



BENNETTS TIMBER

Estate Road No 6 ▲ South Humberside Ind Estate ▲ Grimsby ▲ North East Lincolnshire ▲ DN31 2TG

Telephone 01472 350151 ▲ Fax 01472 250053



Timber Importers

Sheet Materials

Merchants

Sawmillers

CREDIT FACILITY APPLICATION - Please answer all questions and return under your business letter paper

| | | | |
|---|-----------------------------------|-------------------------|-------------------|
| 1 | Company name in full | | |
| | Reg. Office Address | | |
| | | Post Code | |
| | Telephone No. | | Years Established |
| | Company Reg. No. | | VAT Reg. No. |
| | Proprietors/Directors | | |
| 2 | Trading Name | | |
| | Address (If different from above) | | |
| | | Post Code | |
| | Telephone No. | | |
| 3 | Under which name | a)will you order? | |
| | | b)will you be invoiced? | |
| | | and to which address? | |
| 4 | Name of Bank | | |
| | Branch Address | | |
| | Sorting Code | | |
| | Account No. | | |
| 5 | Trade References | 1. | 2. |
| | | | |

This application is for a Credit Facility to be opened in my/our name. I/we agree to your terms and conditions set forth in the Standard Conditions of Sale overleaf and understand that credit facilities may be reviewed if payment is not made to you within thirty (30) days from receipt of or invoice date of goods supplied by you. I/we understand that until the facility is granted goods will be supplied on C.O.D terms only.

Signed on behalf of Applicant/Company _____ Date _____

Name (Block Capitals please) _____ Status _____

| | | | |
|---|-----------------------|--|---------------|
| 6 | Delivery Address | | |
| | Acceptable Times/Days | | |
| | Early Closing Day | | Telephone No. |

| | | | | |
|--------------|---------|-------------|-------|-----------|
| Official Use | Ref No. | Date Opened | Finac | Cr. Limit |
|--------------|---------|-------------|-------|-----------|

STANDARD TERMS & CONDITIONS OF EX STOCK & "TO ARRIVE"

Adopted by the Importers Division of the Timber Trade Federation

1. Goods are not tested or sold as fit for any particular purpose and any term warranty or condition express implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Seller's liability (in contract, tort or otherwise) to the Buyer arising out of or in connection with this contract or the goods supplied here under exceed the invoice price of the particular piece(s) concerned. The Seller shall be under no liability for loss or damage or delay howsoever arising by circumstances outside his control.

2. The property in the goods shall not pass to the Buyer has paid to the Seller the whole price thereof. If, notwithstanding that the property in the goods has not passed to the Buyer. The Buyer shall sell the good in such a manner as to pass to a third party a valid title to the goods, the Buyer shall hold the proceeds of such sale on trust for the Seller. The Buyer agrees that prior to the payment of the whole price of the goods the Seller may at any time enter upon the Buyer's premises and remove the goods therefrom and that prior to such payment the Buyer shall keep the goods separate and identifiable for this purpose. Nothing herein shall constitute the Buyer the Agent of the Seller for the purposes of any such sub-sale. Notwithstanding the property in the goods shall not pass to the Buyer save as provided above, the goods shall be at risk of the Buyer from the time of collection by or delivery to him of the goods or alter the expiration of the rent-free period referred to below, whichever is the earlier. Goods will be stored rent free for fourteen days from the date of this contract or the date for collection (if any agreed upon) or the date when the goods are available for collection, whichever is the later, after which the Buyer shall pay rent at the rate charged by the Public Dock Authorities in the area.

Any delay caused by the unreasonable act or default of either party to rail or road transport or craft furnished by the other to be for the account of the party causing the delay.

3. If the Buyer shall fail to make a due payment of all monies due by the Seller on whatever account until all such monies have been paid the Seller shall be entitled to withhold delivery of the goods or any part thereof and during such time the goods shall be deemed to be not available for collection. If the Buyer does or suffers to be done anything which might prejudice his ability to pay the full price he shall be deemed to have repudiated this contract and the Seller may without prejudice to his other rights accept such repudiation without notice as termination thereof. The Buyer shall take delivery or collect goods within the time limit provided for under this contract; in the event that he fails to do so within such a limit the Seller shall be entitled to treat such failure as repudiation of the contract and may without prejudice to his other rights accept such repudiation without notice of termination thereof.

4. Notice of any claim arising out of or in connection with this contract must be given in writing to the Seller within 7 working days from the date when the goods are collected or delivered, failing which all claims shall be deemed to be waived and absolutely barred. In any event the Seller shall be under no liability for shortage or damage unless within 3 days of delivery the Buyer gives written notice of claim otherwise than a consignment note of delivery document to the carrier and to the Seller. The Seller shall be under no liability whatsoever if bulk is broken pending settlement of any claim, or, where the goods collected or delivered include plywood or particle board, if the marked battens on the packages (if any) are not produced with the goods for inspection by the Seller.

5. If it is agreed that the goods be processed the Seller may arrange for such processing to be performed by a third party and in such case in the operation shall be carried out on the Standard Terms and Conditions of the Third party.

6. All sales 'to arrive' shall be subject to shipment and safe arrival. Any variation in the total of the war risk insurance rule or of any charge, tax, levy, duty or impost on the goods shall be for the Buyer's account. Instructions for delivery to be given in time to enable them to be carried out upon arrival. In the absence of such instructions if ordered by the Buyer to rail or road transport or to craft and the Buyer fails to provide same when goods are available the Seller may take such steps as he may in his absolute discretion consider to be necessary to clear the goods and may recover from the Buyer all expenses thereby incurred.

7. If any contract(s) made by the Seller to procure the goods provides for variation of price(s) or for the cancellation of such contract(s) in the event of alteration in rate(s) or exchange and if by virtue of such provision either the price of any of the goods to be paid by the Seller, or the Sterling equivalent thereof is varied or the contract(s) is cancelled then the price(s) of such goods under this contract shall be varied by the same amount or the seller at his option shall have the right to cancel this contract by notifying the Buyer in respect of any goods not delivered to the Buyer at that date.

8. Any variation in the cost to the Seller of effecting delivery of the goods to the Buyer or in charges directly or indirectly affecting the goods which occurs after the date of the contract and prior to delivery of the goods to the Buyer shall be for the Buyer's account, save that if any contract made by the Seller to procure the goods provided for cancellation of such contract in the event of a refusal by the Seller to agree to any variation of the rate of freight and if, by virtue of any such provision such contract is cancelled then the Seller shall have the option of cancelling this contract by notifying the Buyer in respect of any goods not delivered to the buyer at that date.

9. All terms express or implied relating to the quality of goods are warranties only the breach of which gives no right to reject the goods or terminate the contract in any circumstances whatever.

10. All prices quoted are exclusive of Value Added Tax where applicable. Payment for the goods shall be made on or before the date fixed in accordance with terms agreed between the Buyer and Seller for the operation of the account between them; in the event that payment shall not have been made by such date the Seller shall be entitled to recover from the Buyer interest on any outstanding balance at the rate of 5% above the Midland Bank's minimum lending rate for the time being in force for the period from such date until the date of payment.

11. Where these Terms and Conditions in any way conflict with any terms on which the Buyer has purported to purchase the goods, then the provisions of any such terms of the Buyer shall be deemed to be ineffective to the extent that they are inconsistent herewith.

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