRADE REFERENCES

BANKERS REFERENCE

NAME:

NAME:

NAME:

ADDRESS:

ADDRESS:

ADDRESS:

TELEPHONE:

TELEPHONE:

ACCOUNT NO:

CREDIT REQUESTED £

ORDER No. NEEDED?

I AM/WE ARE AWARE THAT THIS IS AN APPLICATION FOR A MONTHLY ACCOUNT, SETTLEMENT OF WHICH IS DUE 28 DAYS FROM THE END OF THE MONTH FOLLOWING THE DATE OF INVOICE. I/WE BELIEVE THE ABOVE INFORMATION TO BE CORRECT TO THE BEST OF MY/OUR KNOWLEDGE. I/WE ACKNOWLEDGE THAT ALL ORDERS PLACED ARE SUBJECT TO HARRIS SLATE & STONE (UK) LTD. TERMS OF TRADING (PRINTED OVER-LEAF) AND THAT PAYMENT IS DUE 28 DAYS FROM THE END OF MONTH FOLLOWING THE INVOICE DATE.

SIGNED:

PLEASE PRINT NAME:

DATE:

POSITION IN COMPANY:

HEAD OFFICE: Alltynap Road, Johnstown, Carmarthen, Carms., SA31 3QX , Tel: (01267) 233824/233828, Fax: (01267) 233496



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Tel: (01773) 539820  
Fax: (01773) 765478

Gas Works Lane,  
Machynlleth,  
Powys,  
SY20 8BY  
Tel: (01654) 702930/702939  
Fax: (01654) 703111

Units 2/4/5,  
Firsdale Industrial Estate,  
Nangreaves Street, Leigh,  
Lancs., WN7 4TN  
Tel: (01942) 607800  
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e-mail: sales@harris-strata.co.uk www.harrisslate.com  
Registered In England & Wales No. 3835770

# **TERMS OF TRADING**

Harris Slate & Stone (UK) Limited ("The Seller") is only willing to supply products under these trading terms or under these trading terms with variations agreed by the seller in writing.

## **1. INTERPRETATION**

In these conditions the following terms have the following meanings:

- 1.1 "Acknowledgement of Order" means a document issued by the Seller in acknowledgement of an order.
- 1.2 "Buyer" means the person who places an Order for the purchase of Goods with the Seller which Order is accepted by the Seller.
- 1.3 "Condition(s)" means the standard terms of trading set out herein and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Seller.
- 1.4 "Contract" means the contract for the purchase and sale of the Goods created in accordance with Condition 2.2.
- 1.5 "Goods" means the goods (including any installment of the goods or any part thereof) which the Seller is to supply in accordance with these Conditions.
- 1.6 "Order" means an order for the supply of Goods placed by the Buyer with the Seller.
- 1.7 "Seller" means Harris Slate & Stone (UK) Limited a company registered under number 3835770.

## **2. APPLICATION OF CONDITIONS AND FORMATION OF CONTRACT**

- 2.1 These Conditions shall apply to all supplies of Goods to the Buyer pursuant to the Contract.
- 2.2 No Order made by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the issue of an Acknowledgement of Order by the Seller. If the Order is accepted by the Seller it shall send an Acknowledgement of Order upon the posting of which the Seller shall sell and the Buyer shall purchase the Goods in accordance with the Acknowledgement of Order.
- 2.3 These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which the Buyer may purport to accept the Acknowledgement of Order.
- 2.4 No variation of these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 2.5 The Seller's employees or agents are not authorised to make any representations or warranties concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representation or warranty which is not so confirmed.
- 2.6 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable in respect of any such advice or recommendation which is not so confirmed.

## **3. ORDERS AND SPECIFICATIONS**

- 3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order made by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform a Contract in accordance with its terms.
  - 3.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's Acknowledgement of Order.
  - 3.3 Once an acknowledgement of Order has been issued by the Seller to the Buyer it may not be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour, carriage and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.
- ## **4. PRICE OF THE GOODS**
- 4.1 Subject to Condition 4.2, the price of the Goods shall be the Seller's quoted price in the Acknowledgement of Order. Such price shall be exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.
  - 4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect (a) any increase in the cost to the Seller which is due to any factor beyond the control of the Seller; (b) any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer, or (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

## **5. TERMS OF PAYMENT**

- 5.1 The Seller shall invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 5.2 The Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) so that such price shall be received by the Seller in cleared funds by not later than the last working day of the month following that in which the Seller's invoice in respect of such Goods is issued. The time of payment of the price shall be of the essence of the Contract.
- 5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled at its option to:
  - 5.3.1 cancel the Contract or suspend any further deliveries to the Buyer;
  - 5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
  - 5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 2.5 percent per annum above Lloyds Bank plc base rate from time to time until payment in full is made.

## **6. DELIVERY**

- 6.1 Without prejudice to Condition 6.3 delivery of the Goods shall be made to the Buyer at the place and on the date specified in the Acknowledgement of Order or as otherwise agreed between the Seller and the Buyer in writing.
- 6.2 If Goods are required by the Buyer to be delivered at any time other than during the Seller's ordinary working hours, the Buyer shall give not less than 7 days prior written notice to the Seller and in addition pay to the Seller all additional expenses incurred by the Seller in effecting such delivery.
- 6.3 Any dates quoted for delivery of the Goods are on a best estimate basis and are approximate only and the Seller shall not be liable for any loss or damage resulting from delay in delivery of the Goods howsoever caused. Subject to Condition 6.5, time for delivery shall not be of the essence and the Buyer shall not serve upon the Seller any notice making time for delivery of the essence.
- 6.4 Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions prior to the date stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:
  - 6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs of storage; and/or
  - 6.5.2 after 14 days treat the Contract as terminated and resell the Goods.
- 6.6 Where Goods are requested for delivery on Site, delivery shall be made to a place on a good hard road nearest the Site and the Buyer shall be responsible for unloading Goods.

## **7. RISK AND PROPERTY**

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer 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.
- 7.2 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 cleared funds payment in full of the price of all the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3 Until such time as the property in the Goods has passed 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, insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 7.4 Until such time as the property in the Goods has passed 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.
- 7.5 The Buyer shall not be entitled to pledge or in any way 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 of the Seller) forthwith become due and payable.

## **8. LIABILITY**

- 8.1 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contracts Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.2 Any claim by the Buyer which is based on any defect on the quality or condition of the Goods shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 30 days from the date of delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.3 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to or credit the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 8.4 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other form, or any duty at common law, or under the express terms of the Contract, for loss of profits or for any increased costs incurred in order to prevent a loss of profit or for any consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer and the Seller shall not be liable to indemnify or compensate the Buyer in respect of any claim for such loss or damage made against the Buyer by any person.
- 8.5 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract or these Conditions by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as examples of matters beyond the Seller's reasonable control:
  - 8.5.1 act of God, explosion, flood, tempest, fire or other accident;
  - 8.5.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - 8.5.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - 8.5.4 import or export regulations, sanctions or embargoes;
  - 8.5.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
  - 8.5.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
  - 8.5.7 power failure or breakdown in machinery whether or not caused by the Seller.
- 8.6 The Buyer shall indemnify the Seller against any claims brought against the Seller by any third party to whom the Goods have been supplied or to whom arrangements have been made to supply the Goods or in respect of the use of the Goods by any third party.

## **9. INSOLVENCY OF BUYER**

- 9.1 This Condition applies if:
  - 9.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - 9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
  - 9.1.3 the Buyer ceases, or threatens to cease, to carry on the whole or a significant part of its business; or
  - 9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 9.2 If this Condition applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled forthwith to cancel the Contract or suspend any further deliveries under the Contract without any further liability to the Seller; and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **10. GENERAL**

- 10.1 No waiver by the Seller of any breach of the Contract or any of these Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 10.3 These Conditions and the Contract shall be governed by the laws of England.