



# CREDIT APPLICATION FORM TRADE ACCOUNTS

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Oldbury, West Midlands  
B69 2RA

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Accounts • 07788282074  
creditcontrol@trucktyresolutions.co.uk

Please return to Account Department

**TRADE TERMS (unless otherwise notified) 30 days from month end.**

<b>Trading Name</b>		<b>VAT Number</b>	
<b>Business Name</b>		<b>Contact</b>	
<b>Invoice Address</b>		<b>Tel No.</b>	
		<b>Email.</b>	
		<b>Fax No.</b>	
Post Code.....		If your business is not a Ltd Company, please give	
<b>Delivery Address</b>		Name and home address of proprietor(s).	
.....			
.....			
.....Post Code.....			
<b>How long have you traded at this address</b>		<b>Accounts Payable Tel No.</b>	
		yrs	
<b>Company Registration No.</b>		<b>DO WE REQUIRE ORDER NUMBERS YES / NO</b>	

<b>Bank Reference</b>			<b>Trade References (3 required)</b> <small>(where you have been supplied on credit)</small>			
<b>Account No.</b>		<b>Sort Code.</b>	<b>1.</b>			
<b>Address</b>						
			<b>Email:</b>			
			<b>Tel No</b>		<b>Fax No</b>	
Consent: I/we consent to (*please print Bank name).			<b>2.</b>			
.....			<b>Email:</b>			
Providing a bank reference on me/us to Truck Tyre Solutions Ltd on this and subsequent occasions as required.			<b>Tel No</b>		<b>Fax No</b>	
Signed: .....			<b>3.</b>			
Position:.....						
Date: .....			<b>Email:</b>			
<b>***BY AN AUTHORISED BANK SIGNATORY***</b>			<b>Tel No</b>		<b>Fax No</b>	

*A Copy of our Conditions of Sale Can Be Supplied on Your Request*

<b>Amount of Monthly Credit Applied For</b>	£	<b>Any other comments</b>
<b>Signature:</b> .....		
By Signing this document you agree that you have read & understood all Truck Tyre Solutions LTD terms & conditions of sale.		<b>For Office use only</b>
		Credit Limit: Days:
		Authorised By:
<b>Position</b>		<b>TERMS STRICTLY 30 DAYS FROM MONTH END</b>



## CONDITIONS OF SALE



### 1. DEFINITIONS

In these conditions "the Company" means Truck Tyre Solutions Ltd, its subsidiary companies, and those for whom it acts as distributor.

"the Customer" means the person, firm or company from whom an order has been received, to whom a quotation or estimate has been given or with whom the Company has a contract.

### 2. CONDITIONS

These conditions shall form the contract between the Company and the Customer. Notwithstanding anything to the contrary in the Customer's standard conditions of purchase, these conditions shall apply except so far as expressly agreed otherwise in writing by the Company. No servant or agent of the Company has power to vary these conditions orally.

**3. ALL GOODS** are SOLD on a firm sale basis. No returns will be accepted unless they are in perfect condition authorised beforehand and in writing by the Company. Unless invoices specify "Sale or Return" the authorising of returns is at the absolute discretion of the Company. ARN valid for 90 days from date of issue. All returns shall be made at the expense and risk of the Customer. Unauthorised returns will not be credited to the Customer and may be sent back to the Customer in each case at the Customer's expense. Under no circumstances will returns be accepted where goods have been supplied in excess of 12 months previously.

**4. ALL GOODS** are supplied on the basis that the recommended or net retail price is subject to change whether before or after invoice without prior notification.

**5. CLAIMS** for losses in transit, shortages, damaged or faulty goods must be submitted by the Customer to the Company in writing:

- a. in the case of sales to customers in the United Kingdom and the Republic of Ireland within 14 days of invoice.
- b. in the case of sales to Customers outside the United Kingdom and the Republic of Ireland within 28 days of receipt of the consignment or in the case of complete loss within two months of the statement date.

**6. NET BOOKS.** The current standard conditions of sale registered by the Publishers Association under the Restrictive Trade Practices Act 1976 (as amended) will apply to books sold under the Net Book Agreement 1957 (as amended). All books supplied by the Company are Net Books under these provisions unless otherwise specified on the invoice.

**7. NEW BOOKS** and other publications must not be sold or offered for sale to the general public prior to their respective notified publication dates, and are sold subject to their not being re-sold without this condition being part of that sale.

### 8. CARRIAGE COSTS

a. Deliveries outside the United Kingdom and/or Republic of Ireland shall, unless otherwise agreed by the Company in writing, be subject to the payment of charges according to the method of delivery requested by the Customer; if no method is specified then the Company will decide and all charges incurred will be payable by the Customer. All goods supplied to customers in territories outside the UK and Ireland will be shipped on an 'ex-warehouse' basis. The Customer shall be responsible for all duties, levies, imports, taxes or other liabilities arising on the exportation of goods from the UK and importation thereof overseas.

**9. PAYMENT TERMS** are shown on the Statements of Account, and unless otherwise specified by the Company the period of credit commences on the date of the invoice.

The Customer shall pay strictly in accordance with such terms and the Company reserves the right to charge interest on overdue accounts of 4% above Lloyds Bank base rate, accruing daily. The Company reserves the right to terminate this agreement and/or withhold further supplies where the credit period is exceeded, or the Customer is in breach of any of these Conditions of Sale.

### 10. OWNERSHIP

Property in and beneficial ownership of the goods shall remain in Truck Tyre Solutions Ltd (notwithstanding delivery of such goods to the buyer) until the buyer has paid the full price of such goods.

Until such time as the buyer becomes the owner of the goods, the buyer shall mark and keep the goods so as to identify them clearly as the property of Truck Tyre Solutions Ltd.

The risk in the goods shall pass to the buyer as soon as they are delivered by Truck Tyre Solutions Ltd to the buyer's vehicles or his premises or otherwise to his order.

### 11. LIABILITY

Save in respect of liability in respect of death or personal injury arising from negligence the Company will accept no responsibility for any damage caused by the supply of the Goods & services or for the contents howsoever arising

**12.** This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the jurisdiction of the English Courts.