

Credit Account Application Form

Complete and return to:

Unit 2a, Canterbury Industrial Park,
Hersden, Canterbury, Kent, CT3 4HQ

t. 01227 712 322

e. HTS.Accounts@harmonytimber.co.uk

harmonytimber.co.uk

Business/Trading Name:

Business/Trading Address:

Postcode:

Telephone No:

Fax No:

Mobile No:

Contact Email Address:

Initial Monthly Credit Required:

Type of Business: ☐ Public Limited Co. ☐ Private Limited ☐ Sole Trader ☐ Partnership ☐ LLP

Company letterhead enclosed with this application form:

Do you wish to receive statements/invoices by email: ☐ Yes ☐ No

Email address for invoices/statements:

Name of contact re: statement/invoice queries:

Do you require all goods to be supplied against an official order number? ☐ Yes ☐ No

Have any of the directors, owners or partners of this business
held any other credit accounts with Harmony Timber Solutions UK Ltd? ☐ Yes ☐ No

Limited Companies only

Co. Registration No:

Date of Incorporation:

Parent Company:



Sole Traders/Partnerships - Home address(es) of proprietor/all partners**Full Name:** **Date of Birth:** **Home Address:** **Full Name:** **Date of Birth:** **Home Address:** **Trade References:** **For Office Use Only****Company Name:** **Years known** **Company Address:** **Current credit limit** **Telephone No:** **Payment history** **Company Name:** **Years known** **Company Address:** **Current credit limit** **Telephone No:** **Payment history**

We/I hereby apply for a Trade Credit Account and agree to pay the account by 30 days from invoice date in accordance with the conditions of sale, and being a Director/Directors of the applicant Company, jointly & severally guarantee performance of all the Company's financial obligations to Harmony Timber Solutions UK Ltd, including any financial obligation arising from any increase in credit limited granted, from time to time following the review of the applicant company's account. We also acknowledge and accept your terms & conditions of sale which will apply to all orders placed. Must be signed by a director, partner(s) or proprietor of the business.

Signed**Print Name:****Date:****Signed****Print Name:****Date:**

FOR OFFICE USE ONLY**Company report obtained:** **Report Credit Limit Recommended:** **Bank reference received:** **References sent:** **References returned:** **Credit limit granted:** **Approved by:** **Date:** **Customer advised:** 

Conditions of Sale - Harmony Timber Solutions UK Ltd

1. Definitions

(a) 'The Seller' means the supplier of the goods.

(b) 'The Purchaser' means the person, firm or Company supplied with the Goods by the Seller.

(c) 'Goods' means the goods, materials and/or other items to be supplied pursuant to the Contract.

(d) 'The Contract' means the contract for sale and purchase of the Goods made between the Seller and the Purchaser to which these conditions apply and which shall include any order issued thereunder.

2. Scope of Conditions

These conditions apply to all contracts for the sale of goods by the Seller and shall prevail over any inconsistent terms or conditions referred to in the Purchaser's order or in correspondence or elsewhere unless specifically agreed in writing by a Director, the Secretary or a Manager on behalf of the Seller and any conditions or stipulations to the contrary are hereby excluded or extinguished.

3. Quotations

Unless expressly stated to be otherwise a quotation is not a tender but is merely an invitation to the Purchaser to place any order. All quotations are therefore subject to confirmation by the Seller upon receipt of the Purchaser's order and no contract shall exist until such confirmation is given.

4. Prices

Except where a contract is expressly stated to be a fixed price contract the prices payable for the Goods shall be those charged by the Seller at the time of despatch so that the Seller shall have the right at any time to revise quoted prices to take account of

increases in costs including (without prejudice to the generality of the foregoing) costs of acquisition of the Goods or any part thereof, raw materials, carriage, labour or other overheads, increase or imposition of any tax, duty or other levy and any variation in exchange rates.

5. Title

Title to the Goods shall only pass to the Purchaser upon payment in full of the invoice price, but the goods shall be at the Purchaser's risk from the date of delivery of the Goods to or to the order of the Purchaser.

6. Terms of Payment

(a) Unless otherwise expressly stated by the Seller in writing payment terms are strictly nett cash payable not later than the last day of the month following the month of delivery of the Goods. Interest shall be payable on overdue accounts at the rate of 5 per cent over the base lending rate of the current Euribor rate to run from the due date for payment thereof until receipt by the Seller of the full amount whether or not after judgement.

(b) The Seller reserves the right to repossess any of the Goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Purchaser hereby grants an irrevocable right and license to the Seller's servants and agents to enter upon all and any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract throughout the happening of any of the events specified in Condition 12 or otherwise and without prejudice to any rights of the Seller thereunder.

7. Delivery

(a) Unless otherwise expressly agreed by the Seller in writing any times quoted for delivery, erection or completion are estimates only and time shall not be of the essence of the Contract in this respect. Delay shall not render the Seller liable to any claims for damages either direct or indirect.

(b) In the event of the Purchaser without justification returning or failing to accept any delivery of the Goods in accordance with the Contract the Seller shall be entitled at its option either to deliver and invoice the Purchaser for the balance of the Goods then remaining undelivered or to suspend or cancel further deliveries under the Contract. The Seller shall be entitled to store at the risk of the Purchaser any of the Goods which the Purchaser refuses or fails to accept and the Purchaser shall in addition to the invoice price pay all costs of such storage and any additional costs of carriage incurred as a result of such refusal or failure.

(c) Where the contract or any order involves more than one delivery and default in payment on the due date (either under the Contract or under any other contract made between the Seller and the Purchaser) the Seller shall have the right to suspend all or any further deliveries by notice in writing to the Purchaser.

8. Specification by the Purchaser

The seller shall on request manufacture to the Purchaser's drawings, designs, bill of quantities or specifications but will not accept responsibility for any inaccuracies or for faulty design therein. The Purchaser shall indemnify the Seller against any claims for damages and costs and against all liability in respect of any infringement or alleged infringement of patent rights or registered designs resulting from the Seller's compliance with the Purchaser's instructions express or implied.

9. Liability

(a) The Seller shall not be liable for any shortage in quantity delivered nor for any defect in the quality, nature or condition of the Goods nor for non-compliance with any specification unless a claim in writing shall have been received by the Seller from the Purchaser within 3 days of delivery of the goods.

(b) In the event of any shortage defect or non-compliance as aforesaid the Seller shall subject to Condition 9 (a) make good the shortage and/or as appropriate replace or repair free of charge any Goods found to be defective.

(c) Subject to the foregoing all conditions or warranties implied by statute common law or otherwise in relation to the Goods are hereby excluded and the Seller shall be under no liability to the Purchaser for any loss, damage or injury direct or indirect.

(d) In no circumstances whatever shall the Seller's liability to the Buyer's arising under or out of or in connection with this contract or the supply of goods thereunder and whether in Contract or otherwise exceed the invoiced value of the Goods.

10. Force Majeure

The Seller shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of the Goods by the Seller being prevented, hindered or delayed by reason of circumstances whatsoever which are outside the control of the Seller.



11. Licences and Consents

It shall be the responsibility of the Purchaser to ensure that all necessary permissions are obtained under the Town and Country planning acts or other statutes, regulations or bye-laws and the Purchaser shall be responsible for any fees or charges payable in connection therewith and shall indemnify the Seller and its employees and sub-contractors against all liability in connection therewith.

12. Termination

If the Purchaser shall commit any breach of this Contract or becomes insolvent or commit any act of bankruptcy or (being a Company) go into liquidation or have a receiver appointed of its undertaking the Seller may stop any Goods in transit and suspend other deliveries and by notice in writing to the Purchaser may forthwith determine the Contract without prejudice to the provisions of Conditions 6 (a) and to any existing claim.

13. Sub-Contractors

The Seller reserves the right to sub-contract the whole or any part of the work included in the Contract and any such work shall remain subject to these conditions.

14. Value added Tax

All quoted prices are exclusive of Value Added Tax which will be charged at the appropriate rate when invoicing.

15. Waiver

The failure on the part of either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such rights nor operate as to bar the exercise or enforcement thereof at any time or times thereafter.

16. Governing Law

The Contract shall be governed by and construed and interpreted in accordance with the laws of United Kingdom and Republic of Ireland.

Bank Account Payment Details

Harmony Timber Solutions UK Ltd: Account Number: 20104060 Sort Code: 30-95-45

Terms and Conditions

E & O.E. All orders based on our quotations are subject to acceptance by Harmony Timber Solutions UK Ltd.

Data Protection

We will make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with other businesses. In some instances we may also make a search on the personal credit file of principal directors. Should it become necessary to renew an account then again, a credit reference may be sought and a record kept. We will monitor and record information relating to your trade performance and such records will be available to Credit Reference Agencies who will share that information with other businesses when assessing application for credit and fraud prevention.

Here at Harmony Timber Solutions UK Ltd, we are fair and transparent about everything we do including how we collect your data and then what we do with your data. We understand it's important that you feel confident in our ability to process your personal data securely. We want you to be 100% content with how we handle your information or you want to see the information we've got on you, please just get in touch. Our Privacy Notice outlines of what sort of data we collect, why we collect it, how and when we process it and destroy it. If you'd like to see this information in more detail please refer to our Data Protection Policy and Privacy Policy, both of which can be found at <https://harmonytimber.com/privacy-policy-cookies/>

