



Midland Vehicle Components Ltd

Oban Road
Longford
Coventry
CV6 6HH

Tel: 024 7664 4255
Fax: 024 7636 4747
E-mail: sales@mvcparts.co.uk

**Application for
the Granting of a
CREDIT TRADING ACCOUNT
form**

Midland Vehicle Components Ltd

CREDIT REQUIRED	Cash	Weekly Cash	30 day cash A/c
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APPLICANT DETAILS

Trading Title: _____

Business Address: _____

_____ Post Code _____

Sales Contact _____ Tel No: _____

Accounts Contact _____ Tel No: _____

Fax No: _____ e-mail: _____

Anticipated Monthly Spend £ _____ Order No. Required ? Yes ☐ No ☐

LIMITED COMPANY DETAILS

Company Registered Name: _____

Registered Office Address: _____

_____ Post Code: _____

Directors Names: _____

Co. Secretary: _____

Co. Reg. Number:

VAT Reg. Number:

SOLE TRADER or PARTNERSHIP

Proprietor Full Name: _____ Partner: _____

Home Address: _____

_____ Post Code: _____

Home Tel No:

VAT Reg. Number:

**MIDLAND VEHICLE COMPONENTS LTD
CONDITIONS OF SALE (MAY 2000)**

1. GENERAL

- (a) These Conditions shall apply to all quotations made and all orders and contracts for the sale of goods ("goods") accepted by Midland Vehicle Components Ltd (hereinafter called "the Company"). Any other items, conditions, warranties or representations, are hereby excluded. Special or additional terms of the Purchaser shall be of no effect unless specifically accepted by us in writing.
- (b) Any variation or addition to these conditions or any contract shall only be binding upon us if in writing accepted and signed on our behalf by a director. In particular, the Company does not recognise any terms and conditions of contract supplied by the Purchaser, unless specifically acknowledged and agreed in writing. Execution of, compliance with, or implementation of orders does not imply acceptance of the Purchaser's terms and conditions. Contracts may be cancelled only with our written consent and on terms which will indemnify us for all loss.

2. MISREPRESENTATION

The company shall not incur any liability nor shall any right accrue to the customer by reason of any misrepresentation arising from:-

- (a) Printing and clerical errors
- (b) Statements in oral, written or other form by third parties accepted by the Company in good faith and repeated by it.
- (c) Oral statements not confirmed by the Company in writing.

3. PRICES

Prices shall be as ruling on the day of despatch unless otherwise agreed. Prices may be increased by the Company to the extent necessary to enable the Company to recover increases in costs incurred by it prior to delivery of the goods. Quotations do not constitute an offer and shall not bind the Company until an order has been placed.

4. WARRANTIES

The following conditions shall apply in the absence of any warranty confirmed by the company in writing:-

- (a) Goods are sold subject to the Conditions of Licence and Sale of the manufacturer/suppliers and are supplied with the benefit of any guarantee or warranty of the manufacturer/supplier.
- (b) Subject to clause 4(a) the Company shall not be liable for breach of any other Conditions or Warranties whatsoever whether implied by statute or otherwise. There shall be no liability whatever for indirect loss or expense (including loss of profit) suffered by the Purchaser arising out of a breach by the Company of this contract.
- (c) In no circumstances whatsoever shall the Company's liability to damages exceed the price of the goods.

5. CARRIAGE AND DELIVERY

- (a) The Company will normally make no charge for delivery by its own vehicles but reserves the right to do so. Where goods are specifically ordered from manufacturer and a carriage charge is made the Company reserves the right to pass on this charge. The Company shall be free to effect delivery by any method of transport at its option. All deliveries shall be to the entrance to the premises specified and the Company shall have no liability whatsoever (including liability for negligence) for any loss damage or injury to any property (including the goods being delivered) or to any person howsoever arising from any delivery beyond such point. The Purchaser shall be responsible for the provision of adequate off-loading facilities for all goods delivered unless otherwise agreed by the Company in writing.
- (b) Every effort is made to adhere to delivery dates when quoted but the Company cannot be responsible for loss or damage arising through failure to deliver on the due date.

6. RISKS AND TITLE

The risk in the goods shall pass to the Purchaser on delivery but until payment in full has been received by us for all goods whatsoever supplied at any time by us to the Purchaser:

- (a) property in the goods shall remain in us and the Purchaser shall hold the goods as bailee on our behalf;
- (b) the Purchaser shall subject to (c) and (d) below store the goods separately from other goods in the possession of the Purchaser;
- (c) the Purchaser shall be at liberty to sell the goods in the ordinary course of business on the basis that all proceeds of sale of such goods are our property for which the Purchaser shall account on demand;
- (d) notwithstanding that property in the goods has not yet passed, the Purchaser may incorporate the goods in or together with any product manufactured or assembled by the Purchaser in the ordinary course of its business. If the Purchaser sells any such product before property in the incorporated goods has passed, it shall do so as our agent, but the Purchaser's liability to account as agent for the proceeds of such sale shall be limited to our invoice value of the goods so incorporated. If, before property in the goods passes, any of the goods are incorporated in or together with any products manufactured or assembled by the Purchaser, the Purchaser shall maintain records sufficient to enable such products to be identified and for the goods so incorporated to be identified, measured or otherwise quantified.
- (e) the powers of the Purchaser referred to in (c) and (d) above shall be determined:
 - (i) written notice to the Purchaser if any payment for any goods whatsoever remains unpaid 14 days after becoming due to us; or
 - (ii) automatically if a receiver is appointed over any assets or undertaking of the Purchaser or a winding-up order is made against the Purchaser or the Purchaser goes into voluntary liquidation or calls a meeting or makes any composition or arrangement with its creditors or commits any act of bankruptcy;
- (f) Under determination of the powers of the Purchaser referred to in (c) and (d) above the Purchaser shall place the goods at our disposal and we shall be entitled to enter upon the premises of the Purchaser and remove any goods including any

goods which may have been incorporated into other products or affixed to the reality. If it is not possible to differentiate between goods supplied and paid for and similar goods supplied and not paid for, then the stock rotation principle of "first-in-first-out" shall apply and the goods remaining in the Purchaser's possession shall be deemed those most recently delivered.

7. DAMAGE IN TRANSIT OR SHORTAGES

Damage or shortage of goods found on delivery must be notified to the company in writing within three days. Failure to do so will free the Company from any liability in this respect. Damaged goods and packing materials must be retained for inspection.

8. RETURNS

Goods specially ordered or made or manufactured cannot be accepted for credit. Goods correctly supplied may only be returned if accompanied by the relevant invoice details. Goods returned after a period of 28 days may only be accepted with the authority of the Branch Manager and will be subject to a 10% handling charge. Old units must be returned as removed from the vehicle within 30 days of purchase and must be clearly labelled quoting the relevant invoice number.

9. REPAIRS

- (a) Whilst every care is taken of the Purchaser's property sent to the Company for repair the Company cannot accept liability for breakages or damage which may arise whilst the goods are in transit for the purpose of repair. Any article returned for repair under guarantee must be clearly labelled as such detailing the fault and the details of the vehicle to which it was fitted.
- (b) In addition to any right of lien to which the Company may in law be entitled the Company shall in the event of the Purchaser's insolvency be entitled to a general lien on all goods of the Purchaser in the possession of the Company (although such goods or some of them may have been paid for) for the unpaid price of any goods sold or delivered to the Purchaser by the Company under the same or any other contract or for repair and the Company shall be entitled to retain possession thereof until payment is made. This shall apply notwithstanding the fact that credit had previously been given for the price of any of the above-mentioned goods.

10. CREDIT ACCOUNTS

The Company reserves the right to withdraw credit accounts without notice and without assigning any reason and to ask for payment in advance or against delivery entirely as the Company may in its absolute discretion think fit.

11. PAYMENT

Sales invoices on Purchaser Ledger Accounts approved by the Company are, unless otherwise stated on the invoice, due for payment on or before the last day of the month following that in which the invoice is dated. It is the Purchaser's responsibility to ensure that payment is made to the company by the due date.

In the event of payment not being received by the due date the Company reserves the right to charge interest on moneys overdue, to suspend deliveries of outstanding material and to terminate any contract with the same Purchaser.

12. ORDERS

Written confirmation of telephoned orders should be clearly marked as such otherwise the Purchaser will be held responsible for any loss or damage caused to the Company should the order be duplicated.

13. CANCELLATIONS

Cancellations of the Purchaser's orders placed with the Company will only be accepted on the clear understanding that the Purchaser will accept liability for any charges and cost involved. If goods have been specially ordered for a Purchaser, any charge made by the manufacturer or supplier to the Company will be passed on to the Purchaser.

14. FORCE MAJEURE

The Company will be excused from liability if performance of the Contract is prevented or hindered by Act of God, War, Government control, restriction or prohibition or any other Government act or omission whether local or national, fire, accident, strike, lockout or any other cause whatsoever beyond the Company's control, and the Company shall not be liable for any direct or indirect loss or damage resulting from any such circumstances.

15. FITNESS

- (a) The Company is not able to determine questions of fitness and it shall be the absolute responsibility of the Purchaser to determine for himself that the goods are suitable and fit for the purpose for which they are bought. The Company will not be liable for loss or damage, thereby arising.
- (b) The Company shall not be liable for loss or damage caused by incorrect or faulty installation of goods supplied.

16. CONTRACTS

- (a) Contracts between the Company and the Purchaser shall be governed and construed in accordance with the laws of England.
- (b) Goods are supplied subject to such other Terms and Conditions as are or may be incorporated in the Company's invoices or supplied with the goods and such Terms and Conditions shall be deemed to be part of these conditions, as if included herein.

17. UNFAIR CONTRACT TERMS ACT

The Company has drawn up these Terms of Business in the light of the Unfair Contract Terms Act 1977 and considers them to be fair and reasonable and its prices are based on contracts made on these conditions. If the purchaser considers these terms to be unreasonable he must inform the company in writing before any contract is made, otherwise he will be deemed to have accepted that the Company's terms are fair and reasonable.

**PLEASE DETACH AND KEEP THESE
TERMS & CONDITIONS IN A SAFE PLACE**

TRADE REFERENCES

Company Name _____

Address: _____

Post Code _____

Telephone no. _____

Company Name _____

Address: _____

Post Code _____

Telephone no. _____

BANK DETAILS

Account Title: _____

Sort Code.

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Account No.

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Bank: _____

Address: _____

Post Code _____

PAYMENT TYPE

Bacs

Cheque

Visa

Cash

Special Interests

Special Requests/Instructions

Declaration

We acknowledge receipt of Midland Vehicle Components Ltd. Terms and Conditions of Sale, as attached to this application, have read them and agree to abide by them as a condition of being granted credit.

Applicant's Signature: _____ Position: _____

Print Name: _____ Date: _____