

# MERRICK & DAY Ltd

REDBOURNE ROAD, REDBOURNE, GAINSBOROUGH, LINCOLNSHIRE, DN21 4TG

Tel: 01652 648814 Fax: 01652 648104 Email: [sales@merrick-day.com](mailto:sales@merrick-day.com)

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## **TRADE CUSTOMER APPLICATION FORM**

Registering with us as a trade customer entitles you, after your first proforma or credit card purchase, to additional trade discounts, where available, on our cut and small quantity prices in the current price list and allows access to the trade section of our website. Please complete pages 1 & 3.

Larger organisations can apply for 30-day credit facilities by completing the credit application on page 2 together with pages 1&2.

Trading Name:

Contact Name:

Address:

Telephone:

Fax:

Email ( this will be your merrick-day.com trade log-in username):

Your preferred merrick-day.com trade login password:

Trade Reference:

Address:

Telephone:

Fax:

Email:

Declaration: I/we request trade status with your company. If given I/we agree to the attached conditions of sale which I have read and understood. I certify that I have checked the particulars of this form and to the best of my knowledge and belief they are correct. I give permission for you to conduct a commercial search and future searches in line with the data protection act (1998). Please also sign the terms and conditions of trading, section3.

Signed:

Print Name:

Position:

Date:

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## **30 DAY CREDIT APPLICATION**

Credit Limit requested:

Payment terms: On or before 30 days after invoice date. Time of payment is of the essence.

Sole Trader, Limited Company or Partnership:

No of years trading:

Company Name:

Company Number:

Names of Partners / Directors:

Bank name

Bank address

Bank sort code and account number:

Additional Trade Reference:

Address:

Telephone:

Fax:

Email:

Declaration: I/we request credit facilities with your company. If given I/we agree to settle your account within 30 days in accordance with the attached conditions of sale which I have read and understood. I certify that I have checked the particulars of this form and to the best of my knowledge and belief they are correct. I give permission for you to conduct a commercial/consumer credit search and future searches in line with the data protection act (1998). Please also sign the terms and conditions of trading, section 3.

Signed:

Print Name:

Position:

Date:

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## Page 3

## TERMS AND CONDITIONS OF SALE

1 In these terms and conditions of sale the following terms shall have the meanings hereinbelow stated:

- a) 'M & D' shall mean Merrick & Day Ltd.
- b) 'The Customer' shall mean the person or persons purchasing the Goods from M & D.
- c) '(The) Goods' shall mean the goods supplied by M & D to the Customer.
- d) 'The Conditions' shall mean this clause and the clauses following.
- e) '(The) Order' shall mean the Customer's order to M & D for the supply of goods.

2 i) Any order shall be deemed to have been made by the Customer and accepted by M & D upon and subject to the Conditions and the Conditions shall be capable of variation only if such variation is expressly confirmed and acknowledged by M & D in writing to the Customer.

ii) Every contract for the sale of the goods shall be deemed to have been concluded only when M & D posts written confirmation of an Order submitted by the Customer.

The Goods forming the subject of such contract shall be those specified in the Order and M & D's confirmation of such order but in the event of any inconsistency between such documents the invoice of M & D relating to the Order in question shall be conclusive as to what goods and in what quantities such Goods were ordered.

iii) M & D reserve the right to make delivery of any Goods by instalments and where delivery is by instalments each instalment shall be deemed to be sold as part of an entire contract and not under a separate Order for each instalment but M & D shall be entitled to invoice the Customer for payment for each separate instalment of Goods supplied at the rate applicable to the whole Order.

3 i) The Customer shall make payment in full for the Goods without any deductions whatsoever within 30 days of the date of M & D's statement therefore.

ii) If payment is not received by M & D in full when due the Customer shall pay interest on the unpaid amount at the rate of 5 per centum per annum above the Base Lending Rate as that shall be from time to time of HSBC PLC.

4 i) Risk in the Goods shall pass to the Customer upon delivery thereof by M & D or its carrier to the premises specified by the Customer in the Order or upon collection of the Goods by the Customer in any case where the Order provides for the Customer to collect the Goods.

ii) Notwithstanding clause 4 i) hereinabove both the legal and equitable title in and to the Goods shall remain with M & D until M & D has received payment of the full purchase price together with Value Added Tax thereon as at the ruling date therefore and any interest payable by the Customer as herein elsewhere provided. Until payment in full is made as aforesaid the Customer shall hold the Goods in a fiduciary capacity for M & D separate from any other assets and clearly marked or designated as the property

of M & D and M & D shall be entitled to require the Customer to redeliver the Goods or any part thereof on demand. If the Customer fails so to redeliver the Goods M & D are hereby irrevocably authorised and empowered to enter any premises owned or occupied by the Customer or to which the Customer has right to entry for the purpose of recovering possession of the Goods or any part thereof and M & D is further entitled to dismantle machinery or equipment of the Customer if necessary to recover possession of the Goods or any part thereof and the Customer shall be responsible for all of the costs and expenses of M & D in and about such recovery of possession of the Goods or of any part thereof.

iii) The Customer may sell the Goods by way of bona fide sale in the ordinary course of business but may not otherwise deal with, sell, charge, part with possession of or convert the Goods until title therein has passed to the Customer in accordance with clause 4 ii) hereinabove.

iv) The Customer's licence to deal with the Goods under clause 4 iii) hereinabove shall forthwith terminate in the event that the Customer fails to observe any of the Conditions or compounds with its creditors or becomes bankrupt or has a Receiver appointed of all or any part of its assets or undertaking or suffers the presentation of a Winding-Up Petition or passes a resolution for its Winding-Up or suffers any distress or execution to be levied or threatened on any of its assets or fails within 14 days to satisfy any judgments against it.

v) Where any of the Goods are sold to a third party before title to them has passed to the Customer the entire proceeds of such a sale are held in trust for M & D and shall not be mingled with other moneys or paid into an overdrawn bank account and shall be kept at all times identifiable as the moneys of M & D.

5 i) All delivery dates are estimates only M & D shall not be liable for any loss, cost damages or expense suffered by the Customer or any other person howsoever arising whether directly or indirectly as a result of any failure to meet any delivery date.

ii) Delivery against an Order for Goods shall be clearly evidenced by the return to M & D or its carrier of their Delivery Note which must be signed and dated by the Customer or any person being or held out as being the servant or agent of the Customer and such signed Delivery Note shall be absolute and irrevocable proof of delivery of the Goods therein referred to and no claim for any loss or shortage will be accepted or considered.

6 i) The Customer shall inspect the Goods immediately upon delivery and shall within 7 days of delivery give notice in writing to M & D if it is alleged that the Goods are not in accordance with the Order or contract. No claim outside the said period of 7 days will be accepted or considered by M & D.

ii) The Customer shall in respect of any alleged damage to the Goods arising at the time of or prior to delivery thereof make note of the alleged damage on the Delivery Note in clause 5 ii) hereinabove referred to and shall additionally within 7 days of delivery give notice in writing to M & D of such alleged damage.

iii) If the Customer shall fail to give notice as required by sub-clauses 6 i) or ii) hereinabove (whichever be appropriate) then the Goods in question shall be deemed in all respect to be in accordance with the Order and contract and the Customer shall be deemed irrevocably and unconditionally to have accepted the Goods as being completely satisfactory.

iv) Any of the Goods in respect of which the Customer may give notice under sub-clause 6 i) or ii) hereinabove shall be preserved intact by the Customer in the same condition as delivered and at the Customer's risk for the period of 21 days from the date of such notice and during such notice and during such period M & D or its authorised agent shall have the right to inspect the Goods and their original packings.

7 M & D will use its best endeavours to supply the Goods in accordance with its advertised specifications and patterns but reserves the right to modify the same. In the event of such modifications the Customer shall have the right to return the Goods within 7 days of delivery carriage paid to M & D if the modified Goods are not accepted to the Customer and in that event the Customer's original Order shall be deemed cancelled and withdrawn. Failure by the Customer within 7 days of delivery to return to M & D any Goods modified as aforesaid shall constitute acceptance by the Customer of the same.

8 Any failure by M & D to insist upon a strict performance by the Customer of the Customer's obligations hereunder shall not be deemed to be a waiver of M & D rights and remedies hereunder or of any subsequent default by the Customer hereunder.

9 Unless expressly so agreed in writing by M & D the customer may not assign either the benefit or the burden of any contract with M & D.

10 If it be found that any individual provision or provisions herein be invalid such invalidity shall not affect the validity of the remaining provisions.

11 M & D and the Customer each acknowledge that neither of them is agent or partner or servant of the other for any purpose and that each of them is without authority to act on behalf of the other and that M & D is not responsible to any third party for any claim arising from the Goods or otherwise and that the Customer in its contractual dealings with M & D relies on the Customer's own judgment as to the Goods and as to the Conditions.

12 The Conditions shall in all respects be governed by and construed in accordance with English Law.

Signed:

Print Name:

Position:

Date: