This Credit Application forms part of the Agreement of Terms and Conditions of Sale

Company Details

Registered Name: _____

Company Registration Number: _____

Trading Name: _____

Business Status: Limited Company ☐ Sole Proprietor ☐ Partnership/Trust ☐

Government Funded ☐

Bank (Full name and address: _____

Branch: _____ Account Number: _____

Address Details

Postal Address: _____Post Code _____

Physical Address: _____Post Code _____

Tel No. accounts:_____ e-mail for accounts: _____

Tel No. sales:_____ e-mail for sales: _____

Guarantor/s to be completed by the Directors of any company applicant

Full Legal Names of Guarantor:

_____

Address: _____

Contact Telephone Number: _____

Names of three suppliers who can provide you with credit references (d not include utility companies:

Company Name	Contact Person	Telephone Number

Estimated Monthly credit you require: $_____

I hereby apply to open a credit account with Trafalgar Fire Ltd trading as RyanFire Products. I have read and fully understand Trafalgar Fire Ltd terms and conditions and subject to the general terms and conditions of contract as shown on this form and that those terms and conditions will be deemed to apply in respect of all future orders and sales unless otherwise stated.

I/WE acknowledge that I/we have full power and authority to represent and act on behalf of the person/ company named herein and in particular to sign this document and bind such person/company accordingly.

Signed: _____ Dated: _____

Full Name (printed): _____ Position: _____

Terms and Conditions

1. Definitions

In these conditions unless the context otherwise requires:
Company means “Trafalgar Fire Ltd trading as RyanFire Products".
Buyer means the person, or company buying the goods from the Company.
Products and/or services mean the products and/or services being purchased by the Buyer from the Company.
Contract means the contract between the Company and the Buyer for the purchase of the goods.
Date of the contract means where the contract arises from a quotation given by the Company,

a) the date of acceptance of the order by the Company; or
b) Where the contract arises from a quotation given by the Company, the date upon written notification of acceptance of the quotation is received by the Company.
c) Contract price means the price of goods as agreed between the Buyer and the Company. Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.

2. Quotation

The Buyer may request a Quotation from the Company setting out the price and quantity of the Goods to be supplied. If the Quotation is acceptable to the Buyer, the Buyer may place an order within an acceptable timeframe.

3. Acceptance

If any instruction is received by the Company from the Buyer for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

4. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer’s responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

5. Price

5.1 The Price shall be as indicated on invoices provided by the Company to the Buyer in respect of products and/ or services supplied; or
5.2 The Price shall be the Price of the Company’s current Price at the date of delivery of any goods.

5.3 Time for payment for the products and/or services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on delivery of any goods.

5.4 The Buyer agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.

5.5 The Company reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed.

6 Payment, Late Payment, Default of Payment and Consequences of Default of Payment

6.1 Where a Customer has a credit account with the Company, the invoice amount must be paid by the 20th of the following month.

6.2 The Customer is not entitled to withhold payment or make any deduction from the purchase price of the goods in respect of any set off or counter claim.

6.3 the Customer fails to pay for any instalment or instalments of goods, the Company may in its absolute discretion, but without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the buyer suffers because the Company exercised its rights under this clause.

6.4 In the event that:

a. any money payable to the Company becomes overdue, or in the Company's opinion the Buyer will be unable to meet its payments as they fall due; or

b. the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

c. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Company's other remedies at law

d. the Company shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

7. Governing Laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

8. Dispute Resolution

The Company will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

9. Reservation of Title

Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full.

10. Warranty

The Company warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by the Company within seven (7) days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the Buyer shall be responsible at its cost and risk for shipment of the defective goods to the place specified.

11. Liability

The Company shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Company's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Company against any claim by any such person.

12. Signatures and witnesses

I_____of _____have read and accept the Terms of Trade as outlined in this document.

Name: _____ Date:

Your signature: _____

Witnessed by: _____