



APPLICATION FOR CREDIT ACCOUNT

Please complete the application in block capitals and return either by completing online or emailing a scanned copy to admin@majorowen.co.uk. Details received within this form will be processed in accordance with GDPR legislation.

Section 1

INTRODUCTION INFORMATION	
ARE YOU A SOLE TRADER, PARTNERSHIP OR LIMITED COMPANY:	
NATURE OF BUSINESS:	
YEARS TRADING:	
MONTHLY CREDIT REQUIRED (£):	

GENERAL INFORMATION	
FULL NAME:	CONTACT NAME:
REGISTERED ADDRESS:	INVOICE ADDRESS:
	(if different from registered address)
POSTCODE:	COMPANY REG NUMBER:
EMAIL:	VAT NUMBER:
TELEPHONE:	

BANK INFORMATION	
BANK NAME:	ACCOUNT NAME:
BANK ADDRESS:	ACCOUNT NUMBER:
	SORT CODE:
POSTCODE:	

BUSINESS CONTACT INFO		
Sales & Marketing CONTACT: Name:	Telephone:	E-mail:
Parts/Service Contact Name:	Telephone:	E-mail:
Accounts Contact Name:	Telephone:	E-mail:





TRADE REFERENCES:	
PLEASE PROVIDE TWO TRADE REFERENCES:	
SUPPLIER NAME (1)	SUPPLIER NAME (2):
ADDRESS:	ADDRESS:
ACCOUNT NO:	ACCOUNT NO:
TELEPHONE NO:	TELEPHONE NO:
EMAIL ADDRESS:	EMAIL ADDRESS:

MAJOR OWEN CONTACT PREFERENCES	
Please confirm that you are happy for Major R Owen Ltd to contact you by:	
E-Mail:	
Phone:	
Post:	
SMS:	

SECTION 2 – TERMS & DECLARATION

Our payment terms are strictly:

- **Machinery** – 7 days from date of invoice.
- **Parts & Service** – 21st of the month following date of invoice unless separate terms have been confirmed in writing by a director of Major R Owen Ltd.

Non Compliance of these terms will result in credit facilities being withdrawn. Full terms and Conditions are available in appendix.





DECLARATION

- a.** We apply for credit account on the basis of having read and understood the Terms & Conditions of Sale attached and by signing below hereby agree by them in their entirety. Terms and Conditions can also be found on our website: www.majorowen.co.uk.
- b.** We have read and understood Major R Owen's Privacy Policy which details what information is collected, why it is collected and how we use it. Our Privacy policy is also available online.
- c.** We agree to Major R Owen Ltd conducting a credit search with a credit reference agency and that this information will be used to support our request for a credit account. You have the right to request copies of the information and correct it for inaccuracies if needed.

NAME:

SIGNED:

POISTION:

DATED:

Please return the completed original form to either:

Email:

admin@majorowen.co.uk

Post

Major R Owen Ltd, Parc Road,
Penrhyndeudraeth, Gwynedd, LL48 6LS
Telephone: 01766 770261

FOR OFFICE USE ONLY

TRADE REFERENCE 1:

TRADE REFERENCE 2:

COMPANY SPONSOR/COMMENTS:

SALES LEDGER A/C NUMBER:

DATE OPENED:

MAX CREDIT LIMIT:

APPROVED BY:





MAJOR R OWEN LTD: General Terms & Conditions

For the Supply of Goods & Services

1. DEFINITIONS

- 1.1. 'Customer' means the person who buys or agrees to buy the Products from the Supplier.
- 1.2. 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the supplier.
- 1.3. 'Delivery Date' means the date (if any) specified by the Supplier when the products are to be delivered.
- 1.4. 'Products' means the articles that the Customer agrees to buy from the Supplier.
- 1.5. 'Price' means the price for the Products excluding carriage, packing, insurance and VAT.
- 1.6. 'Servicing' means the repair of Products owned by the Customer.
- 1.7. 'Supplier' means Major R Owen Ltd of Hoel Y Parc, Penrhyndeudraeth, Gwynedd LL48 6LS
- 1.8. 'Invoice date' means the due date of the payment, unless agreed otherwise.

2. CONDITIONS APPLICABLE

- 2.1. These Conditions apply to all contracts for the sale of the Products and/or Servicing by the Supplier to the Customer to the exclusion of all other terms and conditions, including any terms or conditions that the Customer may purport to apply under any purchase order, confirmation of order, or similar document.
- 2.2. All orders for Products and/or Servicing are deemed to be an offer by the Customer to purchase Products and/or Servicing pursuant to these conditions.
- 2.3. Acceptance of delivery of the Products and/or Servicing is deemed conclusive evidence of the Customer acceptance of these Conditions.
- 2.4. Any variation to these conditions (including any special terms and conditions agreed between the parties) is inapplicable unless agreed in writing by the supplier.

3. THE PRICE AND PAYMENT

- 3.1. Unless a quotation or tender has been submitted, the price of the Products and/or Servicing is the price ruling at the date of sale or despatch, notwithstanding any price specified in any order acceptance.
- 3.2. If a quotation or tender has been submitted to the Supplier, it will accept orders that are received within the time limit specified and at the price stated in that quotation or tender.
- 3.3. The price of the Products and/or Servicing is subject to the addition of value added and other taxes and the cost of any special packing required by the Customer.
- 3.4. Any increase in costs or expenses arising from any act, or omission of, or any special requirements of, the Customer, or any modifications made at the Customers request may, at the Supplier's option be charges to the customer.
- 3.5. Unless otherwise agreed in writing, all accounts must be paid, at the Suppliers registered office on the invoice date.
- 3.6. Cheque and money orders must be made payable to, or to the order of, the Supplier.





- 3.7. Only the Supplier's official receipt will be treated as valid.
- 3.8. The Supplier is entitled to charge interest on all overdue accounts at a rate of 2.5% per month on the outstanding balance.
- 3.9. Notwithstanding Condition 3.5, the Supplier, without prejudice to its other rights, has the right by notice in writing to the customer to demand immediate payment of all monies due from the Customer to the Supplier for any Products and/or Servicing supplied at any time.
- 3.10. If an account is not paid on or before the date for payment specified in Condition 3.5, any trade discount which the Supplier may have allowed the Customer on the full quoted price will immediately cease to apply and the full quoted price becomes due and payable by the Customer to the Supplier.

4. THE PRODUCTS

- 4.1. The quantity and description of the Products are as set out in the Supplier's quotation

5. WARRANTIES AND LIABILITY

- 5.1. The Supplier warrants that the Products and/or servicing will at the time of delivery correspond to the description given by the Supplier. Except where the Customer is dealing as a consumer (as defined in the Unfair Contracts Terms Act 1977, section 12) all other warranties, conditions or terms relating to fitness for purpose, satisfactory quality or condition of the Products and/or Servicing and whether implied by statute or common law or otherwise, are excluded.

6. DELIVERY OF THE PRODUCTS

- 6.1. Any time or date for the despatch or delivery of Products and/or Servicing or for the completion of work, whether specified in the Supplier's quotation or otherwise, given by the Supplier is an estimate made by the Supplier in good faith but is not binding upon the Supplier, either as a term of the contract or otherwise. The supplier will not be liable for any loss or damage sustained by the Customer in consequence of any failure to deliver within such time, or by such date, or in consequence of any other delay in delivery, however caused.
- 6.2 Unless otherwise agreed in writing, delivery is to the premises specified by the Customer. Subject to condition 5.4, the risk in the Products and/or Servicing passes to the Customer upon delivery.
- 6.3 The Supplier may at its discretion deliver the Products and/or Servicing in instalments and invoice the Customer as if each instalment comprised a separate contact upon the terms of these Conditions of Sale.
- 6.4 If delivery of the Products is declined through any act or omission of the Customer, the Supplier may put the Products and/or Servicing into storage at the Customer's risk and expense.
- 6.5 The supplier is not liable for any loss of or damage to, the Products and/or Servicing whilst in transit unless written notice is given to the Supplier by the Customer:





6.5.1 in the case of loss or damage to Products and/or Servicing delivered to the Customer within 3 days of the date of delivery

6.5.2 in the case of Products and/or Servicing not delivered within 7 days of the date upon which the Customer is notified that the Products and/or Servicing have been consigned for delivery

6.6 If the Customer proves:

6.6.1 that it was not reasonably possible for him to give such notice to the supplier within the appropriate period, and

6.6.2 that notice was given within a reasonable time the Supplier may not rely on the time limits stipulated in this Condition

6.7 The Supplier is not Liable for any loss of or damage to the Products and/or Servicing where the Products and/or Servicing are transported by an outside freight carrier, unless the Customer has complied in all respects, with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.

6.8 Any liability which the Supplier may incur for loss of or damage to the Products whilst in transit will not exceed the invoice value of the Products and/or Servicing and the Supplier will not be liable for any indirect or consequential loss, however caused.

6.9 If the Customer fails to pay any sum payable under these Terms and Conditions to the Supplier on the due date, or has a receiving order in bankruptcy made against him, or makes any arrangement with his creditors, or, being a body corporate, has a Receiver appointed, or if any order is made or any resolution passed for winding up the same, the Supplier may without prejudice to it's other rights:

6.9.1 demand immediate payment by the Customer of all unpaid accounts:

6.9.2 suspend further deliveries:

6.9.3 cancel this and any other contract between the Supplier and the Customer without any liability attaching to the Supplier in respect of such suspension or cancellation:

and

6.9.4 debit the Customer with any loss sustained.

6.10 If the Customer cancels his order, the Supplier is entitled to recover any loss it sustains from him.

7. TITLE AND RISK

7.1. Notwithstanding that risk in the Products passes to the Customer upon delivery, full legal and equitable title and interest in all and any Products remains in the Supplier and does it pass to the Customer until the supplier has received payment in full of all amounts due and owing from the Customer to the Supplier for the time being (including any interest accruing and owing to the supplier) and from time to time in respect of all such Products and all other Products supplied by the Supplier to the customer at any time.

7.2 In Scotland Condition 7 applies in respect only of the unpaid purchase price of the





products

7.3 During such time as title in the products remains in the Supplier, the Customer must store or otherwise keep the products in such a way as clearly

7.4 Not to remove obscure or delete any mark placed on the products by the Supplier which may enable the Products to be identified

7.5 During such time as title in the Products remains in the supplier, the Customer may deal with or use the Products (and other products in which the products are incorporated) as fiduciary bailee of the supplier in the normal course of its business and dispose of the products or such Products by way of bona fide sale at full market value

7.6 If the customer sells any of the products, it must hold all the proceeds of sale as trustee for the supplier and must (until payment of amounts due to supplier) place such proceeds in a separate bank account and hold the same to order of the Supplier, and if the Customer sells any Products incorporating the Products it must hold so much of the proceeds of sale as relate to the Products as trustee for the Supplier and must (until payments of amounts due to the Supplier) place such proceeds in a separate bank account and hold them to the order of the Supplier.

7.7 Upon any such sale by the Customer of the Products, or Products incorporating the Products, all rights which the Customer may have against the purchaser of them automatically vest in the Supplier in respect of any proceedings action or claim of any nature whatever made or brought by any purchaser against the supplier in respect of the Products or any of them

7.8 Without prejudice to any other rights or remedies arising out of any breach of contract by the Customer the Supplier is entitled to reposes all or any products and to take possession of any other goods incorporating such Products upon the happening of any of the events specified in clause 7

7.9 For the purpose of any repossession pursuant to sub-clause 7.6 the Supplier or its agent is entitled to enter upon any relevant land or buildings with such transport as may be necessary. All costs incurred by the Supplier or agent in such repossession must be borne by the customer

7.10 The risk in all products supplied under this Agreement remains with the Supplier during transportation to the customer's place of business. Notwithstanding that title in the Products may not have passed in accordance with the provisions of this clause, the risk in all Products passes to the customer upon delivery of the item concerned to the Customers place of business.

8. PROPER LAW OF CONTRACT

8.1. This contract is subject to the law of England and Wales.

