

**BUSINESS CONTACT INFORMATION**

Title:			
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:	County:	Post Code:	
Date business commenced:		Company Registered No:	
Sole Trader:	Partnership:	Limited:	PLC:

**BUSINESS AND CREDIT INFORMATION**

Primary business address:			
City:	County:	Post Code:	
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:	County:	Post Code:	
Type of account:	Account number:	Sort Code:	
Estimated Credit Limit / Month			
Other			

**BUSINESS/TRADE REFERENCES**

Company name:			
Address:			
City:	County:	Post Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	County:	Post Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	County:	Post Code:	
Phone:	Fax:	E-mail:	
Type of account:			

**AGREEMENT**

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorise YCR DISTRIBUTION LIMITED. to make inquiries into the banking and business/trade references that you have supplied.

**SIGNATURES**

Title:	Title:
Date:	Date:

Please complete this form and return to: YCR Distribution Limited. Shaw Cross Business Park. Shaw Cross Court. Dewsbury. WF12 7RF. Fax 01924 438646. eMail: accounts@ycr.co.uk.

**YCR DISTRIBUTION LIMITED.  
TERMS & CONDITIONS.**

**1. Interpretation**

In these Conditions the following words shall have the following meanings

"the Company" means Y.C.R. Distribution Limited. Shaw Cross Court, Shaw Cross Business Park, Dewsbury WF12 7RF.

"these Conditions" means the terms and conditions set out herein.

"this Contract" means any contract to which these Conditions relate.

"the Customer" means a buyer or hirer of any Goods and/or services from the Company.

"the Goods" means all and any goods sold at any time by the Company to the Buyer under this Contract.

"the Services" means all and any services provided at any time by or on behalf of the Company to the Customer.

1.2 References to gender or number shall be a reference to any gender or number as appropriate in any particular context in this Contract

**2. General**

2.1 The Customer acknowledges that these Conditions shall be deemed to be incorporated in any Contract between the Company and the Customer shall take effect to the exclusion of any terms or conditions stipulated by or on behalf of the Customer and shall not be altered or varied except by an express written amendment signed on behalf of the Company.

2.2 The Customer confirms to the Company that no written or oral representations made at anytime by or on behalf of the Company other than as expressly incorporated in these Conditions have in any way whatsoever induced the Customer to enter into this Contract.

**3. Conditions and Warranties**

3.1 The Customer is relying upon its own knowledge, skill and judgement in relation to the Goods and the Company shall therefore be under no liability whatsoever for any knowledge which it, its servants or agents may possess and communicate to the Customer as to the purpose for which the Goods are supplied.

3.2 Where before delivery the Company gives to the Customer an opportunity to inspect the Goods (and such opportunity is exercised by the Customer then the Company shall not be liable for any loss or damage arising from defects that such inspection ought to have revealed.

3.3 The Company shall be under no liability whatsoever for any defect and failure to correspond with the description of or unsuitability for any purpose of the Goods or any part thereof and the Customer hereby waives all conditions, warranties or other terms whether express or implied statutory or otherwise inconsistent with the provisions of this clause which are hereby expressly excluded.

3.4 If it should be held by a Court of competent jurisdiction in relation to any particular contract to which these Conditions apply that clause 3.3 above is not effective then the Customer shall not be entitled to reject the Goods and any Damages recovered by the Customer in respect of any breach of contract by the Company shall be limited to the reasonable cost of remedying the defect or other matter constituting the breach provided that the Company shall first be afforded the opportunity of itself carrying out such remedial work and the Company shall not under any circumstances be under any liability whatsoever for any other loss injury or damage suffered by reason of such breach.

3.5 Deviations in quantity of Goods delivered from that stated in this Contract shall not give rise to a right to reject on the part of the Customer nor shall the Customer have a right to claim for damages for breach of contract but the Customer shall only be obliged to pay at the contract rate for the quantity of Goods delivered.

3.6 Defects in quality or dimension of part of any order of Goods shall not be a ground for cancellation of the remainder of such order.

3.7 Where these Conditions apply and the Customer deals as a consumer for the purpose of the Unfair Contract Act 1977 this clause 3 will be in addition to the statutory rights of the Customer within the meanings of that expression as defined in The Consumer Transaction (Restrictions on Statements) Order 1976 and will in no way affect such statutory rights.

#### **4. Samples and Inspection**

4.1 Notwithstanding that sample goods may be exhibited to and inspected by the Customer such sample goods are so exhibited and inspected solely to enable the Customer to judge for itself the quality of the bulk and not so as to constitute a sale of the Goods by sample.

4.2 The Customer shall take the Goods entirely at its own risk as to their corresponding with the said samples and subject to the normal variation between bulk and sample accepted by the trade.

#### **5. Quotations**

5.1 The Company reserves the right to cancel or withdraw any quotation without notice at anytime before acceptance

5.2 A quotation issued by the Company does not constitute an offer to supply the Goods and any order supplied by the Customer following a quotation issued by the Company shall not be binding on the Company unless and until accepted by the Company in writing.

#### **6. Pricing**

6.1 The price of the Goods excludes delivery and/or transport charges and insurance in transit and further excludes VAT and/or any other tax, duty or levy which shall be added to the amount set out in the Company's relevant invoice and paid by the Customer. Charges in respect of delivery and/or transport costs and insurance if any shall be separately charged.

6.2 All prices quoted are these ruling at the date of the Company's estimate and the Company shall be entitled to increase the price of the Goods to reflect any increase in the cost of raw material., rates of wages, overhead costs, any currency fluctuations affecting the cost of importing materials and/or any other kind of increased costs incurred by it or made to take account of change in exchange rates or any other increased tariffs, import charges or taxes.

6.3 Prices quoted only apply if the full quantity quoted is ordered.

#### **7. Delivery Risk and Insurance**

7.1 Time for delivery is not of the essence of this Contract.

7.2 Estimates as to time of delivery are made by the Company in good faith and every effort will be made to adhere to this but the Company shall not be under any liability whatsoever for the consequences of any delay.

7.3 Delivery to the Customer is complete and effected when the Goods are unloaded from transport to the Customer's premises or on to the Customer's vehicle and the risk then passes entirely to the Customer who shall then be solely responsible for effecting its own insurance.

7.4 The Company reserves the right to charge for storage of the Goods and until delivery of the Goods, such storage shall be wholly at the Customer's risk

7.5 In the event of the Customer not having taken delivery within two months from the end of the stipulated period, the Company reserves the right to rescind this Contract and to recover all and any losses arising therefrom from the Customer

7.6 In any event, no claim in respect to damaged Goods can be admitted by the Company unless notified within three days of the date when the relevant Goods are delivered.

#### **8. Installment Delivery**

Where Goods are to be delivered by installments and/or the Services are to be provided in stages and the Customer either fails to accept delivery and/or allow performance when due or defaults in making payment when due then in either case the Company may cancel any or all subsequent deliveries and/or performances and the Customer shall compensate the Company in full for any loss or expense arising from such cancellation

#### **9. Carriage of Goods**

Where the Company undertakes delivery of the Goods it does not accept responsibility in any way and shall therefore be under no liability whatsoever for any damage, shortage or loss in transit unless the damage, shortage or loss is notified in both to the Company and to the carrier within 24 hours of receipt of the goods (or such lesser period as the carrier's terms may provide) or the scheduled date of receipt and the Goods have been handled by the Customer in accordance with both these Conditions and the

carrier's conditions of trade.

## **10. Passing of Property**

10.1 The Goods shall remain the Company's property until the Customer has paid for them in full. Until that time the Customer shall hold the Goods as bailee store them in such a way that they can be identified as the Company's property and shall keep them separate from the Customer's own property and the property of any other person.

10.2 Although the Goods remain the Company's property until all of them are paid for, they shall be at the Customer's risk from the time of delivery (in accordance with clause 7.3 herein) and the Customer shall insure them against loss or damage accordingly

10.3 The Customer's right to possession of the Goods shall cease if:-

10.3.1 The Customer has not paid for the Goods in full by the expiry of any credit period allowed by this Contract; or if

10.3.2 The Customer is declared bankrupt or makes any proposal to its creditors for a composition or other voluntary arrangement or if

10.3.3 A receiver, liquidator or administrator is appointed in respect of the Customer's business

10.4 On cessation of the Customer's right of possession of the Goods in accordance with this clause, the Customer shall at his own expense make the Goods available to the Company and allow the Company to repossess them.

10.5 The Customer hereby grants the Company, its agents and employees an irrevocable license to enter any premises where the Goods are stored in order to repossess them or inspect them at any time and also an irrevocable license to dismantle (or take any other steps as are necessary in relation to) any item whatsoever of which the Goods are now constitute part.

## **11. Payment and Credit Terms**

11.1 Payment for the Goods is due within 30 (thirty) days from the date of their despatch.

11.2 Where credit terms are agreed, the Company may at its absolute discretion cancel this Contract at any time after acceptance if in its opinion the Customer's credit rating is unsatisfactory or if the Customer is in excess of the Company's published or agreed credit terms the Company shall be under no liability whatsoever arising out of any such cancellation.

11.3 Whilst any monies remain unpaid under this Contract after the due date for payment, the Company reserves the right to refuse to commence or continue with any subsequent or prior order from the Customer and the Company shall be under no liability whatsoever for any such refusal.

11.4 The Company shall be entitled to charge interest at the monthly rate of 4 per cent above the base rate from time to time of HSBC Bank Plc on all overdue accounts from the due date for payment until the actual date of payment.

11.5 The Company shall be entitled to bring an action in respect of the price of the Goods whether or not the property in the Goods has passed to the Customer and shall, also be entitled to recover any legal costs and any other costs and disbursements whatsoever incurred in recovering payment due under this clause 11 and which not made in accordance with the time period stipulated in sub-clause 11.1 above.

## **12. Liability**

12.1 The Company's total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the contract price payable under this Contract.

12.2 Under no circumstances does the Company accept any liability:-

12.2.1 For any loss or damage to Goods or materials after they have left the Company's premises, unless delivered by transport provided by the Company. In any event, notice of any damage shortage or fault in relation to the Goods must be given to the Company and to the carriers concerned immediately upon delivery. Non delivery of any of the Goods must be notified to the Company and to the carriers within 24 hours of dispatch; and

12.2.2 For any consequential loss, damage or injury to property or persons directly or indirectly attributable to either the Goods any materials or any works supplied or carried out by the Company.

12.2.3. For loss arising out of the loss or corruption of data held on any Goods or other equipment belonging to or in the possession of the Customer.

### **13. Force Majeure**

13.1 The Company shall be under no liability whatsoever whether for late delivery of or failure to deliver the Goods or otherwise to the extent that such failure results from any cause beyond the control of the Company including without limitation acts of God, fire, flood, embargoes, labour troubles, war, inability to obtain materials, equipment, transport or services of supply. Upon the happening of such an event the Company shall notify the Customer thereof and shall be relieved from any liability arising but the Customer shall be liable to pay to the Company any costs which the Company may have incurred directly or indirectly prior to the happening of such event and any repayments which may have been made to the Company under this Contract shall be applied towards satisfaction of such sums.

### **14. Accuracy**

While the company believes the information in its publications to be accurate and reliable, it accepts no liability in negligence or otherwise whatsoever in respect of any inaccuracies or omissions in any such information or of any consequences whatsoever arising from or in connection with the use of such information.

### **15. Website Use & Links**

15.1 Access to and use of the Sellers websites are subject to these Terms and Conditions. The Buyer agrees that use of these website services is entirely at the risk of the Buyer.

15.2 By using the Sellers websites the Buyer agrees not to attempt to undermine the web site's functionality and integrity

15.3 The Sellers websites may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

### **16. Data Protection**

We are using the information we hold on you to keep you informed about new YCR products and services, which we hope you will find of interest. However, if you do not wish to receive any further information from us, please let us know by contacting the Sales department at YCR Distribution by writing to us at Shaw Cross Business Park, Dewsbury WF12 7RF, or faxing 01924 438646, or telephoning 01924 438660.

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