



## APPLICATION TO OPEN A CREDIT ACCOUNT

Name \_\_\_\_\_ Tel \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Name of person responsible for paying Accounts

\_\_\_\_\_  
\_\_\_\_\_

Post Code \_\_\_\_\_ Amount of Credit Required: \_\_\_\_\_

Type of Business:  Self Build  Trade  Other \_\_\_\_\_

VAT No. GB \_\_\_\_\_ IE \_\_\_\_\_

Name and address of two trade referees with whom you trade to the value of the credit now being sought.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree to conduct my account within the Terms and Conditions of Sale and Delivery which have been brought to my attention and which are printed overleaf and certify that the information given above is correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

How did you hear about us?

- Magazine \_\_\_\_\_  Internet  
 Newspaper \_\_\_\_\_  Recommendation  
 Other \_\_\_\_\_

Please return the form using one of the following options;

- Fax **028 6632 9312**
- Email [info@frcathcartltd.com](mailto:info@frcathcartltd.com)
- Post **F.R. Cathcart Ltd, Breandrum, Tempo Road, Enniskillen, BT74 6HR**

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### For Office Use

Customer Approved \_\_\_\_\_ Credit Limit \_\_\_\_\_

Date \_\_\_\_\_ Other Information \_\_\_\_\_

Account No. \_\_\_\_\_

**BANK APPLICATION FORM**

PRIVATE AND CONFIDENTIAL

Date: \_\_\_\_\_

To the Manager at: \_\_\_\_\_ Bank

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Enquiry From: \_\_\_\_\_

Branch Address: \_\_\_\_\_

\_\_\_\_\_

Contact Email: \_\_\_\_\_

**We request your opinion as to the means and standing of:**

Name of customer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Account Number: \_\_\_\_\_

And his/her/their/its trustworthiness in the way of business to the extent of: \_\_\_\_\_

\_\_\_\_\_



**CUSTOMER CONSENT** \_\_\_\_\_

I/We \_\_\_\_\_ consent to \_\_\_\_\_ Bank providing a reference to

**FR Cathcart Ltd** at the address above an I/we authorise you to debit my/our account with such charges as may be appropriate.

## CONDITIONS OF SALE

(Revised 01/06/1998)

In these conditions "the company" means F. R. CATHCART LTD.  
(Registered Office: BREANDRUM, TEMPO ROAD, ENNISKILLEN, BT74 6HR.)

### CLAUSE 1. PRECEDENCE

1.1 Unless otherwise agreed in writing by the Company these conditions, which supersede any earlier versions, shall override any terms or conditions stipulated, incorporated or referred to by the Buyer whether in negotiations, correspondence or orders.

### CLAUSE 2. PRICES & QUOTATIONS

2.1 Quotations are an offer to Supply but we reserve the right to withdraw or amend the same at any time (i) prior to acceptance of the Buyer's order following any quotation and (ii) after acceptance in respect of any obvious mistake or omission by the Company.

2.2 Quotations are valid for 30 days from date of issue unless previously withdrawn or otherwise stated therein. Orders based on quotations, or otherwise, form an offer requiring acceptance by the Company in writing to constitute a contract.

2.3 Quotations are based on quantities stated therein and any alteration in quantity may result in a price revision.

2.4 The Buyer shall satisfy himself as to the correctness of any quantities of materials estimated by the Company, at the Buyer's request, or quantities "taken-off" plans, drawings, schedules, etc. The Company accepts no responsibility for this sufficiency or otherwise or any liability for additional materials required or items omitted from detailed quotations/estimates, etc.

2.5 All prices, quotations and estimates are subject to stock availability.

2.6 Prices are exclusive of Value Added Tax (unless expressly stated to the contrary) which will be added at the rate(s) current at tax point date.

2.7 Prices issued by the Company are given in good faith, but are subject to variations in the cost of materials, labour and associated costs.

### CLAUSE 3. TITLE TO GOODS

3.1 Goods remain the property of the Company until paid for in full and the Company reserves the right to repossess any goods in respect of which payment is overdue and for this purpose the Buyer hereby grants an irrevocable right to the Company to enter with or without vehicles upon any premises upon which goods may be.

3.2 Risk shall pass at time of delivery or collection and the Buyer should arrange for insurance cover and security.

### CLAUSE 4. PAYMENT

4.1 The Settlement date will be shown on the invoice(s) but is normally on the last working day of the month following receipt of goods.

4.2 Any settlement discount (if offered by the company) will be shown on the invoice(s) and may be deducted if payment in full is received at the Company's offices on or before the settlement date.

4.3 Settlement discount will become payable in full if the buyer's invoice(s) becomes overdue and an account will be rendered by the Company and interest added from the date of the invoice(s).

4.4 Irrespective of the fact that the Company has subsequently or still is supplying goods to the Buyer on credit, the Company reserves the right to charge compound interest on overdue invoices at 2% above the current bank rate (calculated from the date of invoice).

4.5 All and any charges incurred by the Company in the recovery of overdue monies of a solicitor, authorised debt collector or the courts will be payable by the Buyer.

4.6 Variation, at the Buyer's request, of the agreed delivery date will not alter the due Settlement date and goods prepared or reserved against the Buyer's order will be invoiced on the contracted delivery date.

4.7 Any query concerning accounts should be notified, in accordance with Clause 8, failing which the Company will look for payment of all due invoices with any queries being resolved at a later date. Where unresolved queries remain, the undisputed balance should be paid to avoid interest charges on overdue undisputed balances.

4.8 If any payment becomes overdue, or if the Company has reason to believe that the Buyer may be unable or unwilling to pay for the goods, the Company reserves the right to suspend or stop deliveries and to withdraw or restrict credit facilities until all monies due to it by the Buyer have been paid.

**CLAUSE 5. WARRANTY & LIABILITY**

- 5.1 Goods are not tested and no warranty is given or shall be implied that goods are sold as suitable for any particular purpose.
- 5.2 In no circumstances whatsoever shall the Company's liability to the Buyer exceed the invoice price of the particular item(s) in regard to which a complaint is made. The Buyer shall keep the Company indemnified from all claims, costs and demands whatsoever and by whomsoever made or preferred.
- 5.3 The Company will not accept any liability for consequential loss arising from faulty materials supplied or faulty workmanship or delay in deliveries or any other cause.
- 5.4 Force Majeure. The Company will be released from all liability to the Buyer if performance of the contract is delayed or prevented by any cause whatsoever beyond the Company's control.
- 5.5 All illustrations, drawings, catalogues, etc are of an informative nature only and do not form part of the specification unless expressly incorporated in writing.

**CLAUSE 6. DELIVERY**

- 6.1 Delivery of all orders will be as close to the customer's requirements as practicable. Notwithstanding any delay, however, orders will remain valid and binding and cannot be cancelled by the Buyer for this reason.
- 6.2 The Company shall not be liable for loss or damage resulting from delay in delivery of the goods howsoever caused. Time for delivery shall not be of the essence and the Buyer shall not serve upon the Company any notice making time for delivery of the essence. The Company will reject penalties for non-delivery or delays in delivery.
- 6.3 Where goods are requested for delivery on site, delivery shall be made to a place on a good hard road nearest to the site and the Buyer shall be responsible for unloading goods.

**CLAUSE 7. CANCELLATION**

- 7.1 Cancellation will only be accepted on condition that the goods are paid for at a price proportionate to the stage in preparation or assembly which has been reached and liability is undertaken, by the Buyer for any commitments of materials or special tooling ordered by the Company.
- 7.2 The Company shall be entitled to suspend or cancel deliveries and/or work under any contract between the Company and the Buyer if any payment due from the Buyer is not made on its due date.

**CLAUSE 8. CLAIMS & QUERIES**

- 8.1 The Buyer shall carefully examine goods, upon receipt, for any damage, shortages and/or discrepancies and advise the Company immediately.
- 8.2 Notice of any claim must be given in writing (giving consignment references) within 3 working days from the day when goods are collected or delivered.
- 8.3 Account queries must be submitted, in writing, within 14 days of receipt of invoice.
- 8.4 Claims not made in accordance with 8.1 to 8.3 shall be deemed to be waived and absolutely barred.

**CLAUSE 9. RETURNED GOODS**

- 9.1 It is the Buyer's responsibility to transport the goods to our store and to obtain a Returns Note in evidence.
- 9.2 Credit Notes are issued subject to acceptance and approval of Returns Note (which only acknowledges receipt of goods at our store).
- 9.3 Returned goods must be accompanied by invoice and/or advice note references issued at time of despatch.
- 9.4 Non-stock items (which have been supplied correctly) will only be accepted, for credit after approval has been obtained from the manufacturer/supplier.
- 9.5 Any returned goods (and packaging as supplied) must be in perfect condition.
- 9.6 No goods can be returned after 2 months from date of despatch.
- 9.7 Perishable goods must be returned at least 1 month before manufacturer's recommended expiry date.
- 9.8 Credit notes for returned goods correctly supplied will be subject to a handling charge of at least 10%.
- 9.9 An additional handling charge of 10% will be levied when the Company is requested to transport the returned goods to store.
- 9.10 The Company reserves the right to refuse to credit any item(s) which were correctly supplied.