

# Credit Application Form

<b>Company Name:</b>		<b>Registration No:</b>	
<b>Registered Address:</b>			
<b>Postcode:</b>		<b>Landline Telephone No:</b>	
<b>Nature of Business</b>		<b>Trading Style</b>	<b>Plc   Ltd   Partnership   Sole Trader</b> *delete as appropriate*

We e-mail all order acknowledgements, invoices and statements – if you require these posted, please advise

## Purchasing Contacts:

<b>Name:</b>		<b>E-mail Address:</b>	
<b>Phone No:</b>		<b>Mobile Phone No:</b>	
<b>Name:</b>		<b>E-mail Address:</b>	
<b>Phone No:</b>		<b>Mobile Phone No:</b>	
<b>E-mail address for Order Acknowledgements:</b>			

## Accounts Contacts:

<b>Name:</b>		<b>E-mail Address:</b>	
<b>Phone No:</b>		<b>Mobile Phone No:</b>	
<b>Name:</b>		<b>E-mail Address:</b>	
<b>Phone No:</b>		<b>Mobile Phone No:</b>	
<b>E-mail address for Invoices &amp; Statements:</b>			

## Credit Limit & Terms: -

<b>Credit Limit Required:</b>	£	Credit accounts are subject to our standard payment terms which are 30 days end of month – unless agreed in advance
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In order to establish credit worthiness, it may be necessary to do a credit search on your company using a credit checking agency and as such we would like your approval to perform this search.

I /we as an authorised representative of the above-named Company have read and hereby agree to “Rugbi Industrial Supplies Ltd.’s standard terms and conditions.

I /we agree to remain within the credit limit and payment terms stated above and understand that failure to remain within these agreed terms may result in credit being withdrawn.

<b>Signature</b>		<b>Position</b>	
<b>Print Name</b>		<b>Date:</b>	

## Rugbi Use: -

<b>Rugbi Account Manager</b>		<b>Credit-safe Rating</b>		<b>Credit Limit</b>	£
<b>Authorised:</b>	<b>Yes/No</b>	<b>Signature</b>			



With Rugbi,  
you're in safe hands



The Courtyard | D'Arcy Business Park | Llandarcy | Neath | SA10 6EJ  
Tel: 01792 816670 | e-mail: [orders@rugbi.co.uk](mailto:orders@rugbi.co.uk) | [www.rugbi.co.uk](http://www.rugbi.co.uk)

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## Rugbi Industrial Supplies Ltd

### Terms & Conditions

#### Definitions

In these Conditions

“the Company” means Rugby Industrial Supplies Ltd

“the Buyer” means any company, firm, individual or agent thereof to whom the Company’s acknowledgement of order, delivery note or invoice is addressed.

“the Goods” means the products (including any parts or accessories), materials and/or services to supplied by the Company.

#### Prices

i) Prices contained in the Company’s price lists, catalogues, booklets, advertising matter or similar matter are for general guidance only.

(ii) If between the date of the order of the Goods and the date of delivery of the Goods there is an increase in the cost of the Goods, packing carriage, delivery, duty, tax or any other impost thereon (including a rise caused by the devaluation or revaluation of any currency) the price shall be adjusted by adding thereto the amount of the increase in such costs or levels whether or not such an increase was or should have been foreseeable by the Company.

(iii) If, however, it is expressly agreed in writing between the Company and the Buyer that the price of the Contract should be a fixed price and not subject to any variation either by rise or fall in the costs or levels referred in (ii) above such fixed price will be the price of the Contract. If delivery of the order or any part thereof is delayed at the Buyer’s request the fixed Contract price of such proportion thereof as relates to the part delayed as aforesaid will be subject to the variation (if any) set out in (ii) herein and will be adjusted accordingly.

(iv) Unless otherwise stated prices do not include V.A.T which will be chargeable at the date of despatch and/or performance of services as the case may be.

(v) If in the reasonable opinion of the Company the credit rating of the Buyer becomes unsatisfactory prior to the delivery or if the Buyer fails to perform or observe any obligations on its part to be performed under this or any other Contracts made with the Company the Company shall be entitled at it’s discretion to delay delivery of the goods until the payment thereof is rendered by the Buyer or until such obligations are duly performed or observed or by notice in writing to the Buyer unilaterally to cancel the Contract for the supply of goods.

#### Delivery

(i) Delivery will be effected by the Company at the Buyer’s premises or to such other place as is mutually agreed. The Goods shall be at the Buyer’s risk on either entry on to the Buyer’s premises or on being placed into the custody on the Buyer’s behalf and should be insured accordingly.

(ii) Notwithstanding the method of delivery the Buyer shall carefully examine the Goods on receipt of the same and shall give the written notice of any short delivery or over delivery which must be received by the Company within 3 days of receipt of the Goods and in the case of any defects reasonably discoverable on careful examination written notice must be received by the Company within 10 days of receipt of the Goods.

(iii) In the event that the Company and the Buyer agree to transfer the Goods by a method other than delivery effected by the Company, then the risk of loss or damage of any kind in the Goods shall pass to the Buyer whichever of the following events occur earlier:-

(a) collection by or on behalf of the Buyer or buy an independent carrier for despatch to the Buyer.

(b) 7 days from the date of notice given by the Company that the Goods are ready for collection or despatch.

If the Goods shall not have been collected by or on behalf of the Buyer or by an independent carrier for despatch to the Buyer within 7 days of the Company’s written notice pursuant to sub paragraph (iii) (b) herein then the Company may at any time thereafter send to the Buyer a further notice notifying the Buyer of the Company’s intention to sell the same after expiration of a period of not less than 7 days from the date of notice.

(iv) If the Buyer neglects to serve notice under sub-paragraph (ii) above any over delivery then the Company may at it’s option either repossess the excess Goods or invoice them and be paid for forthwith by the buyer for the excess Goods at the price ruling at the date of delivery.

(v) The Buyer shall pay to the Company in addition to the purchase price charges properly incurred by the Company in connection with the carriage of Goods ordered when the Goods ordered are valued at under £100 and/or are to be delivered to Northern Ireland, Eire and other export destinations. Goods valued at £100 and more are supplied free of carriage if delivered to the United Kingdom mainland only.

#### Payment Terms

Unless expressly agreed in writing with the Buyer or stated on the face hereof payment shall be made for Goods in full in sterling, without any deduction or deferment on account of any disputes or cross claims whatsoever not later than 30 days following the date of the Company’s invoice in respect of the Goods. Where full payment is not received by the due date the Company shall be entitled to charge interest on the sum outstanding at the rate of 2% per month calculated on a daily basis but without prejudice to the Company’s rights to receive payments on the due dates.

#### Property in Goods

(i) Notwithstanding any agreed terms of payment the Goods are not sold or delivered on credit but on condition that the ownership of the Goods still remain with the Company and no property in the goods whether legal or equitable shall pass from the Company such conditions being a condition precedent and on condition that the Goods will be held by the Buyer as bailee and will be stored separately and in such a manner that they can be readily identified as the property of the Company until payment of the full price has been received:-

(a) of all goods the subject of this contract and

(b) of all the other goods the subject of any other contract between the Company and the Buyer.

Nevertheless, at all times following delivery of the Goods and preceding payment as aforesaid the Buyer shall have the power to resell or otherwise deal with the Goods in the ordinary course of business in the name of the Buyer on the condition:-

(c) that such resale or other dealing shall give rise to no obligation whatsoever whether contractual otherwise by the company and

(d) that the proceeds of resale or other dealing shall in any period preceding payment of the full price as aforesaid be held by the Buyer in a separate account as trustee for the Company and

(e) that the Buyer shall keep accurate records of the goods resold or otherwise dealt with by the Buyer and shall include in those records details of the price of any resale, the identity and address of the purchaser and the date the resale price was paid, if at all.

(ii) Notwithstanding the provisions of (i) above, all Goods after delivery are at the Buyer’s risk and must be paid for notwithstanding the destruction therefore or any damage thereto however caused.

(iii) If the Buyer fails to pay for the Goods on the due date (or fails to pay any instalment in which case the whole outstanding balance shall immediately become due) or if the Buyer goes into receivership or declared bankrupt (or equivalent thereof) or enters into a composition with it’s creditors or if the Buyer, being a company, goes into liquidation or into receivership or is declared insolvent or prohibited from trading, then the Buyer shall immediately notify the Company thereof and shall, upon demand made orally or in writing by or on behalf of the Company, deliver the goods or cause the Goods to be delivered up to the Company or to the Company’s order.

(iv) In the event of determination or repudiation of the Contract (however occurring) the Company is hereby irrevocably authorised to enter on to the premises of the Buyer and repossess the Goods and any other Goods in the Buyer’s possession the property invested in the Company.

(v) The Buyer will keep the Goods free from and will indemnify the Company against any charge, lien or other encumbrance thereon.

#### Compatibility

Under EC Directive 89/656/EEC the responsibility for establishing the suitability of of any of the Company’s products for the intended purpose and it’s subsequent selection and use shall rest upon the Buyer and the Company shall not be liable for any loss or damage whether consequential or otherwise.

The Company in compliance with the requirements of the EC Directive 89/686/EEC will make available the buyer such relevant data as is necessary to assist the correct select of products supplied

by the Company, and the buyer shall not rely on representations made by the Company or on behalf of the Company. **Limitation**

The Company shall in no circumstances be liable:

(i) for any consequential or specified loss or damage or claim by the Buyer including without limitation, delay, detention, loss of production, loss of profit, loss of time, charges or liability to third parties;

(ii) for any loss or damage in excess of the contracted price (or in the case of defect in a part only then the cost of manufacture of such a part) and these limitations will apply (even in the case of breach of fundamental term of repudiation by the Company and) even if further performance of the contract is frustrated.

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## Returns Policy

If you need to return a product, please contact us on **01792 816670**, or email [orders@rugbi.co.uk](mailto:orders@rugbi.co.uk)

Please state your original Purchase Order number or our Sales Order number and indicate your reasons for return, including a full list of the items.

We will investigate your request, and where applicable, issue you returns note and number.

## Organising a Collection

- All returns are to be organised by the customer at the customers own expense and risk.
- We recommend all returns are to be sent by courier on a signed POD service, Rugby cannot be liable for any missing parcels.
- Rugby can organise collections, at cost to the customer. There will be a charge of £9.95 + VAT for the first box, and £5.95 + VAT for additional boxes. Pallets and oversize items will be advised.
- If we are unable to collect your good due to no answer etc, there will be a re-attempt charge.
- You are more than welcome to return your parcel in person to our Trade Counter at the below address.

## Return Address:

**Rugbi Industrial Supplies Ltd, Unit 2-4 The Courtyard D'Arcy Business Park, Neath, SA10 6EJ.**

Please enclose a copy of the authorised returns note. Only returns sent with a valid returns note will be accepted.

**Returns must be in their original packaging, unused, unassembled, and in a re-saleable condition.**

## Restocking Charges

- 1 - 7 days from date of delivery – 0% restocking charge.
- 8 - 30 days from date of delivery – 20% restocking charge.
- Where items from multiple orders are returned – 20% restocking charge.
- The above charges will relate to all stocked items at Rugby. Non-stocked items will be referred to the manufacturer's terms and conditions and you will be advised.

## Faulty Products

- For any products that become faulty or unfit for purpose, please contact our Sales Team on **01792 816670** or email [orders@rugbi.co.uk](mailto:orders@rugbi.co.uk)
- Rugby will ask for photographic evidence (where available) to pass on to the Manufacturer or Supplier
- Rugby will report back on their findings and issue a credit or replacement (where applicable)
- Bespoke, Customised or Branded products cannot be returned unless they are defective or have a manufacturing issue.
- The manufacturers decision is final.

## Rejected Returns

We cannot offer returns, credits or refunds under the following conditions:

- Orders placed more than 30 days from date of delivery.
- Specially ordered or non-stock items (refer to the manufacturer or suppliers return policy)
- Bespoke, Customised or Branded products
- Items marked as 'Clearance' or 'Obsolete'.
- Returns must be in their original packaging, unused, unassembled, and in a re-saleable condition.
- Any goods returned that weren't supplied by Rugby, will be returned to you, or disposed of at your cost.

## Receiving your credit / refund

Once we have received your returned package, along with the approved returns note, we will process the transaction as promptly as possible, and issue a credit note – usually within 10 working days.

**Sample Returns** – Please speak to your Account Manager, or Internal Sales to discuss.



**With Rugby you're in safe hands**

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**Rugbi Industrial Supplies Ltd - Company Registration No: 4599670**