

Coastal

Building Supplies

Head Office - Unit 2, Sizewell Crossing, Leiston, Suffolk IP16 4LW T: 01728 833453 E: leiston@coastalbs.co.uk

APPLICATION FOR CREDIT ACCOUNT

PLEASE COMPLETE SECTION 1,2 OR 3 ONLY

1. PRIVATE INDIVIDUALS

Name: _____ Occupation: _____
Address: _____ Tel No: _____

Mobile No: _____

Postcode: _____ DOB: _____
Email: _____
Previous addresses held in last 3 yrs: _____

PLEASE SUPPLY 2 FORMS OF ID, PHOTO ID AND UTILITY BILL

2. REGISTERED COMPANY

Reg. Name: _____ Reg. No: _____
Reg Address: _____ Tel No: _____

Postcode: _____ Date Trading
Commenced: _____
Email: _____
Trading Address: _____ Tel No: _____

Postcode: _____ Mobile No: _____
Email: _____

FORM TO BE SIGNED ON REVERSE BY DIRECTOR OR COMPANY SECRETARY ONLY.

3. PARTNER/SOLE TRADERS

Name (1) _____	(2) _____	(3) _____
Private		
Address: _____	_____	_____
_____	_____	_____
Postcode: _____	_____	_____
DOB: _____	_____	_____
Previous addresses held in last 3 yrs: _____		

Trading	Date Trading	
Name: _____	Commenced: _____	
Trading	Tel No: _____	
Address: _____		
_____	Mobile No 1: _____	
Postcode: _____	Mobile No 2: _____	
Email: _____		

PLEASE SUPPLY 2 FORMS OF ID, PHOTO ID AND UTILITY BILL FOR EACH PERSON LISTED

I/we _____ consent to my bankers as detailed below to allow Coastal Building Supplies, Unit 2, Sizewell Crossing, Leiston, Suffolk IP16 4LW, to obtain a reference to my account

Signed: _____

Sort Code: _____ Bank: _____

Account No: _____ Address: _____

Account Name: _____

5. CREDIT ACCOUNT DETAILS

Credit Required Per Month:

£

Do you require a regular visit from our Sales Representative?

YES NO

Would you like us to quote your order number if we are given it?

YES NO

Statements, invoices and credit notes are sent via email. *Please tick this box if you do not want to receive them this way.*

Finally - in applying for a credit account - please state any person within our company that you have made contact with prior to this application

"I/We have read and accept your Terms of Payment and conditions of Sale and consent to the collection and use of information described in the paragraph below, and being an authorised signatory of the company, do agree that payment of all accounts will be received by you on or before the last working day of the month following the date of invoice/supply whichever is the earlier."

Signature: _____ Name: _____ Title Position: _____

For and on behalf of: _____ Date: _____

Signature: _____ Name: _____ Title Position: _____

For and on behalf of: _____ Date: _____

Signature: _____ Name: _____ Title Position: _____

For and on behalf of: _____ Date: _____

**** PLEASE RETURN THE ORIGINAL FORM TO THE HEAD OFFICE ****

"Coastal Building Supplies may make searches both now and in the future with a credit agency which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors of a company with a credit agency. Copies of any such searches will remain on your credit reference file with any such agencies and may be seen by other people using their services. We will both now and in the future monitor and record information relating to your performance and payment history and such records will be made available to credit reference agencies, who may share it with other businesses in assessing applications for credit and the prevention of fraud."

BRANCH USE ONLY

Account No:	Rep. No	Monthly Credit:	Depot:	Cust Type:	Authorised by:	Date:
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PLEASE NOTE:

THIS COPY IS FOR YOUR RETENTION - PLEASE DETACH PRIOR TO RETURNING APPLICATION

TERMS AND CONDITIONS OF SALE

The general terms and conditions of sale below apply to Coastal Building Supplies Ltd hereinafter called Coastal.

1. GENERAL

These terms and conditions which supersede all previous conditions, shall apply to all trading between Coastal and the customer. Acceptance by Coastal of an order is conditional upon acceptance by the customer of the following conditions which override all other terms or conditions inconsistent therewith, express or implied. No variation of these conditions shall be binding upon Coastal unless previously agreed by Coastal in writing.

2. PRICE

A fixed price will not normally be quoted but if it is, the price is subject to variation for an increase in cost of materials, haulage or in rates of wages being made in the trade after the date of the quotation. All quotations are made at the price applicable to the quantities specified in the quotation. In the event of an order for the quantities specified in any quotation not being placed with Coastal the right is reserved to revise the prices for the quantity of goods actually supplied.

3. PAYMENT

- (a) Unless the sale is for cash, accounts are due for payment by the last day of the month following the date of delivery. Receipts will only be recognised if on a Coastal printed form.
- (b) Coastal reserve the right to refuse to execute any order or contract if the arrangements for payment or the customer's credit are not satisfactory to Coastal. In the case of nonpayment of any account when due or in the case where there shall be any default or refusal on the part of the customer to take due delivery of any goods or in the case of death, incapacity, bankruptcy or insolvency of the customer or when the customer is a limited company in the case of liquidation or the appointment of a Receiver, Administrative Receiver, Administrator or nominee under a voluntary arrangement with creditors, then the purchase price of all good and/or work invoiced and/or delivered by Coastal to the customer to date shall immediately become due and payable from the customer to Coastal. In addition Coastal shall have the right to cancel every contract made with the customer or to suspend or continue delivery of goods and/or the execution of work at Coastal option without prejudice to Coastal right to recover any loss sustained.
- (c) Interest at the rate of 1.75% per month accruing daily shall be payable in respect of all sums not paid by the date on which they are due.
- (d) When there is a query/dispute on an invoice, such a query/dispute must be notified to Coastal in writing before the date on which payment becomes due. If the customer is awaiting credit from the manufacturer or Coastal is awaiting credit from the manufacturer on the customer's behalf, the customer cannot withhold payment of other items on the same invoice or other invoices.
- (e) If the customer has difficulty in paying for the goods then Coastal may offer to accept return of those goods which are normally held in stock in place of payment, provided that those goods are in good condition.
- (f) If a cheque received from the customer is not paid on first presentation then a charge of £20.00 will be made to the customer to compensate for the bank charges and administration involved.

4. SET-OFF

Coastal shall be entitled at all times to set off any sums that it may owe to the customer against any sums that the customer may owe to Coastal.

5. EX-STOCK

Offers for delivery of goods from stock are subject to such goods remaining unsold on receipt of order.

6. DELIVERY - SHORTAGES/DAMAGES

- (a) The customer is under a duty to inspect the goods on delivery or on collection as the case may be.
- (b) When goods are offered for delivery to site Coastal obligation is to deliver as near to site as a safe hard road permits. If a vehicle delivers or collects goods to or from a place off the public road the customer shall be solely responsible for any accident or damage resulting. The customer shall provide free of charge any labour necessary for unloading goods when delivered and Coastal driver's responsibility is limited to handling goods off the vehicle. If any Coastal vehicle is kept on site for an unreasonable time or has to return to the depot without completing delivery through lack of assistance or additional staff have to accompany any Coastal driver, an appropriate additional charge will be made. If the customer does not accept delivery of goods ordered for any reason costs incurred will be charged.
- (c) No liability is accepted for any loss arising from delay in delivery of goods unless Coastal have expressly agreed to be bound by a delivery date which is of the essence of the contract. When delivery depends upon receipt of goods from the manufacturer, Coastal do not accept responsibility for delay in such delivery unless Coastal have obtained and reported to the customer acceptance by the manufacturer of the express condition as to time; but Coastal will afford to the customer any remedy available to Coastal against the manufacturer but this shall be the limit of Coastal liability. Coastal accept no responsibility for delay or non-delivery due directly or indirectly to strike, fire, act of state, force majeure or other circumstances beyond its control.
- (d) If the customer wishes to claim that there is any shortage on delivery in respect of goods supplied by Coastal, that the same have been damaged in transit or that any goods supplied by Coastal are defective or not in accordance with the contract, then the customer shall give notice in writing to Coastal and (in the case of any shortage or damage in transit) to any carrier by whom the goods were delivered within three days after the date of delivery of the same. If the customer fails to give such notice or fails to give Coastal the opportunity to inspect the entire consignments, the goods shall be deemed to have been delivered and to be in accordance with the contract in all respects, and therefore accepted by the customer.
- (e) If the customer or the customer's consignee breaks bulk on delivery or unloads the whole or any part of a consignment of goods or materials the customer is deemed to have accepted delivery.

7. PACKING

- (a) Some goods or materials sold by Coastal can be dangerous and cause risk to health and safety. Customers should ask Coastal for health and safety information about the transport, storage and use of any such goods or materials.
- (b) Returnable packages and pallets are credited when received in good condition carriage paid at manufacturers' works or, when appropriate, our yard.
- (c) Coastal shall not be liable in respect of defective or inadequate straps or packaging provided by any supplier to Coastal for goods sold by Coastal to the customer. The customer shall verify the safety and adequacy of all packing materials.

8. MINIMUM CHARGE FOR ALL QUANTITIES DELIVERED

Coastal reserve the right to make a carriage charge when goods delivered total less than £100 including VAT.

9. CANCELLATION OF ORDERS

Orders for goods not normally carried in stock by Coastal may be cancelled by customer only on their written request and with Coastal written agreement. Orders for goods made, cut or acquired by Coastal specially cannot be cancelled.

10. RETURN OF GOODS

Coastal shall not accept on return for credit any goods ordered from Coastal incorrectly or subsequently found to be surplus to the customer's requirements. The suitability of specialist goods is assumed to have been assessed by the customer or his/her advisor(s) prior to purchase. Coastal shall endeavour to assist customers where possible by accepting at a reasonable restocking charge the return of goods (together with the original packing if applicable) which are from Coastal's normal stock lines but goods ordered from the manufacturer cannot be accepted without Coastal's

prior agreement for the return and Coastal's restocking charges having been paid. Coastal cannot however accept return of cement, lime or plaster. In any event credit cannot be given unless the customer provides Coastal with the number of the invoice on which the goods were supplied.

11. STORAGE

Goods bought and paid for at agreed prices will be stored by Coastal if so requested for a maximum of one month free of charge; after that time Coastal is entitled to charge for storage and insurance.

12. MANUFACTURER'S GUARANTEES

If and to the extent that any person (hereinafter called "the Supplier") who has supplied goods to Coastal which Coastal in turn have supplied to a customer validly excludes, restricts or limits his liability to Coastal in respect of such goods or of any loss or damage arising in connection therewith, Coastal's liability to the customer in respect of such goods, or of any loss or damage arising in connection therewith shall be corresponding excluded, restricted or limited. Any term, warranty, condition expressed, or implied to the contrary is excluded. Coastal will, upon request, supply the customer with details of any such exclusion, restriction or limitation.

13. MANUFACTURE TO ORDER

(a) Goods manufactured to the design or specification of a customer or his advisers carry no guarantee of any kind except of compliance with the design or specification. The customer shall indemnify Coastal for any breach of copyright, registered design or any other intellectual property belonging to a third party. Coastal shall not accept liability for any damage or injury caused to a third party by a defect in the design requested by the customer.

(b) In the case of products supplied with advertised stress capacities they are warranted to possess such capacity.
(c) All warranties and undertakings are subject to claims being made within three days of delivery of the goods.

14. SUB-CONTRACTING

The right to sub-contract any order or part any order is reserved.

15. VARIATIONS IN QUANTITIES OF TIMBER

Coastal at its option may deliver up to 15% more or less of any item on any timber specification and an adjustment to the agreed price will be made pro rata.

16. SALES BY DESCRIPTION

The customer must accept sole responsibility for the suitability of goods ordered. In particular, illustrations or descriptions given in catalogues or trade literature must be considered as showing type or class only without warranty as to substance, performance, colour, size or shape.

17. SAMPLES

When samples are submitted, these are drawn from bulk and are representative of the whole and no guarantee is given that every item will be the same in all respects as the sample.

18. DEFECTIVE/FAULTY GOODS

(a) Subject to the customer's compliance with all its obligations herein, goods supplied will be replaced or repaired free of charge, or in Coastal's absolute discretion the purchase price refunded if notice of the defect is given to Coastal within 14 days of receipt and the goods are returned to Coastal's depot carriage paid, and Coastal are satisfied that the goods were defective in materials or workmanship on receipt. Coastal accept no liability for the cost of taking out, refixing or making good other materials. Subject to the above Coastal's entire obligation and the customer's sole remedies shall be in respect of:

- (i) Death or personal injury resulting from Coastal negligence
 - (ii) Direct physical damage to customer's tangible property caused by Coastal's negligence.
- (b) Coastal's total liability for all loss or damage which is claimed to result from any breach of Coastal's obligations hereunder shall be limited to the customer's actual money damages which shall not exceed the contract price for the goods (provided that the monetary limit shall not apply to Coastal liability for death or personal injury under (a) (i) above)
- (c) In no event shall Coastal be liable for the loss or damage set out below even if foreseeable by Coastal or in Coastal's contemplation.
- (i) Economic loss including loss of profits, business revenue, goodwill or anticipated savings;
 - (ii) Damages in respect of special, indirect or consequential loss or damages.
 - (iii) Any claim made against the customer by any other party.

19. RESERVATION OF TITLE

- (a) The property in goods sold by Coastal to the customer shall remain vested in Coastal until all sums owed by the customer to Coastal on whatsoever grounds shall have been paid.
- (b) The customer shall store goods sold by Coastal to the customer in such a way that they are readily capable of being identified as Coastal property. Coastal labels and markings shall not be removed before title shall have passed to the customer upon payment.
- (c) The customer grants Coastal a licence to enter at all times any premises in the occupation of the customer or to which the customer has access and where the goods to which title has not passed to the customer from Coastal may then be situated. Coastal shall then have the right to repossess goods sold by Coastal which have not been paid for.
- (d) The customer shall not deal with the goods in any way other than in the normal course of the customer's business. Until such time as payment in full has been made of all sums payable in respect of goods, the customer shall not be entitled to sell or otherwise deal in or transfer the property in the goods (whether or not they have been attached to other products) except on the condition that as between the customer and Coastal, the customer shall be deemed to be acting as Coastal fiduciary agent. However nothing herein contained shall be construed so as to create any privity of contract between Coastal and any person other than the customer. In the event of any sale or disposal of any of the goods to a third party whether or not they have been attached to other products:

- (i) The customer shall, if Coastal so require, assign to Coastal any right of action against the third party in respect of money due for such goods;
- (ii) If the customer receives money for such goods the customer shall act as Coastal fiduciary agent and shall hold such monies in a separate account to identify the same as being Coastal property;
- (iii) Coastal shall account for any monies received that exceed the sum due from the customer to Coastal in respect of goods sold;
- (iv) Where the goods have been sold together with any products to which they have become attached, the price payable by the third party shall be deemed to include a price in respect of the goods equal to the price payable by the customer to Coastal.
- (e) In the event that Coastal repossess goods Coastal shall be absolutely entitled to resell the same or use them in Coastal business as Coastal may think fit. If Coastal resell the same Coastal shall be absolutely entitled to the proceeds of resale.
- (f) If Coastal repossess goods that customer's liability in respect of the purchase price shall be extinguished without prejudice to any claim which Coastal may have in respect of transport, storage or handling charges or in respect of damages of any kind.

20. RISK

All goods sold are at the sole risk of the customer after their delivery or collection. However, if Coastal repossess goods risk shall pass to Coastal on delivery to Coastal or upon Coastal collection of the goods.

21. CONSUMER PROTECTION

The statutory rights of the consumer as to the quality, fitness, or description of goods are not affected by these condition of sale.

Coastal

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