



**Application for a 30 Day Credit Account subject to our Standard Terms & Conditions as printed on the reverse of this form or if faxed, immediately following this sheet.**

Company Name & Address

Tel. \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail  
if available \_\_\_\_\_

Please supply the name(s) and Telephone numbers of: *If different from applicant*

Accounts Contact \_\_\_\_\_

Purchase Manager \_\_\_\_\_

Main Activity \_\_\_\_\_ How long have you been trading \_\_\_\_\_

Structure ( limited, partnership, plc etc) \_\_\_\_\_ If Limited, Company Reg. Nr \_\_\_\_\_

**IMPORTANT, IF THE COMPANY IS NOT LIMITED this section MUST be completed.**

Please supply the Name(s) and Postal Address of the principals

Purchasing Requirements      Credit per Month £      Payment Method (bacs,cheque etc )

Please supply the names of two companies we may contact for references.

TRADE REFERENCE 1	TRADE REFERENCE 2
Tel. _____ Fax. _____	Tel. _____ Fax _____
Contact Name _____	Contact Name _____
Period Traded with _____	Period Traded with _____

BANK NAME & ADDRESS	A/C Name
	A/C Number
	Sort Code                    -                    -

**I wish to apply for a credit account with Evans Safety Limited and give Evans Safety permission to ask the above bank for references.**

**I accept that this account is subject to Evans Safety's standard terms and conditions which I have received and read. (Copy overleaf or following this fax)**

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## TERMS AND CONDITIONS OF SALE

1. Evans Safety's Conditions Apply Unless otherwise specifically agreed in writing by Evans Safety Limited ("Evans Safety"), all quotations and contracts for the supply of goods by Evans Safety are made upon these Conditions of Sale ("Evans Safety's Conditions") which shall at all times override any terms and conditions which the purchaser of such goods ("the Purchaser") imposes or seeks to impose. Delivery of any goods following a quotation for supply made by Evans Safety will be made only upon Evans Safety's Conditions.

2. **Payment Terms** Terms of payment are strictly net monthly (i.e. payment on or before the end of the month following the month during which the invoice is dated) and in default Evans Safety shall be entitled without notice to the Purchaser (even if the Purchaser has a contract with a third party) to terminate any outstanding order or quotation, to withhold and/or suspend supplies or to reduce the Purchaser's credit limit. Evans Safety shall also be entitled, at their discretion, to receive payment of any and all monies in respect of goods supplied whether these monies would ordinarily be due for payment at that time or not. In addition Evans Safety shall be entitled to charge the Purchaser interest on the amount unpaid at the rate of 3% above Barclays Bank Plc base rate until payment in full is made and the Purchaser will indemnify Evans Safety in respect of all costs incurred by Evans Safety in recovering payment, including the cost of instructing Solicitors. In the event that the Purchaser tenders payment by cheque and the cheque is subsequently returned by the Purchaser's Bankers unpaid, the Purchaser will also indemnify Evans Safety in respect of all resulting bank charges incurred by Evans Safety.

2.a **Contra Charges** Evans Safety reserves the right to offset any monies owed by the purchaser to Evans Safety, against any monies or goods which may be owed by Evans Safety to the purchaser for any reasons whatsoever. Evans Safety may implement this clause at Evans Safety's discretion and at any time without prior notice.

3. **Retention of Title Although risk in the goods supplied passes to the Purchaser on delivery, legal title in such goods shall not pass to the Purchaser until Evans Safety has received in cleared funds the full price payable for such goods and ALL other goods supplied by Evans Safety to the Purchaser for which payment is then due. Until legal title passes, the Purchaser shall hold the goods as Evans Safety's fiduciary agent and bailee and shall keep them properly stored, protected, insured and identified as Evans Safety's property.** Until that time the Purchaser is entitled to resell or use the goods in the ordinary course of its business but shall account to Evans Safety for their proceeds of sale and pending payment shall hold such proceeds on trust for Evans Safety absolutely. The Purchaser's right to resell or use the goods shall terminate automatically if a liquidator or (administrative) receiver or administrator of the Purchaser is appointed or an order is made or a resolution passed for the winding up of the Purchaser. Until such time as legal title in the goods passes to the Purchaser Evans Safety may at any time require the Purchaser, its liquidator, (administrative) receiver or administrator to return the goods and/or may repossess the goods by entering upon any premises of the Purchaser or any third party where the goods are reasonably believed to be stored. In addition and without prejudice to any other right or remedy available to Evans Safety, if the purchaser is in breach of the payment terms or of any of its obligations under this clause, Evans Safety shall be entitled to cancel the contract, suspend further deliveries, terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action.

4. **Delivery** Evans Safety will endeavour to meet any delivery date quoted but delivery dates are given and intended as an estimate only and if there are any circumstances whatsoever which prevent or delay delivery, Evans Safety shall not be bound to supply or make delivery of any goods ordered nor shall it be liable for any damage or consequential loss or in any other way for failure to supply or delay in delivery when so prevented or delayed.

5. **Liability** The following terms apply except in the case of death or personal injury caused by Evans Safety's negligence:

(a) Risk in the goods passes to the Purchaser on delivery and Evans Safety shall not be liable for any loss of or damage to or deterioration of the goods howsoever caused and the Purchaser will keep Evans Safety fully indemnified against all loss and/or liability arising from any such loss damage or deterioration.

(b) if loss, damage or deterioration (other than for death or personal injury) is caused by Evans Safety's negligence, Evans Safety's liability shall be limited to the invoice value of the goods.

(c) All conditions and warranties as to the quality and fitness for any particular purpose of the goods supplied (whether statutory or otherwise) are expressly excluded but (without prejudice to such exclusion) every care will be taken to ensure that goods supplied will conform to Evans Safety's standards or to specification (within the limits of reasonable commercial accuracy/tolerance) and if Evans Safety recognises that goods supplied do not conform to its standards or to specification (within the limits of reasonable commercial accuracy/tolerance) Evans Safety will, in assessing the value of any allowance or replacement which it may agree to make, have regard to the extent/nature of the defect, information given by the Purchaser as to the application of the goods, the use already made of the goods and any other relevant factor but in any event Evans Safety's maximum liability shall be limited to the invoice value of the goods.

(d) Evans Safety accepts no liability for consequential loss or damage to property which is attributed to the failure of goods supplied (whether or not Evans Safety is the manufacturer of the goods) whether due to accident, abuse, incorrect technical assessment by Evans Safety or its employees/representatives or for any other reason.

### **Product Information and Conditions of Sale.**

Orders are accepted subject to the Company's Conditions of Sale. Whilst the Company has made every effort to ensure that details and information given in its literature are accurate at the time of publication, full technical specifications are not included and furthermore, the Company's policy is one of continuous improvement and the right is reserved to alter details and information as the need arises. Accordingly, the customer should check any details and information they wish to rely on with the Company at the time of purchase. The Company cannot accept liability in respect of any errors or omissions contained in its literature or for any loss or damage, malfunction or consequential loss arising from reliance upon its literature.

**Carriage** Carriage charges may apply.

**V.A.T.** Value Added Tax is not included in any prices quoted.

**Delivery** Any claims for non, short or damaged delivery must be made within 7 days of date despatched from Evans Safety.

**Returns** No goods may be returned without the prior written consent of Evans Safety. Where this consent is given and the goods supplied were correct as ordered the customer will pay a 10% handling charge. It is our normal practice to replace any goods supplied which are damaged on arrival and no charge will be made in this case.