

TCR IRRIGATION LTD

HALL LANE • UTKINTON • CHESHIRE • CW6 0JW • Tel: 01829 731391 • Fax: 01829 733085

Account Application

Date:

Customer Information

Full Name / Trading Title:	Mobile No:
Address:	VAT No:
	No of Years Trading:
Postcode:	Type of Customer (e.g. Golf Course, Landscaper etc)
Telephone No:	
Fax No:	Maximum Credit Required:

Trade Reference 1

Trade Reference 2

Name:	Name:
Address:	Address:
Postcode:	Postcode:
Telephone No:	Telephone No:
Fax No:	Fax No:
Account No:	Account No:
Contact:	Contact:
Type of Business:	Type of Business:

Bank Details

Bank Name:		
Address:		
Postcode:		
Sort Code:	Account No:	Account Name:

LIMITED and PUBLIC COMPANIES
Please now complete **SECTION 2** in full

SOLE TRADERS and PARTNERSHIPS
Please now complete **SECTION 3** in full

SECTION 2
LIMITED and PUBLIC LIMITED COMPANIES only

Company Registration Number:

Incorporation Date:

Directors Names:

Do you have a Parent or Holding Company? Please give details:

Holding Company Reg. No:

Company Name:

SECTION 3
SOLE TRADER and PARTNERSHIP only

Are you a Sole Trader or a Partnership?

Proprietor(s) full name (s) and address (s)

If less than 3 years at current private address please provide previous address details

Name:

Name:

Address:

Address:

Postcode:

Postcode:

Name:

Name:

Address:

Address:

Postcode:

Postcode:

Previous Address details if applicable:

SECTION 4
ALL APPLICANTS

In making this application I / We acknowledge and accept the conditions of sale contained within Section Six of this credit application, which govern all transactions.

Customer's Signature (s):

Position in Company:

Date of Application:

PLEASE RETURN ALL THREE PAGES BY POST OR FAX

Section 5

TCR HEAD OFFICE use only

Account No:

Limit Approved:

Authorised Signature:

Date:

Comments:

Section 6

CONDITIONS OF SALE

1. Basis of Sale

- 1.1 These Conditions of Sale ("the Conditions") shall apply to all transactions ("the Contract") for the sale of irrigation products ("the Goods") by TCR IRRIGATION LIMITED ("the Company") to a customer ("the Customer") and no variation shall be binding unless agreed in writing between the Company and the Customer.
- 1.2 The Conditions shall apply to the exclusion of any other terms and conditions proposed by the Customer unless acceptance of such terms and conditions has been confirmed by the Company to the Customer in writing.
- 1.3 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing and the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 1.4 Unless otherwise agreed in writing the content of all sales literature, price lists, quotations or other documents or information are illustrative only and may be varied without any liability on the part of the Company provided that any alterations do not materially affect the quality or performance of the Goods.

2. Orders

- 2.1 No order shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company.
- 2.2 The quantity, quality and description of the Goods shall be those set out in the Company's estimate (if accepted by the Customer) or the Customer's order (if accepted by the Company).
- 2.3 No order for goods to a value of less than £20 shall be accepted by the Company.
- 2.4 No order for Goods which has been accepted by the Company may be cancelled, unless (other than in respect of any specified order for which cancellation is not permitted) the Customer pays to the Company an administration fee equal to 10% of the Price and the Goods (if delivered) are returned to the Company in a satisfactory condition.

3. Price

- 3.1 The price of the Goods ("the Price") shall be in the Company's quoted price which shall be valid for 30 days only or until earlier acceptance by the Customer or, if none, the list price at the date of placing the order less any agreed discount.
- 3.2 Unless otherwise agreed in writing the Price shall be quoted on an ex-works basis and the Customer shall be liable to pay the Company's charges for delivery which shall include transport, packaging and insurance.
- 3.3 The Price is exclusive of any applicable value added tax which the Customer shall be additionally liable to pay the Company.

4. Terms of Payment

- 4.1 The Company shall be entitled to invoice the Customer for the Price on or at any time after delivery of the Goods. The Customer shall pay the Price without any deduction within 30 days of the date of invoice. The time of payment of the Price shall be of the essence of the Contract.
- 4.2 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:-
- cancel the Contract or suspend any further deliveries to the Customer;
 - charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of 2% above the base rate from time to time of Barclays Bank plc from the due date until payment in full is made.

5. Delivery

- 5.1 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any reasonable delay in delivery. Time for delivery shall not be of the essence unless previously agreed by the Company in writing.
- 5.2 The Customer shall notify the Company in writing if it has not received the Goods within 7 days after receipt of the Company's invoice therefor.
- 5.3 If the Company fails to deliver the Goods for any reason beyond the Company's control or owing to the fault of the Customer, the Company's liability shall be limited to the excess of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the Price.

6. Risk and Title

- 6.1 Risk of damage to, or loss of, the Goods shall pass to the Customer on delivery or, if the Customer wrongfully fails to take delivery, at the time when delivery is tendered.
- 6.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provisions in the Conditions, title to the Goods shall not pass to the Customer until the Company has received payment in full of the Price and of the Price of all other goods agreed to be sold by the Company to the Customer for which payment is then due.
- 6.3 Until such time as title to the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. Until such time as title to the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or of any third party where the Goods are stored and repossess the Goods.

7. Insolvency

- 7.1 If the Customer makes any voluntary arrangement with its creditors, 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 an encumbrancer takes possession, or a Receiver is appointed of any of the property or assets of the Customer, or the Customer ceases or threatens to cease to carry on business, or the Company reasonably apprehends that any of the events mentioned in the clause is about to occur (and notifies the Customer accordingly) then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries without any liability to the Customer 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.

8. Warranties and Liabilities

- 8.1 The Goods are not manufactured by the Company and the Company does not give any warranty, guarantee or other terms as to their quality, fitness for purpose or otherwise but shall, where possible, assign to the Customer the benefit of any such warranty, guarantee or other term as is given by the manufacturer to the Company.
- 8.2 The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's or the manufacturer's instructions (oral or written), misuse, alteration or repair of the Goods without the Company's or the manufacturer's approval or if the Price has not been paid by the due date for payment.
- 8.3 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation, implied warranty, condition or other terms or any duty at common law or under the express terms of the Conditions for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever which arise out of, or in connection with, the supply of the Goods or their use or resale by the Customer.
- 8.4 The Customer acknowledges that it will inspect the Goods on delivery and any claim by the Customer which is based on any defect in the quality or condition of the Goods shall be notified to the Company in writing within 7 days from the date of delivery or (where the defect was not apparent on reasonable inspection) within a reasonable time after discovery of the defect. If the Customer does not notify the Company as provided herein, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect and the Customer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.
- 8.5 Where any valid claim is made by the Customer in accordance with this clause the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the Price (or a proportion or part of the Price) but the Company shall have no further liability to the Customer.

9. General

- 9.1 The Contract shall be governed by English law.