



Fleetline Tyre Services Ltd

Unit 1
Pearsall Drive
Oldbury
B69 2RA
Tel - 01215652774

Credit Application

Company Name: _____ Date: _____

Registered office address: _____

Trading Address (if different) _____

Contact names: _____

Phone: _____ Email _____

Company Number: _____ V.A.T number: _____

Directors Names: _____

(If sole trader please leave company number blank)

Year of Incorporation _____

Have you ever dissolved a company if YES please give reason and previous company name.



Does your company use factoring?

References

Reference 1:

Company Name: _____

Contact Name: _____

Contact number: _____

Reference 2:

Company Name: _____

Contact Name: _____

Contact number: _____

Please note we do not accept fuel cards as references.

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to acceptance of a credit account, I understand I am agreeing to Fleetline Tyres terms and conditions and credit terms. I understand failure to keep within those credit terms could lead to my details being passed to 3rd party companies to recover any monies owed.

Signature: _____ Date: _____

CONDITIONS OF SALE – FLEETLINE TYRE SERVICES LTD

Definitions

In these conditions "The Company" means Fleetline Tyre Services Ltd and "The Customer" means any person or corporate body purchasing or offering to purchase goods from the company "Goods" means such products and merchandise as the company shall make for sale.

Basis of Trading

These conditions of sale apply to and govern the supply of all goods or services by the company to the customer. There shall be no variation from these terms and conditions, and the company will not trade on the basis of a customer's terms and conditions, unless the variation or the incorporation of the customer's terms and conditions is expressly agreed in writing, and the agreement is signed by a director of the company.

Authority

No one whether an employee or an agent of the company, other than a director of the company, has the authority of the company to vary these terms and conditions, or to bind the company to a contract on any terms and conditions other than these terms and conditions.

Price

The price quoted for any goods or services shall be valid for acceptance by the customer for 7 days unless the customer is notified by the company of a change in the quoted price, upon which event the offer to provide the goods and services at the originally quoted price shall automatically be withdrawn. The new price will be valid for acceptance for a further period of 7 days from the date of its notification. At any time before delivery the company reserves the right to alter the price, but only in the event of an alteration in prices charged to the company by a manufacturer/supplier arising between the date of an order and the date of delivery.

Returns Credits/Complaint

Goods may only be returned for credit at the sole discretion of the company. A request to return goods for credit will only be entertained on the basis that the goods were delivered no greater than 30 days before request for return and are returned unused and in a re-saleable condition. Employees of the company do not have the authority of the company to collect goods for credit without the express approval of a director of the company. Collection will only be made where a collection authority has been raised by the company.

Payment

All payment for goods must be made when the order is placed or if credit arrangements have been agreed, within the credit terms agreed in writing by the company. If payment is not made by the due date, interest may be payable by the customer to the company at the rate of 1.5% per month, calculated from the date of delivery.

Defects

Claims in respect of any defects in the quality or condition of goods supplied by the company to the customer or in respect of their failure to correspond with the contract specification, or in respect of the quality of service provided by the company must be presented in writing to the company to arrive at the company's principal place of business not later than 10 days from the date of delivery by the company to the customer of the order in respect of which the complaint is made or of the provision of the service in respect of which the complaint is made or (where the defect was not apparent on reasonable inspection at the date of delivery) within the period of the manufacturer's designated date for notification of defects and or acceptance of claims. If the customer does not notify the company in writing 10 days as aforesaid the customer shall not be entitled to reject the goods and the customer shall be obliged to pay the price as if the goods had been delivered or the service rendered in accordance with the contract, and the company shall be under no liability to the customer in respect of the defects or the quality of service.

Limitation of Liability and Product Liability

The company is not the manufacturer of the goods. To the extent that it is able the company sells the goods with all warranties (if any) issued by the manufacturers. The company's liability in respect of the goods or services provided is limited as follows: goods which are defective on delivery, or short on delivery (and where a claim has been made within 10 days as set out above) will be credited or replaced at the company's option. In no case will the company's liability in respect of defective goods or short or non delivery or defective service exceed the purchase price of the goods involved or the invoice price of the service provided. It is the responsibility of the customer to ensure any product purchased from the company is suitable for the application for which it is intended to be used. The company accepts no liability for any products supplied where the application is at variance with the manufacturer's recommended use.

Consequential Loss

Save as set out in the clause above, the company will not be liable to the customer. In particular the company will not be liable for any loss caused to the customer, of whatever sort and however caused, even by the negligence of the company, arising out of or in any way connected with an order for goods or services placed with the company.

Property in the Goods

Ownership of the goods shall remain the company's until full payment is received by the customer

Cancellation of contract

The company may at any time cancel all credit agreements with the customer and suspend further deliveries if the company believes any of the following events are happening (2) the customer making a voluntary arrangement with its creditors, (1) the customer is made the subject of a receiving order or an administration order, (3) the customer becomes bankrupt or goes into liquidation, (4) the encumbrance taking possession or a receiver being appointed, (5) the customer ceasing or threatening to cease to trade, (6) the company reasonably believes any of the above is about to occur and notifies the customer in writing of its belief all monies then owing to the company by the customer shall immediately become payable notwithstanding any previous agreement or arrangement to the contrary.

