



Woods Packaging Ltd

CREDIT APPLICATION FORM

Unit D4/D5 Whitwood Enterprise Park, Whitwood Lane, Whitwood,
Castleford West Yorkshire WF10 5PX

Telephone: 01977 60 40 50 Fax: 01977 60 44 00

Email: sales@woods-packaging.co.uk Web: www.woods-packaging.co.uk

Company name

Address

Post code

Tel Fax

Sales contact Accounts contact

Delivery address (if different from above)

Post code

Accessibility: Van 7.5 ton 18 ton (tick box)

Opening times for deliveries

Please note that our 18T lorries have a turning circle equivalent to a double decker bus so please ensure there is suitable access.

Status of Company: Limited PLC Partnership Sole trader (tick box)

Name of parent company and/or associated companies (if relevant)

Registered address

Year established Company reg no. VAT number

Monthly credit limit required Trade/Type of business

Director Contact no.

Financial director Contact no.

Bank details

Name

Address

Post code Account no. Sort code

Trade references

Reference 1

Name

Address

Post code

Tel Fax

Reference 2

Name

Address

Post code

Tel Fax

PLEASE NOTE THAT OUR CREDIT TERMS ARE STRICTLY 30 DAY E.O.M.

I agree to all the above information being used to assist in the opening of a credit account with Woods Packaging Limited. To the best of my knowledge the information is correct. If I agree to the granted credit facilities with Woods Packaging Limited, I agree to adhere to the standard condition of sale laid down by Woods Packaging Limited or if any different arrangements are agreed between both parties, written confirmation must be signed by the director of Woods Packaging Limited and a director or proprietor of your company.

Signed Position

Print Date

For office use only

Area

Reference 1

Terms

Monthly spend No. year's known

Comments

Credit limit

Reference 2

Terms

Monthly spend No. year's known

Comments

Credit limit

PLEASE NOTE THAT THIS FORM MUST BE COMPLETED IN FULL AND SIGNED BY AUTHORISED PERSONNEL FROM EACH COMPANY INCLUDING **SIGNED TERMS & CONDITIONS OVERLEAF**

Woods Packaging Ltd

TERMS AND CONDITIONS OF SALE

1. SELLERS CONDITIONS OF SALE APPLY

These terms and conditions of sale shall apply to and govern. Any contract between the Seller and the Buyer to the exclusion of any conditions contained on or in any order form letter, receipt acknowledgement, or the Terms and Conditions shall be effective unless expressly agreed by the Seller in writing.

2. PRICES

All price quotations are calculated from the costs applicable at the date of such quotation. If there is any increase in such costs between the date of quotation and despatch the Seller may increase the quoted price accordingly. On printed orders the price confirmed excludes artwork etc which may be charged separately.

3. QUOTATIONS

Quotations indicate the price at which the Seller would be willing to supply goods if a written order is placed within 30 days. Otherwise they are not offers to supply goods and any order placed on the basis of a quotation must be accepted by the Seller for a contract to arise. Clerical errors are subject to correction.

4. DELIVERY

- a) Unless otherwise agreed in writing the Buyer shall be bound to accept goods ordered by him on being notified by the seller that they are ready for delivery.
- b) If the buyer fails to take delivery at the time required by the Contract the Seller shall be entitled without prejudice to any rights it may have to treat the Contract as at an end and to resell the goods, or to invoice the goods whereupon payment in full shall become due and in either case charge at rates giving an economic return for the handling and storage of goods from the invoice date to the eventual date of delivery to the Buyer or disposal elsewhere as the case may be and the Buyer shall be liable to pay any premium in respect of the insurance of such goods from the date on which he is notified that the goods are ready for delivery.
- c) If goods are contracted to be delivered by instalments, late delivery of one instalment shall not entitle the Buyer to reject any other instalment under the contract.
- d) (i) Any date of delivery given by the Seller to the Buyer shall be an estimate only and while the seller will endeavour to comply with any such date it shall not be responsible for late delivery.
(ii) Without prejudice to the generality of the foregoing the Seller shall not be liable for late delivery of failure to deliver through any cause which is beyond the control of the Seller.

5. RISK

All Goods are at the Buyers risk from the time of delivery or collection by the Buyer or his agent, or delivery to the place stipulated in the contract.

6. RETENTION OF TITLE

- a) Goods delivered to the Buyer shall remain the property of the Seller until all sums due to the Seller from the Buyer in respect of goods or otherwise are paid to the Seller. In the event of any default by the Buyer in payment of any such sum the Seller shall be entitled to retain possession of the goods.
- b) Where payment is affect by cheque the Seller shall not have received payment until that cheque has been honoured and the amount credited to the Seller's bank account.
- c) Until sums due from the Buyer to the Seller have been paid or until resale in accordance with sub-paragraph d) of this clause the customer will keep and mark the goods in such a way as to show they are property of the Seller and shall hold the same as bailee of the Buyer.
- d) The Buyer shall be entitled as agent of the Seller before the property and the goods have passed (but subject to any lein or right of retention on the part of the Seller).
 - (i) To resell the goods or any part thereof but shall pay to the Seller the proceeds of the sale or such part thereof as maybe necessary to pay all sums due to the Seller from the Seller and until such payment should hold proceeds from the sale on trust for the Seller.
 - (ii) To use the goods in the ordinary course of his business.

7. LAW

Any agreement incorporating these Conditions shall be governed by English Law.

8. PAYMENT

All sums due to the Seller shall be paid by the last day of the month after the month of delivery. In fault the Seller may:

- a) Suspend delivery under all or any contracts with the buyer.
- b) Charge interest at the rate of 5% over Lloyds Bank Minimum lending rate from the day following that on which payment was due.

9. TERMINATION

The Seller shall have the right immediately to terminate the contract at any time upon occurrence of any of the following events.

- a) If the Buyer commits any act of bankruptcy or compounds or makes arrangements with his creditors or executes a bill of sale on his goods or any of them or if any execution or distress is levied upon the goods of the Buyer.
- b) If the Buyer being a company is wound up either compulsory or voluntarily or a receiver of its assets is appointed.
- c) If the Buyer commits any breach of contract.

Upon any such termination the Seller shall have the right to be paid the price of goods manufactured or sold prior to the date of termination and the Buyer shall take over and pay for at the current price such materials as have been allocated by the seller to the contract.

10. CONSEQUENTIAL LOSS

Without prejudice to the generality of the foregoing provisions the Seller shall not in any event be liable to the Buyer for any indirect or consequential loss or damage.

11. FORCE MAJEURE

The Seller shall not be liable for failing to perform the contract whether wholly or partly by any circumstance or circumstances outside the Sellers control.

12. FITNESS FOR PURPOSE

Where the goods are required for a purpose other than the normal or usual purpose for which such goods are commonly supplied then no condition or warranty of fitness for the purpose of the goods shall be implied unless the Buyer has made known to the Seller in writing the exact purpose for which the goods are intended to be used, on or before the making of the contract.

13. SIZE OF MATERIALS

Unless specifically warranted (in writing) as accurate sizes all sizes referred to on price lists, estimates or brochures are approximate only.

14. AVAILABILITY OF GOODS.

Any quotation given by the Seller shall not constitute an offer for sale or a representation that those goods are available for sale.

15. QUANTITY

The Seller cannot guarantee exact quantities in respect of any goods supplied and shall be deemed to have fulfilled its obligations under the contract by delivery or manufacture of a quantity plus or minus 10% of the quantity specified in the contract and the buyer shall pay the contract rate for the actual quantity delivered.

16. PRINT ORIGINATION WORK

All material produced in origination work remains the property of the Seller unless paid for by the Buyer.

17. PROOF READING

No responsibility shall be accepted by the Seller for any errors in proof submitted to and approved by the Buyer.

18. DIMENSIONS AND GAUGE

Except where agreed in writing the Seller shall be deemed to have fulfilled its obligations under the contract by producing goods within the tolerances laid down by the Packaging and Industrial Films Association (P.I.F.A.). In general sizes will be controlled to within plus or minus 3% and film gauge to within plus or minus 10%. Corrugated cartons are subject to a manufacturers tolerance of plus or minus 3-5mm on the creases.

19. INK COLOURS

Whilst the Seller will take all reasonable steps to try to match colour this cannot be guaranteed and the contract shall be deemed to have been performed by delivery of goods of the general shade and density of colour stipulated.

COMPANY REGISTRATION NUMBER: 05374724

Company..... Name..... Position.....

Signature..... Date.....