



CREDIT ACCOUNT APPLICATION.

Date: _____

COMPANY NAME: _____

TRADING ADDRESS: _____

POST CODE: _____ **Tel No** _____ **Fax No** _____

Email address: _____

ACCOUNTS/ADMIN ADDRESS _____
(If different from above)

Email address for Invoices/Statements _____

ORDER CONTACT _____ **TEL NO** _____

ACCOUNTS CONTACT _____ **TEL NO** _____

TYPE OF BUSINESS _____

ANNUAL TURNOVER _____ **CREDIT LIMIT REQ** _____

DATE OF FORMATION _____ **COMPANY REG NO** _____

REGISTERED BUSINESS ADDRESS _____

_____ **POST CODE** _____

NAME & ADDRESS OF _____
PROPEIETOR(S)

(Non limited Companies) _____ **Post Code** _____

_____ **Post Code** _____

Directors

Robert Jenkins Paul Martin

107 Bothwell Road, Hamilton, ML3 0EN

Telephone 01698 423826

Email enquiries@onestopaccessequipment.co.uk

www.onestopaccessequipment.co.uk

Registered in Scotland VAT No. 125 1063 58

Registered in Scotland 410162



Cont.....

BANKERS NAME & TOWN _____

POST CODE _____ TEL NO _____ FAX NO _____

BANK SORT CODE _____ ACC NO _____

Please also enclose a copy letterhead and Confirmation of Hired In Plant Insurance

DATA PROTECTION.

Onestop Access (Scotland) Limited will make a search with a Credit Reference Agency. A record will be kept of that search and information may be shared with other companies. We may also make a search on the personal credit file of principal directors. We may also pass and share your information with carefully selected third parties for the purpose of account opening, credit vetting and account management.

<p>DECLARATION Each Signatory, As Authorised representative (s) of the applicant customer, hereby applies for a Trade Credit Account and agrees to pay the account by the last working day of each month following the month of delivery in accordance with Onestop Access Limited conditions of sale. Each Signatory further agrees that those conditions of sale (as modified, amended or updated by Onestop Access Limited from time to time) shall apply to all sales of Onestop goods or services. Each Signatory to the agreement agrees, jointly and severally, to personally guarantee the performance of the contract by the organisation on whose behalf the signature is given, including any financial obligations arising from any changes in the credit limit of the credit account made by Onestop Access Limited from time to time. In the event of failure or default, or non-compliance with the Terms and Conditions of this contract, Onestop Access Limited has the right to proceed against the signatory personally. Should be signed by all director(s), partner(s), Company secretary or proprietor of the business.</p>			
Signed	Print Name Position	Date:	
Signed	Print Name Position	Date:	
Signed	Print Name Position	Date:	
Signed	Print Name Position	Date:	

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CONDITONS OF ONESTOP ACCESS SALE OR ACKNOWLEDGEMENT OF ORDER.

An Order is accepted on the distinct understanding that the following: Conditions of sale are clearly understood and accepted by the Purchaser and the supplier. The Supplier is Onestop Access Limited and the Purchaser is the other party to this contract of sale

1. APPLICATION

Unless otherwise expressly agreed in writing by the supplier these conditions shall form part of any contract and no condition inconsistent therewith shall, unless expressly agreed in writing by the supplier be deemed to exclude or over-ride or vary any of these conditions notwithstanding their being preferred by you in the purchasers written order. They shall apply not only to the present transaction, but to all future business between the two parties in such cases as the contrary may be agreed by the supplier in writing. Where there is no written order from the purchaser relative to the works carried out, the supplier has proceeded in the basis that these conditions of sale and contract will exclusively apply to this work and all future work with the purchaser where the supplier has received no specific written order from the purchaser's representatives only on the basis of these conditions of sale.

2. DELIVERY

Any date named by the supplier for the dispatch is given without liability of any kind. The purchaser shall be bound to accept the goods ordered when they become available. The supplier shall not be liable in any way for late or failure to dispatch delivery however caused nor shall any delay in or failure to dispatch be deemed to be breach of contract or duty on our part. Where drawings, specifications, instructions and materials are to be supplied by the purchaser, the purchaser shall supply them to the supplier within a reasonable time determined solely by Onestop access Limited as to enable the supplier to despatch within the period indicated by the supplier.

3. CARRIAGE

Unless otherwise specified in our tender or acceptance of your order the price quoted excludes carriage charges. Carriage will be charged extra if not stipulated in the supplier's quotation or acceptance of the purchaser's order. Also excluded from the supplier's prices is offloading at site, hoisting, lifting and transport from offloading point to place of installation. Where the

supplier's offer or acceptance of the purchaser's order includes delivery to site then free and clear access and an adequate storage area must be provided by the purchaser.

4. INSURANCE

Unless otherwise agreed, the place of delivery will be deemed to be the purchasers place of business and once the goods have been put in a deliverable state, they shall thereafter be at your risk. Further, unless otherwise agreed the purchaser will bear the cost of insurance against all risks.

5. PRICES

The supplier's prices are strictly nett unless otherwise quoted and do not include discounts and are based on material and labour costs in force at date of tender. The supplier reserves the right to increase the prices quoted should there be any increase in the cost of labour, materials, taxes, freight or other charges, expenses and costs payable by the supplier in relation to the design manufacture, packaging carriage and insurance of the goods before the date of dispatch. Notwithstanding anything stated in our tender all orders are accepted upon the condition that the goods will be invoiced at our prices ruling on the date of dispatch.

6. TERMS OF PAYMENT

Unless otherwise stated prices are due for payment 30 days from the date of the suppliers issuing an invoice. Interest at the rate of 3.0% over the prevailing base rate of the bank of Scotland will be charged on all overdue accounts and will be applied from the date when the account becomes overdue. We reserve the right to stop any further deliveries and cancel any contract for all or any part of deliveries not made, but without prejudice to our rights already accrued under any such contracts.

If you fail to pay us in full on the due date we may:

Suspend or cancel further works, Cancel any discounts offered to you.

Claim fixed sum compensation from you under s.5A of that act to cover our credit control overhead costs and recover the cost of taking legal action to make you pay.

If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.

You do not have the right to set off any money you may claim from us against anything you may owe us.

You may only set off money you may claim from us against money you owe us with our written agreement and on such terms as we may state.

You are liable to us for losses we incur because you do not comply with these terms.

We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.

8. OWNERSHIP

The title in the goods shall pass to the Buyer when payment in full has been received by the Seller for all goods whatsoever supplied (and all services rendered) at any time by the seller to the Buyers. The Buyer shall permit the servants or agents of the Seller to enter on to the Buyers premises and repossess the goods at any time prior thereto As long as payment has not been affected the Buyer cannot sell, pledge or offer goods as guarantee or collateral security.

Should the goods (or any of them) be converted into a new product,

Whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Seller and the seller shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the Buyer hereby indemnifies the Seller in relation thereto.

In the case of non-payment at the due date and upon demand the Buyer must return forthwith to the Seller all merchandise unpaid for.

9. STORAGE

If the supplier does not receive forwarding instructions sufficient to enable the supplier to despatch the goods within fourteen days after date of notification that they are ready for despatch or collection the purchaser shall take delivery or arrange storage, otherwise storage charges, insurance and extra handling will be for the purchasers account. Further the goods shall be invoiced as in condition 3, 5 and 6 above and be subject to the terms of payment stipulated.

10. INFORMATION, DRAWINGS AND OTHER DOCUMENTS

All descriptive and forwarding specifications, drawings and particulars of weights and dimensions submitted with our offer are approximately only and intended merely to present a general idea of the goods described therein and none of these shall form any part of the contract. All technical information supplied by the supplier is subject to change without prior notice

11. WARRANTIES.

No liability whether in contract or delict attaches to the supplier for latent or inherent defects in any goods or equipment supplied by the supplier nor for any direct or consequential loss or damage to property arising there from. If materials are not available as specified the supplier reserves the right to substitution. All tenders, estimates or quotations are given and sales made without guarantees that the goods are warranted for use for any specific purpose or for any specific conditions unless the supplier gives a definite assurance to the contrary in writing. The purchaser is advised to effect any insurance cover to protect the purchasers interest and to satisfy the Purchaser to the fitness of any goods supplied by us for any particular purpose or conditions.

12. SUBLETTING

The supplier hereby reserves the right to assign or sublet the whole or any part of the contract.

13. DAMAGE TO GOODS IN TRANSIT.

No liability in respect of goods lost or damaged in transit will be accepted by the supplier if (I) The supplier sells the goods ex warehouse or ex the suppliers depot and carriage is for the purchasers account or (II) In cases where the suppliers prices include for the suppliers paying carriage to the required destination,

(a) a clear signature for the goods is given by the purchaser or by his agent or

(b) if no clear signature has been given as aforesaid a claim is not made on the supplier and the carrier in writing within three days of arrival of the goods or such shorter time as may be required by the conditions of carriage or

© the approaches to and on the destination or site are not in good order or condition to permit the easy and proper passage of the vehicle carrying the goods or (d) the damage or loss occurs after arrival of the delivery vehicles to site or (e) in the case of all the goods loaded on one vehicle failing to arrive the suppliers are not notified in writing by the purchaser within seven days of receipt of the suppliers invoice or advice note of despatch.

14. DETERMINATION.

Without prejudice to the suppliers rights at common law or under statute, the supplier shall be entitled to determine the contract either (a) on default in payment as already stipulated or (b) on interference with or obstruction of the regular process of the contract by the purchaser or © if the contract is

delayed for a period of exceeding three months by reason of fire, lightning, explosion, storm, tempest, flood, strike, lock out or civil commotion, lack of instructions or information without which the contract cannot economically proceed to substantial completion, delay caused by other engaged by the purchaser or for any cause outwith our control or (d) if any legal diligence's is executed upon by the purchaser or the purchasers property or assets or any part thereof or (e) if the purchaser, being an individual or partnership make any offers or arrangements or composition of creditors or commit any act of bankruptcy, sign a trust deed for behalf or creditors or if any petition for your sequestration shall be presented or if the purchaser, being a limited company should issue a notice to convene any meeting for the purpose of passing a resolution to wind up the purchasers company or if such resolution shall be passed, or if a receiver shall be appointed over the purchasers undertaking property or assets or any part thereof and on any of these events occurring. The supplier may thereupon by notice sent by recorded delivery to purchaser forthwith determine the contract without prejudice to any claim or rights which the supplier my otherwise have, make or exercise. Any notice given hereunder may be given by the supplier at the purchasers last known address

15. LIABILITY

(a) Save as already provided and in lieu of any warranty, condition or liability implied by law, the suppliers liability in respect of any defects in or failure of the goods supplied or for any loss, injury or damage attributable thereto shall be limited to making good by replacement or repair defects which fair wear and tear excepted, under proper use appear therein and arise solely from our

faulty design, materials or workmanship but only if and to the extent the suppliers accepted obligation in those three connections within a period of twelve calendar months from the date of despatch or as set out in each offer (when and at the termination of such period all liability on our part ceases)

provided always that such defective parts are promptly returned to the supplier free unless otherwise arranged. Delivery of the repairs or new parts will be subject to the same terms and conditions as the original parts.

(b) This liability is accepted in place of and to the exclusion of any rights and remedies which the purchaser may have either under statute or at common law all of which you will be deemed to have waived and discharged on the purchasers acceptance of this quotation.

© The purchaser is advised to effect all insurance cover which is necessary to protect the purchasers interests and where this is not possible, to take all practical steps to avoid or minimise all losses.

16. GENERAL.

(A) The contract in all respects be construed and operate as a Scottish contract an in conformity with the Law of Scotland

(b) The purchaser shall indemnify the supplier against all damages, penalties, costs and expenses to which the supplier may become liable if any work done in in accordance with the purchasers specification involves an infringement of an unregistered or registered design or patent.

