

Central Civil Supplies Limited  
Multiforce Works  
Caverswall Lane  
Stoke-on-Trent  
Staffordshire  
ST3 6HP



**APPLICATION FOR CREDIT FACILITIES**

Full trading title .....

Business address .....

Telephone.....Fax.....

Names of Directors/Partners .....

Type of trader Sole trader / limited company /partnership

If Limited Company Company registration number.....  
Registered address .....

Contact name/accounts .....

Bank and trade references Bank:.....  
.....  
Trade 1 .....

Amount of credit required ..... per month

I / we confirm the above to be true and agree to be bound by the Company Conditions of sale,  
(on reverse and copy attached for file)

Signed on behalf of applicant .....Date..... Name (block  
capitals) .....Position.....

Please attach a copy of your Company letterhead.

# CENTRAL CIVIL SUPPLIES LIMITED

# STANDARD TERMS AND CONDITIONS OF SALE

## General

All materials and services provided by the Company are sold or supplied subject to these conditions which will exclude any of the customer's conditions which may be inconsistent with them.

## Variations

The Company shall accept no variation or exclusion of any of the Conditions of Sale unless authorised in writing by a Company Director.

## Administration

The company reserves the right to correct any documentation found to have been processed incorrectly. Any credit notes issued must be taken within 12 months of issue or become void.

## Samples

Any sample or material submitted to the customer is intended to indicate only the substance and the general character of the materials and the Company will not be liable if the colour, the grading or the particle shape of the bulk of such materials or any of their constituents does not correspond with such sample.

## Limits of Quotation

Quotations include only those materials clearly specified. The Company reserves the right to reject an order received later than 30 days after the date of any quotation.

## Passing of risk

Risk or damage to or loss or destruction of the materials shall pass to the customer at the time of their collection by or delivery to the customer or its agents or representatives.

## Retention of title

Where the materials are identifiable:

The Company shall retain ownership of them until it has received full payment for them.

Prior to receipt of full payment the Company may (without prejudice to any of its other rights) retake possession of the materials or any part of them and may enter upon property owned or occupied by the buyer for that purpose.

## Delivery

Collection haulage and delivery of material by the company will be effected during the Company's normal working days and hours. The customer shall pay an additional charge for any such work effected at the customers request on Saturday afternoons, on Sundays, on Bank holidays or otherwise outside the Company's normal working hours. The Company will not be liable for late delivery of materials, or any costs incurred by the customer as a result of late delivery.

The customer shall provide a safe route for the vehicle. The driver of the vehicle has the right to refuse such a route, which in his opinion is not safe for the vehicle, and any such refusal shall not constitute a breach of contract by the Company. The customer shall indemnify the Company against any loss or damage suffered as a result of any failure to provide a safe route as aforesaid.

The customer shall unload the vehicle at the point of delivery and shall provide adequate labour and equipment to unload it expeditiously upon its arrival: and the Company shall show its arrival and departure times on the delivery note. The Company will allow a reasonable time to unload, but if the reasonable time is exceeded a charge can be made by the Company. The Company will not be liable for any damage to materials whilst they are being unloaded.

## Liability

No warning or condition shall be implied or be deemed to be implied by law against the Company and all conditions; warranties and liabilities, which exist either at common law or statute, are hereby excluded. Customers' acceptance of materials shall be taken to indicate his agreement not to make any claim against the Company other than in accordance with Clause 8 hereof. The customer's liability in respect of any claim shall at all times be limited to the free repair or replacement (as the Company shall decide) of materials and the Company shall not be liable in damages for any direct or consequential loss or damage whatsoever.

## Storage

Payment is strictly nett at 30 days and payment in full (including payment of any incurred costs) shall be due on the last day of the month following the month of supply. The Company understands and will exercise its statutory rights to claim interest and compensation for debt recovery costs under the current late payment legislation. Payment on the due date is a condition precedent and failure to pay on such due date shall entitle the Company to cancel any uncompleted option of any contract at its option without prejudicing any right to claim for breach of contract in respect of such uncompleted portion of such contract.

## Price Variation

Prices quoted are based on the Company's total costs at the date of the quotation. The Company reserves the right to alter such prices to the extent of any subsequent price change in such costs at the date of dispatch.

## Packing

If quotations do not include the costs of pallets or other packing materials they will be charged to the customer as extras if they are not returned, at no cost to the Company, within 7 days of their supply.

## Force major

The Company has the right to suspend or cancel supplied materials without any liability whatsoever during any period of prevention or delay attributable to war, to fire, to strike, to lock-out, to combination, workmen, to act of God, to force major, to fog, to inclement weather conditions, to shipping, rail or road delays, to plant and machinery breakdown, to unavailability of materials, to Government legislation or to anything (whether or not ejusdem with the foregoing) beyond the Company's control.

## Termination

If the customer commits any breach of any contract based on these conditions the Company may terminate forthwith and may refuse to supply further materials. In such an event the Company shall not be liable for damages for breach of contract.

PRINT NAME:

SIGNATURE:

DATE: