

NEW CUSTOMER ACCOUNT FORM

Unit B, Lynx Trading Estate, 19 Sea King Rd, Yeovil BA20 2NZ
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Account No:		Date:	
COMPANY DETAILS			
Company Name:			
Address:			
VAT No:		Registration No:	
Company Director:			
Primary Contact Person:			
Telephone Number:		E-mail:	
BANKING DETAILS			
Bank Name:		Branch Sort Code:	
Account No:			
Address:			
CREDIT REFERENCE			
Trade Reference: (Please list the name and contact details of two companies as trade references) 1) 2)			
See overleaf for Terms and Conditions			
Signature:		Print Name:	
Position in the Company:		Date:	
I have read your Terms and Conditions and agree to trade in accordance with them			Yes
I have read your privacy statement			Yes

WOODFINISHES LIMITED – STANDARD TERMS AND CONDITIONS OF BUSINESS

1. Definitions

1.1. “The Company” shall mean Woodfinishes Ltd, of Unit 19, Sea King Road, Lynx Industrial Trading Estate, Yeovil, Somerset, BA20 2NZ.

1.2. “The Buyer” shall mean the purchaser of the Company’s goods or services.

1.3. “Credit Account” shall mean an arrangement as approved by the Company by which a Buyer may purchase the Company’s goods or services on a credit basis.

2. Prices

2.1. The Company reserves the right to amend any of its prices without prior notice. Orders are accepted on the condition that the Buyer will be invoiced for goods at the price effective on the date of delivery.

3. Value Added Tax

3.1. All orders for goods and services are subject to the standard rate of VAT on the net chargeable invoice value, at the rate applicable at the date of invoice and in accordance with the relevant legislation at date of invoice.

4. Payment

4.1. Payment for goods or services must be made within 30 days of invoice date (the “Due Date”).

4.2. Payment outstanding after the Due Date will be subject to interest in accordance with the Late Payment of Commercial Debts (interest) Act 1998.

5. Credit

5.1. Credit is only available to Buyers who hold a Credit Account.

5.2. The minimum value of an order under a Credit Account is £120.00 exclusive of VAT.

5.3. The Company may at its absolute discretion accept orders of a value less than £120.00 but such orders will incur a charge for transportation to be determined by the Company.

5.4. The Company will at its own absolute discretion set a credit limit for a Buyer’s Credit Account.

5.5. If a Buyer’s unpaid invoices exceed the limit of its credit account all such invoices will become immediately payable with effect from the date the limit is exceeded and this date shall be the Due Date for such invoices for the purpose of Clause 4.2.

5.6. If a Buyer’s unpaid invoices exceed the limit of its credit account the Company may at its own absolute discretion withhold delivery of goods to the Buyer until such invoices (and any interest due under Clause 4.2.) are paid in full.

6. Insolvency

6.1. The Company shall be entitled to cancel any unfulfilled order if the Buyer shall become insolvent.

7. Transfer of Risk and Title

7.1. The risk in goods passes to the Buyer upon delivery.

7.2. Title in goods shall not pass to the Buyer until the Company is paid in full (including payment in full of any and all invoices for other goods for which the Due Date has passed and payment of any interest due under Clause 4.2.).

8. Return of Goods

8.1. The Company will not accept return of goods other than by agreement at its own absolute discretion.

8.2. The Company may at its own absolute discretion levy a handling charge for returned goods of up to 10% of the net chargeable invoice value of the goods.

9. Deficient or Damaged Goods

9.1. In the event that goods delivered to the Buyer are damaged, deficient in quality or not ordered the Buyer must give notice to the Company within 3 working days of receipt, in default of which it will be deemed to have waived any right to reject the goods.

10. Use of goods and Limitation of Liability

10.1. The Buyer agrees and warrants that it purchases any goods from the Company on the basis that it will use them in accordance with the manufacturer’s own advice and recommendations.

10.2. The Buyer agrees that where the Company provides a copy of the manufacturer’s advice and recommendations for goods it does so on an “as is” basis and gives no warranty as to the accuracy of such.

10.3. Where a Buyer uses goods supplied by the Company other than in accordance with the manufacturer’s advice and recommendations the Company shall not be liable to the Buyer for any loss (be it direct, indirect or consequential) arising from such use.

10.4. In all other circumstances the liability of the Company to the Buyer in respect of loss (be it direct, indirect or consequential) arising from the use of goods supplied by the Company shall be limited to the net chargeable invoice value of the goods in question.

10.5. The Company shall not be liable to the Buyer for any loss (be it direct, indirect or consequential) arising from late delivery or non-delivery of goods where such late delivery or non-delivery was caused by an event beyond the company’s reasonable control.

11. Construction, Law and Jurisdiction

11.1. These Terms and Conditions are incorporated into any contract for sale or supply of goods or services between the Company and a Buyer and shall not be varied other than by written agreement between them.

11.2. Any order purporting to be made on the Buyer’s terms and conditions of business shall be deemed to exclude such terms and conditions of the Buyer and shall be deemed to incorporate these Terms and Conditions.

11.3. Any representation made by the company to a Buyer shall be excluded from any contract between them unless it is made in writing by a director of the Company.

11.4. This agreement shall be governed by the laws of England and Wales, and any dispute shall be determined by the courts of England and Wales.