



Davant Products Ltd
Units 9-11 Lower Road Trading Estate
Ledbury
Herefordshire HR8 2DJ
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Credit Application Form

Full Company Name _____ Trading Name _____

Trading Address _____

Post Code _____ Telephone _____ Fax _____

Email _____

Registered Office _____

If Limited Company _____

Registration Number _____ Years in Business _____

Names of directors/partners/sole trader: _____

Bankers Name and Address _____

Sort Code: _____ Account Number _____

Trade Reference 1 _____

Full Company Name _____ Trading Name _____

Trading Address _____

Post Code _____ Telephone _____ Fax _____

Email _____

Trade Reference 2 _____

Full Company Name _____ Trading Name _____

Trading Address _____

Post Code _____ Telephone _____ Fax _____

Email _____

I have received a copy of Linthwaite Holdings Limited conditions of sale.
I apply to open a credit account with Linthwaite Holdings Limited and agree to abide by your conditions of sale.

Signed _____ Full Name _____ Date _____

Please attach a copy of your companies letterhead to this form.

Credit Limit Requested (£) _____

Conditions of Sale



- 1** Unless otherwise expressly agreed in writing by the seller, these conditions shall override any terms or conditions stipulated, incorporated or referred to by the Buyer, and except as herein provided, all guarantees warranties or conditions whether express or implied by statute law or otherwise are excluded and hereby negated.
- 2** Unless otherwise specified in writing by the Seller, quotations given and orders accepted are subject without notice to alterations in the seller's tariffs published before despatch.
- 3** Unless otherwise specified by the Seller, payment is due on or before the last day of the month next following the month in which despatch is made.
- 4** **a** Any time given or accepted by the Seller for despatch although given in good faith, is given or accepted on the basis of being an estimate only, and if from any cause delivery is delayed the Seller will not be responsible for any loss or damage thereby caused to the Buyer.

b Where delivery is to be made by installments, each delivery shall be deemed for such purpose to be the subject of a separate contract and any failure whatsoever by the Seller in respect of any one delivery shall not entitle the Buyer to repudiate the Order or any installments remaining to be delivered thereunder.

c If for any reason the Buyer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery, the Seller will, if its storage facilities so permit, store the goods until actual delivery and the Buyer shall be liable to the Seller for the reasonable costs of such storage, including any insurance or additional handling and transport costs. This provision shall be in addition to and not in substitution of any other payment or damages for which the Buyer may become liable due to his failure to take delivery at the appropriate date.
- 5** In no circumstances will the company be responsible for loss of profits, incidental expenses or any consequential loss attributable to defects in material or delay in, or non-delivery.
- 6** Unless the Company shall give any written guarantee or warranty in respect of or in connection with a particular product, it is hereby expressly stated that the Company gives no guarantee or warranty (whether express or implied) as to either the life or wear of the goods or as to the suitability of its goods for any specific purpose even if that purpose is known to the Company, and it will accept no responsibility for any loss, damage or injury whatsoever arising directly or indirectly from use, application or storage of such goods.
- 7** Notwithstanding delivery and the passing of risk in the Goods, or any other provisions of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller by the Buyer for which payment is then due.
- 8** The Buyer shall within 7 days after delivery of the goods give notice in writing to the Seller whether he rejects them or whether he accepts them. If he gives notice that he rejects the goods and such rejection shall afterwards become ineffectual by reason of the Buyer dealing with the goods as owner, or by reason of any other conduct on the part of the Buyer inconsistent with such rejection, the Buyer shall be bound to pay the purchase money therefore in full and shall have no claim to damages or compensation by reason of any disconformity of the goods with the contract.
- 9** If the Buyer makes default in any payment or commits any breach of the terms and conditions of the Order, or suffers distress or execution, or becomes insolvent or commits any act of bankruptcy, or enters into any arrangement or composition with his creditors, or goes or is put into liquidation (other than solely for amalgamation or reconstruction) or if a receiver is appointed over any part of the Buyer's business, the Seller may without prejudice to any rights which may have accrued or which may accrue to it, as its option (i) require payment in advance for all or any deliveries; or (ii) suspend any further deliveries until such default or breach is rectified; or (iii) cancel or procure cancellation of any other orders which the Buyer has placed with the Seller or any associated company of the Seller, so far as any goods remain to be delivered thereunder.
- 10** The construction validity and performance of any contract to which these Conditions are subject shall be governed by the Laws of England and all disputes which may arise out of or in connection with any such contract or the meaning or effect of the terms hereof shall be settled by arbitration in England in accordance with the provisions of the Arbitration Act of 1950 or any statutory modification thereof for the time being in force.
- 11** At the end of its working life product should be disposed of in accordance with statutory and regulatory requirements in force at that time.
- 12** The trading companies within Linthwaite Holdings Ltd do not trade on a sale or return basis under any circumstances.