



SOS Stationery Office Supplies Ltd.

Hull

East Yorkshire

HU9 1BY

Tel: 01482 223792

Fax: 01482 216605

E-mail: sales@sos-officesupplies.co.uk

Web: www.sos-officesupplies.co.uk

APPLICATION FOR CREDIT ACCOUNT

All sections must be completed in full.

Please attach a letterhead or compliment slip if possible.

FULL TRADING TITLE:

Please State Title: Sole Trader Partnership Limited Co. Public Services

Invoice Address
Post Code:
Tel:
Fax:
E-mail:
Company Reg.No.

Delivery Address (if different)
Post Code:
Tel:
Fax:
E-mail:

TYPE OF BUSINESS: APPROX. NUMBER OF EMPLOYEES

NUMBER OF YEARS TRADING

Full Name(s) and Address(s) of Proprietor or Partner(s) if not a Limited Company

Name:
Address:
Tel:
Fax:
E-mail:

Name:
Address:
Tel:
Fax:
E-mail:

PLEASE SUPPLY THE NAME OF TWO COMPANIES WE MAY CONTACT FOR A REFERENCE

Company Name:
Contact Name:
Address:
Tel:
Fax:
Value of Monthly Purchases £

Company Name:
Contact Name:
Address:
Tel:
Fax:
Value of Monthly Purchases £

Credit Limit Required £
Estimated Monthly Spend with SOS £
Name and Address of Bank:
A/C No.:
Sort Code:

Ordering / Invoicing Details:
Do you require an order number to be quoted on your orders?
Do you require individual or summarised invoices?
Email address for invoice.
Email address:
We email all our statements please provide an email address
Email address:

Name of Person Responsible for Paying our Account on Time:
Position in Company:
Tel:
Fax:
Email:

Name of Person Responsible for ordering stationery:
Position in Company:
Tel:
Email:

DECLARATION BY APPLICANT SEEKING CREDIT

• I am duly authorised by the applicant business to enter into this agreement on its behalf. We agree that payment of your invoices will be made strictly in accordance with the credit terms stated thereon. We recognise that if payment of your invoices is not made by the due date for payment, it may result in the matter being referred to the Credit Protection Agency for the recovery of the invoice debt; if so, we agree to indemnify you against the costs you occur in referring the matter to CPA to pursue the debt including CPA's current applicable fees for writing to us, any commission payable by you to CPA, all reasonable incidental costs of recovering the debt and interest as applicable.

• I understand that you may authorise a search through credit reference agencies, which will keep a record of that search and may share that information with other businesses. It/they may also make enquiries about the directors/partners as applicable

• I authorise our bankers to provide an option as to our suitability for the requested account SOS Stationery Office Supplies Ltd normal trading terms are 30 days from date of invoice. A copy of our terms and conditions are available upon request.

Form Completed by:

Position in Company:

Signed: **Date:**



TERMS AND CONDITIONS OF SALE

1. **General.** (a) SOS Stationery Office Supplies Limited shall be referred to in these Terms and Conditions as “the Supplier” and the purchaser or proposed purchaser of Goods shall be referred to as “the Customer” (b) all quotations are given and all orders are accepted on these terms, and shall override and exclude any other terms or conditions stipulated or incorporated or referred to by the Customer. The Customer hereby acknowledges that there are no representations outside these terms which have induced him to enter into the Contract and that these terms shall constitute the entire understanding between the parties for the sale of Goods.
2. **Quotations.** Quotations shall be deemed to be withdrawn unless accepted within 30 days.
3. **The Price.** All prices are quoted net of VAT or other taxable charges which will be charged at the rate prevailing at the time of supply.
4. **Payment Terms.** Invoices fall due for payment on the last day of the month following the month of invoice. No variations will be accepted unless agreed in writing by the Supplier. Failure to adhere to these terms or breach of the Suppliers’ Terms and Conditions under this or any other Contract with the Supplier will result in all further deliveries being withheld and at the Suppliers discretion the cancellation of the whole or any part of the Goods remaining undelivered. Funds received shall not be regarded as payment until cleared. In the case of late payment, the Supplier maintains the right to apply interest at a rate of 5% above the National Westminster Bank PLC base-lending rate from the due day for payment until settlement is made in full.
5. **Delivery Dates.** Delivery dates are approximate and are in no way the essence of the Contract. Every endeavour will be made however, to meet the Customer’s delivery requirements, which are accepted in good faith. The Supplier cannot however accept liability for failure to do so. In the event of war, riot, explosion, fire, flood, strike, lockout, shortage of material or labour, or any cause beyond the Suppliers control, delivery may be delayed until the events described are terminated and the situation has returned to normal.
6. **Passing of Title.** (a) Notwithstanding delivery of the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods (including any VAT) and all other goods agreed to be sold or supplied by the Supplier to the Customer for which payment is then due.
(b) Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Supplier's property, but shall be entitled to resell or use the Goods in the ordinary course of its business but if the Goods are sold the proceeds will be placed in a separate account identified as being the property of the Supplier.
(c) Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Supplier shall be entitled at any time to require the Customer to deliver up the Goods to the Supplier and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier but if the Customer does so all moneys owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
7. **Inspection of Goods.** (a) The Customer should inspect the Goods on receipt and within 7 days advise the Supplier of any shortage or defect in either materials or workmanship. If no report is received within the timescale the Customer will be deemed fully to have accepted delivery. (b) In the event that the Customer establishes to the Supplier reasonable satisfaction that the Goods are not in accordance with the Contract (or are defective in materials or workmanship) the Customer’s sole remedy after payment of the whole invoice price in respect of such non-accordance (or defects) shall be limited as the Supplier may elect to the exchange of the Goods or refund of the purchase price against return of the Goods.
8. **Limited Warranty.** The Goods are warranted against failure due to design faults, materials or workmanship, provided that the failure is not due to misuse or operation under adverse circumstances. This warranty is limited to either the replacement of faulty materials or the
return of the purchase price. The duration of the warranty is 6 months from the date of purchase.
9. **Specifications.** Everything in the Suppliers specifications, catalogues, brochures, photographs etc. has been carefully prepared but their accuracy is not guaranteed and the Supplier shall not be responsible for any inaccuracies or omissions in or from such publications. The Supplier reserves the right to change the specifications without prior notice.
10. **Patents, Trade Marks etc.** The Goods are sold subject to the right of any person whether in respect of any patent, trademark, registered design or copyright or otherwise to prevent or restrict the Sale or use of the Goods in any part of the world. The Customer will, in this respect, accept such title to the Goods as the Supplier may have.
11. **Law.** The Contract of Sale, whether verbal or written shall be governed by English Law and the Courts of England shall have sole jurisdiction in respect of any dispute.
12. **Assignment.** The Customer shall not assign the benefit under the Contract without the consent in writing of the Supplier.

Payment Terms: - Payment on the last day of the month, following the month of invoice.

I accept SOS Stationery Office Supplies Limited Terms and Conditions of Sale as detailed above in this document.

I also accept the payment terms detailed above.

Signed _____

Print Name _____ Date _____

Position _____ Company _____

Please return this document to SOS Stationery Office Supplies Limited along with the completed Application of Credit Account form.