



CREDIT APPLICATION FORM

REGISTERED NAME OF COMPANY

COMPANY REGISTRATION No..... LTD / PARTNERSHIP / SOLE TRADE / PLC

REGISTERED ADDRESS.....

.....

TEL No FAX No E.MAIL

VAT No.....CONTACT.....

NON-LIMITED COMPANY - NAMES & ADDRESS OF OWNERS/PARTNERSHIP

.....

.....

PARENT/HOLDING COMPANY.....

.....

DELIVERY ADDRESS IF DIFFERENT FROM INVOICE ADDRESS:

.....

..... POST CODE.....

BANKERS.....

ADDRESS.....

.....

ACCOUNT No..... SORT CODE.....

TRADE REFERENCE NAME & ADDRESS.....

.....

TERMS & CONDITIONS:

Payment with first order please, unless previously agreed with a director of Falcon Products Ltd (Cheque, Cash or Credit Card): thereafter 30 days credit upon receipt of credit acceptance.

Carriage £10.00 – Free UK Mainland on orders over £200 ex VAT

Goods remain the property of Falcon Products Ltd until payment is received in full.

Customer Signature.....

Position..... Date.....

Please tick to confirm you have read and agree to the terms & conditions attached

Falcon Products Ltd
Falcon House, Commerce Street, Carrs Industrial Estate, Haslingden, Lancashire. BB4 5JT
Tel: 01706 224790 Fax: 01706 225828
e-mail: info@falconproducts.co.uk www.bake-o-glide.co.uk

Thank you for your co-operation in completing the above details, we look forward to a mutually successful business relationship.

FALCON PRODUCTS LTD
TERMS AND CONDITIONS OF TRADE

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller;
- 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 Seller;
- 1.3 'Delivery Date' means the date specified by the Seller when the goods are to be delivered;
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller;
- 1.5 'Price' means the price for the Goods excluding carriage, packing, insurance and VAT; and
- 1.6 'Seller' means Falcon Products Ltd

2 Conditions applicable

- 2.1 These conditions shall apply to all contracts for the sale and Goods by the Seller to The Buyer to the exclusion of all other terms and conditions including any terms or Conditions which the Buyer may purport to apply under any purchase order, Confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Price and payment

- 3.1 The Price shall be the Seller's quoted price/the price set out overleaf. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Payment of the Price and VAT shall be due on the 30th day of the month following the date of invoice.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 3% above the base rate of Barclays Bank plc from time to time in force and shall accrue at such a rate after as well as before any judgement.

4 The Goods

The quantity and description of the Goods shall be as set out in the Seller's quotation.

5 Warranties and liability

The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

6 Delivery of Goods

Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for the delivery.

7 Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8 Title and Risk

- 8.1 Title shall pass on delivery of the Goods
- 8.2 Risk shall pass on delivery of the Goods

9 Remedies of Buyer

- 9.1 If the Buyer rejects any Goods the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
- 9.2 If the Buyer accepts or has been deemed to have accepted any Goods the Seller shall have no liability whatever to the buyer in respect of those Goods.
- 9.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the goods.

10 Proper law of contract

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