

ANCHOR SAFETY LLP

NEW CUSTOMER CREDIT ACCOUNT APPLICATION

Business Type (Tick Box) Plc Ltd Co. Partnership Sole Trader

Legal Name of Applicant

Trading Name (if different)

Registered Office Address

Postcode

Co. Reg No.

Trading/Invoicing address if different from above

Postcode

Date Applicant commenced trading

Telephone No.

Fax No.

Email

Accounts Email

Company Website

Name of Buyer

Name of H & S Officer

Number of staff in PPE

Industry Type

VAT No.

VAT Reg. Y N

Main contacts Purchasing

Finance

If the Applicant is part of a group of companies, please state holding company/subsidiaries/associated companies.

Trade References	Company 1	Company 2
Contact	.....	.....
Company Name	.....	.....
Address	.....	.....
Postcode	.....	.....
Telephone	.....	.....
Approx. average monthly spend	.....	.....
Bankers	Bank	A/C No.....
	Branch	Sort Code

(I authorise this bank to provide Anchor Safety with a Status Report on the above named applicant)

Estimated annual purchases from Anchor Safety LLP £

Credit Limit applied for £

(The figure we agree will be confirmed when the account is opened)

Our credit terms are 30 days from date of invoice unless otherwise agreed in writing. In making this application you confirm (a) your agreement to pay all invoices promptly as they fall due and (b) your acceptance of all our terms and conditions as attached to or accompanying the original of this application. The signatory below confirms he/she is duly authorised to make this application, and to agree terms and conditions of trading on behalf of the Applicant and, if the Applicant is a limited company, the signatory below personally guarantees performance of the Applicant's obligations to Anchor Safety LLP under each and every contract created between them, such guarantee being subject to condition 32 in our Terms and Conditions.

Signature..... Name (please print).....

Position..... Date

(Director to sign where Applicant is a limited company)

Signatory's home address.....

Application approved by:	Credit limit approved £	Account opened date:
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N.B. Please provide a sheet of your company notepaper when returning this application form

Terms & Conditions

(Business to Business Transactions)

Application

1. The following terms and conditions, as varied from time to time by us, will govern all contracts we make for supply of goods and/or services unless otherwise specifically agreed by us in writing and shall prevail to the exclusion of any other terms that the buyer may seek to impose or incorporate or which are implied by trade custom, practice or course of dealing.
2. Goods and services are offered for sale on the strict understanding that you are not a consumer, in other words all sales contemplated or concluded under these terms and conditions shall be on a business to business basis and any goods purchased under them are purchased for business purposes only.
- 3.1 Your "order" is your order as submitted to us in writing or verbally.
- 3.2 Your order constitutes an offer by you to purchase the goods in accordance with these terms and conditions.
- 3.3 You are responsible for ensuring that the details provided in your order are complete and accurate in all respects.
- 3.4 Your order shall only be deemed to be accepted when either (a) we send you a confirmation email accepting your order or (b) we despatch the goods, or any of them, to the location specified in your order.
4. Any samples, drawings, descriptive matter or advertising produced by us and any descriptions or illustrations contained on our website or in catalogues or brochures are produced for the sole purpose of giving an approximate idea of the goods referred to in them. They shall not form part of the contract nor have any contractual force.
5. Your order and these terms and conditions constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in the order or these terms and conditions.

Delivery

6. We shall arrange for delivery of the goods to the location specified in your order. If any of the goods ordered are out of stock or require embroidery or printing, or if the delivery destination is outside mainland UK, you will be advised separately by email of the intended delivery date. Otherwise, it is our aim to dispatch all orders the same day by overnight carrier provided we receive them by 2pm.
7. For delivery anywhere within the UK mainland, orders valued at £100.00 (net) and over are carriage free and otherwise are liable to a small delivery charge of £6.95 plus VAT. Carriage on deliveries outside the UK mainland is chargeable at cost or by quotation.
8. For next day delivery within the UK mainland, please place your order by 2pm.
9. If we are delivering goods to you outside of the UK:
 - 9.1 Your order may be subject to import duties and taxes. You will be responsible for payment of any such import duties and taxes; and
 - 9.2 You must comply with all applicable laws and regulations of the country to which the goods are being delivered. We will not be liable or responsible if you break any such laws or regulations.
10. Although prompt delivery is our aim, any quoted delivery dates should be treated as estimates only and are not of the essence of the contract. The right is reserved to deliver by instalments and any failure to deliver one instalment shall not entitle the purchaser to cancel delivery of the remaining instalments.
11. We shall not be liable for any delay in delivery of the goods that is caused by an event beyond our reasonable control or a failure by you to provide adequate instructions in relation to your order. If we fail to deliver the goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the goods.
12. We reserve the right to refuse to deliver the goods if we consider, in our entire discretion, that the premises, surrounding area or country to which delivery is due to be made is inaccessible, unsafe or unsuitable.
13. Delivery of the order shall be completed when we deliver the goods to the address you gave us, at which point risk in the goods shall pass to you. If no one is available at this address to take delivery, we will deem delivery of the goods complete

and, until delivery takes place, store the goods at your risk and charge you for all related costs and expenses (including insurance). If you fail to accept delivery of the goods within 30 days of the first attempted delivery, we reserve the right to resell or otherwise dispose of all or part of the goods without incurring liability to you.

14. Where it is desired that our delivery drivers assist in unloading operations (and agree to do so) this will only be undertaken on the understanding that the customer will assume full responsibility for our driver's health and safety whilst this is being carried out.
15. The quantity of any consignment of goods as recorded by us on despatch to you shall be taken to be the quantity received unless you provide conclusive evidence to the contrary. If you think there are goods missing on delivery, you must notify us in writing within three days of delivery.

Retention of Title

- 16.1 Although the risk of damage to or loss of the goods will pass to you immediately upon delivery, the ownership of the goods shall not pass to you until we have received payment in full for them (including all applicable delivery charges) and until any other sums which are due from you to us have also been paid in full.
- 16.2 Until title to the goods has passed to you, you must hold them on a fiduciary basis as our bailee, store them separately from all other goods held by you so that they remain readily identifiable as our property, maintain them in satisfactory condition, keep them insured against all risks for their full price from the date of delivery and not remove, deface or obscure any identifying mark or packaging on or relating to the goods. You must notify us immediately if you become subject to any of the events listed in condition 19. You may resell or use the goods in the ordinary course of your business but if, before title to them has passed to you, you become subject to any of the events listed in condition 19 or we reasonably believe that any such event is about to happen and notify you accordingly, your right to resell the goods or use them in the course of business will cease immediately and we may at any time require you to deliver up all the goods in your possession and, if you fail to do so promptly, enter any of your premises or the premises of any third party where the goods are stored in order to recover them.
- 16.3 Unless the contrary is proved it shall be assumed that you have sold or otherwise parted with possession of goods delivered by us in the same order as they were delivered, i.e. first in, first out.

Payment

17. Payment is due at the point of order and can be made by credit or debit card or by cash. Customers with an agreed credit account will have the price of their order debited to their credit account.

Credit Account Customers

- 18.1 We reserve the right to offer or refuse to offer a credit account to any customer at our entire discretion. Credit facilities are offered only to business customers.
- 18.2 We may, at our option, assess your eligibility for a credit account by contacting credit reference agencies, obtaining references or by any other means we see fit.
- 18.3 We may, at our discretion, impose a credit limit on any credit account. Such limit may be subject to variance, as we specify from time to time, and you shall not be permitted to exceed this limit. We reserve the right to alter and/or remove any credit limit or credit account without notice to you.
- 18.4 We may implement any such terms and conditions in connection with the credit account at any time as we see fit.
- 18.5 If you have a credit account, you must pay the price of any goods purchased (without set-off or deduction) within 30 days of invoice date or as otherwise agreed in writing by us.
- 18.6 Invoices and statements may be sent by post or electronically.
- 18.7 Returned or re-presented cheques will incur a charge of £25.00 per re-presentation.
- 18.8 We reserve the right to charge interest at the rate of 2% per calendar month (or part of a month) on all overdue sums, and such interest will remain payable after any court judgment. Additionally, you must reimburse us all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
19. If you have a credit account and you (i) fail to make payment when due; or (ii) breach any provision of these terms and conditions; or (iii) become insolvent, have a receiver, administrative receiver, administrator or manager appointed over all or any part of your assets or business, make any composition or arrangement with your creditors or take or suffer any similar action in consequence of debt or if an order or resolution is made or passed for your dissolution or liquidation

(other than for the purposes of solvent amalgamation or reconstruction), then we shall have the following options (without incurring any liability and without prejudice to any other rights we have under these terms and conditions):

- a) To terminate our contract with you and your credit account with immediate effect;
- b) To cancel any undelivered portion of the goods and to stop any goods in transit;
- c) To cancel any other order or contract we have in place with you;
- d) To demand immediate payment of any outstanding amounts which will thereupon become due and payable.

Return of Goods

- 20.1 Items correctly supplied against a binding order may not be returned for credit without our prior written agreement and you must notify us in writing within 14 days of delivery if you wish to return them. We reserve the right to levy a 20% handling charge and we will not re-credit or reimburse any delivery charges. If, however you return the goods at your own expense in good resale condition, they will be recredited in full excluding any carriage charge on delivery. Goods returned for credit must include the relevant invoice or order number before any credit note can be issued and any wrapping must be intact and unmarked.
- 20.2 Except as otherwise specified in these terms and conditions, we reserve the right to refuse to accept returned goods, and goods correctly supplied cannot be returned if they have been printed, embroidered or otherwise personalised for you or if they are not items we normally hold in stock. Also, goods sold at a reduced price for stock clearance purposes, listed in our online clearance room, are non—returnable. If the goods are defective and in breach of our warranty, Condition 21 will apply.

Warranty

- 21.1 We warrant that on delivery the goods shall be free from material defects in design, material and workmanship.
- 21.2 If you give notice to us in writing that the goods do not comply with this warranty, we are given reasonable opportunity to examine the goods and you return the goods to us (at our request) we will, at our option, repair or replace the defective goods, or refund the price of the defective goods in full.
- 21.3 We will not be liable for any goods failing to comply with the warranty if:
- a) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal conditions; or
 - b) you continue to use the goods after giving notice in accordance with clause 21.2; or
 - c) the defect arises because you failed to follow our instructions in relation to the goods or any other instructions issued in relation to the goods; or
 - d) you alter or repair the goods without our prior written consent; or
 - e) the goods differ from their description because of changes made to ensure they comply with applicable statutory or regulatory standards.
- 21.4 Regardless of the warranty we provide, it is your responsibility to satisfy yourself as to the fitness of the goods for any particular purpose.
- 21.5 Except as provided in Condition 21.2, we shall have no liability to you in respect of the goods' failure to comply with the above warranty.

Liability

- 22.1 Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentations.
- 22.2 To the fullest extent permitted by law, and other than as expressly set out in these terms and conditions, all express and implied terms (including, but not limited to terms implied or imposed by the Sale of Goods Act 1979) in relation to the goods are excluded from the contract.
- 22.3 Subject to Condition 22.1, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any:
- a) loss of profit, loss of revenue or loss of contracts;
 - b) Indirect or consequential loss

arising under or in relation to any supply by us of goods even if we were aware that you might incur such loss

- 22.4 In all other cases, our total liability to you in respect of all other losses arising under or in connection with your order or the goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods.
- 22.5 It shall be your responsibility to ensure that whoever is responsible for the storage, issue or use of any goods supplied by us has all or any information which may be required for health and safety purposes and after delivery of goods supplied by us we shall accept no liability for any subsequent breach of user instructions accompanying them or of any applicable health and safety legislation.
- 22.6 We believe all product information given in both our printed and online publications to be accurate at the time of issue but we give no guarantee as to it and full technical specifications are not necessarily included. No liability is accepted for any error or omission in such publications.

Samples and Colours

- 23.1 If you have purchased samples from us we will, unless otherwise agreed by us in writing, refund the price paid for the samples in full provided they are returned to us carriage paid, unused and within 28 days of delivery.
- 23.2 Where you place an order in reliance upon a sample provided by us, we shall endeavour to ensure that the goods comply with the quality and dimensions of the sample but no responsibility can be accepted for discrepancies between samples and the goods delivered.
- 23.3 No warranty or representation is given or made that the colours shown in any printed or online publication exactly match the colours of the actual products. Colours are only as accurate as the printing or electronic process allows.

Revision of Prices and Specifications

24. We will maintain prices as long as possible but they may be altered without notice. Goods will be invoiced at prices ruling at the date of despatch.
25. In line with our policy of progressive development of our product ranges, we reserve the right to alter specifications without prior notice.

Bulk purchase pricing

26. Where reduced prices are available for bulk purchases, the price shown is the unit price, unless otherwise stated.

Intellectual Property

27. All intellectual property rights in any items created by or provided by us belong to us and will remain vested in us. This includes, without limitation, trademarks, copyright, inventions, designs, catalogues, literature, electronic processes and any other intellectual or industrial property rights of any kind.

Value Added Tax

28. Prices are subject to VAT at standard rate (except on safety boots and helmets supplied for resale or to individuals for their own use).

Third Party Rights Excluded

29. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

Data Protection

- 30.1 We will at all times comply with our obligations under the Data Protection Act 2018 and reference is made to our Privacy Policy (of which a copy is attached) as to our use and protection of any information you provide to us.
- 30.2 Telephone calls may be monitored and recorded for training and quality control purposes and to confirm verbal instructions.
- 30.3 If the buyer is a sole trader or partnership, you agree that any personal data you provide to us may be passed to our credit insurers, reference agencies and information providers, insurance companies, intermediaries and agents and they may keep a record of it and pass it to their customers. The personal data will be used for credit risk assessment and insurance and other related purposes and we may also receive personal data from sources other than you.

Force Majeure

31. We shall not be liable for any failure in the performance of our contractual obligations caused by factors outside our reasonable control. If such factors continue for a continuous period of more than two calendar months either party may by written notice to the other terminate the contract in question.

Guarantee

- 32.1 This condition applies where the buyer is a limited company and a director of it gives a personal guarantee ("the guarantee") as to the performance of its obligations to us.
- 32.2 The guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to us by the buyer under any and every contract which has been or may be created between us including any contract made via our website, and whether subject to these terms and conditions or any other terms and conditions applying to website sales and whether or not such ultimate balance shall be in excess of any credit limit which may have been agreed with the buyer.
- 32.3 The guarantor shall not be discharged or released from his guarantee by any arrangement made between us and the buyer (whether or not made with the guarantor's consent) or by any amendment to or termination of the relevant contract between us and the buyer or by any forbearance or indulgence whether as to payment, time, performance or otherwise which we may grant the buyer with or without the consent of the guarantor.
- 32.4 Also, the guarantee shall not be discharged by any partial performance by the buyer of its contractual obligations nor shall it be affected by any insolvency, liquidation or other incapacity of the buyer or any other person.
- 32.5 Our rights under the guarantee are additional to, shall not be affected by and shall not prejudice any other security or remedy available to us.

Assignment

- 33.1 We may, at any time, assign, mortgage, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations in connection with your order or under the guarantee referred to in condition 32.
- 33.2 You shall not, without our prior written consent assign, mortgage, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations in connection with your order.

Severability, Jurisdiction, Waiver

34. If any of the foregoing terms and conditions or part of them shall be found to be illegal or unenforceable it shall be severed and the remainder of these terms and conditions shall continue in full force and effect.
35. Any contract of which these terms and conditions form part shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
36. Any delay or forbearance on our part in enforcing any right or remedy available to us shall not constitute waiver of it.

Anchor Safety LLP

Anchor House, Chapel Lane, Great Blakenham, Ipswich, IP6 0JZ
(Registered Number: OC380986)

Freephone 0800 328 5028

Email: sales@anchorsafety.co.uk

Bankers: HSBC Bank Plc Ipswich, Sort Code: 40 61 35, Account No. 03005298
Account Name: Anchor Safety LLP

VAT Registration No. 104 3343 20