

CREDIT APPLICATION FORM



BUSINESS DETAILS: **Internal Use Only**

Trading Name: Rep:

Legal Name: Authorised by:

(in case of sole trader, etc., please insert individual name)

Address: Date:

..... Phone:

..... Mobile:

..... Fax:

..... email:

Please ✓ where applicable

Ltd Company → Co. Reg. No.

Sole Trader → VAT Reg. No.

Partnership → VAT Reg. No.

Proprietors / Directors Details:

Name:	Name:
P.P.S. No.: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	P.P.S. No.: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Date of Birth:/...../.....	Date of Birth:/...../.....
Home Address:	Home Address:
.....
.....

Please supply the following with your application:

- Proof of identity - copy of driving license or passport
- Sample of your business letter headed paper

Checklist **Internal Use Only**

Credit Guarantee

In consideration of your agreeing to supply goods to the applicant company on credit, we the undersigned being director/directors of the applicant company jointly and severally guarantee payment of all financial obligations of the applicant company to BRC McMahon Reinforcements Limited as principal obligor(s) and not merely as sureties to include all amounts arising from any increase in the credit limit which may be granted from time to time following a review of the applicant company's account.

IMPORTANT
I/We say that I/We have taken legal advice hereon and fully accept and understand that this is a personal guarantee and that I/We shall be personally liable for any monies due by the applicant company to BRC McMahon Reinforcements Limited.

Signature:	Signature:
Print Name:	Print Name:
Date:	Date:
Witness:	

Name & contact details of three trade references

Company Name:	Contact:	Phone No.:	Years Trading	Monthly Spend
1.
2.
3.

Accounts Payable Contact

Name: Phone: email:

.....
be sent to this address *Invoices and statements will*

Purchase Order Number Required Yes No
(Note request for proof of delivery must be received within 30 days from invoice)

Data Protection

We may search the files of credit reference agencies who will record the search and we may share information about the way in which you conduct your account with other lenders and agencies. In some instances we may make a search on the personal credit files of directors.

We will record your purchasing preferences and may use your information for marketing purposes.

Please ✓ if you do not want us to contact you by:

mail;
telephone
email

with details of similar goods and services which may be of interest to you.

Customer Declaration - Please read and complete all pages of the application before signing the section below

I/We the undersigned declare that the information given in this application is accurate. I/We understand the credit terms are 30 days from month of invoice unless otherwise agreed.
I/We have read and accept BRC McMahon Reinforcements Ltd. Terms and Conditions of Sale.

Signature: Date:

Witness: Date:

GENERAL CONDITIONS OF SALE

1. **Definitions:** The Seller means BRC McMahon Reinforcements Limited. The Buyer means the purchaser of the Goods. The Goods means the products of the Seller being supplied by the Seller to the Buyer. All transactions between the Seller and the Buyer involving the Goods are subject to the terms and conditions on the face and reverse side hereof and any additional or different terms proposed by the Buyer are hereby objected to and shall be of no effect. The Buyer is deemed to have assented to all terms and conditions on the face and reverse side hereof if any part of the Goods are ordered by the Buyer.
2. **Price:** Unless otherwise agreed in writing by the Seller all prices quoted are ex-factory and are exclusive of packing, freight, insurance, taxes and any other similar charges. All contracts entered into by the Seller with the Buyer are subject to the condition that the prices agreed for the Goods may be varied by the Seller to those ruling at the date of delivery of the Goods.
3. **Description of the Goods:**
 - (a) All Goods are supplied subject to the reasonable availability to the Seller of suitable materials and the Seller reserves the right without notice to substitute suitable materials other than those (if any) mentioned in the Contract.
 - (b) All drawings, specifications, brochures, catalogues, labels, price lists and advertising matter are intended merely to present a general idea of the Goods described therein and are not intended thereby to constitute a sale by description nor shall they form part of any contract. All prices quoted therein are subject to alteration or withdrawal from time to time without notice.
 - (c) All drawing and specifications are and shall remain the property of the Seller and must not be copied, reproduced or divulged either directly or indirectly to any other person without the prior written consent of the Seller.
4. **Samples:** Samples are sent and inspected solely to enable the Buyer to judge the visual appearance of the Goods and are not intended to constitute a sale by sample. All samples are to remain the property of the Seller and to be returned to the Seller on request.
5. **Delivery:**
 - (a) Unless otherwise agreed in writing by the Seller, delivery shall within a time period agreed between the parties take place at the Seller's premises at Rossmore Road, Tipperary. If the Seller agrees in writing to deliver the Goods to another location, the cost of such delivery shall be payable by the Buyer in addition to the price agreed for the Goods. Where delivery is to take place at a location other than the Seller's premises, the Goods shall be delivered by motor vehicle to the most convenient point on a hard road nearest such location (in the event that the location itself has no hard road). Furthermore, it shall be the buyer who is fully responsible for unloading the Goods unless specifically agreed otherwise by the Seller in writing. The Seller shall use its best endeavours to ensure that delivery takes place within the delivery period agreed. Failure by the Seller to deliver the Goods within the agreed time period shall not amount to a breach of contract by the Seller and the Buyer shall not be entitled to damages or other compensation or to cancel this Contract by reason of such failure to deliver. Where technical or other queries requiring the approval of the Buyer cause the processing of the Goods to be delayed, the delivery time is automatically extended by the time taken to answer such queries.
 - (b) If within seven days after notifying the Buyer that the Goods are ready for delivery the Buyer has not accepted delivery or notified the Seller of arrangements to accept delivery the Seller may store the Goods or place them in storage, and the Goods shall not be stored at the risk and expense of the Buyer.
 - (c) Once delivery has been accepted the Buyer shall not be entitled to withhold or postpone payment of all or any portion of the price agreed therefor.
 - (d) The Seller reserves the right to deliver in instalments. In such cases, each part delivery shall be deemed to constitute a separate contract, the fulfilment or non-fulfilment of which shall not affect any other part of the Contract or the Contract as a whole. Furthermore, where delivery occurs or is to occur in instalments, the prices agreed for the Goods may be varied by the Seller in the case of each instalment to those ruling at the date of delivery of the Goods comprising such instalment.
 - (e) Delivery by the Seller of up to ten per cent by the Seller less or more than the agreed quantity of Goods shall not constitute a breach of this contract by the Seller and the Buyer shall not be entitled to damages or compensation or to reject the Goods or any of them or to cancel this contract by reason of the delivery by the Seller of such greater or lesser quantity. In the event that such greater or lesser quantity is delivered the price shall be adjusted pro rata by the Seller.
6. **Risk:** As and from the time of delivery, the Buyer shall be solely responsible for all and any risk in, loss or damage to or deterioration in the Goods from whatever cause arising.
7. **Passing of Property:**
 - (a) The Seller reserves the right to deliver in instalments. In such cases, each part delivery shall be deemed to constitute a separate contract, the fulfilment or non-fulfilment of which shall not affect any other part of the Contract or the Contract as a whole. Furthermore, where delivery occurs or is to occur in instalments, the prices agreed for the Goods may be varied by the Seller in the case of each instalment to those ruling at the date of delivery of the Goods comprising such instalment.
 - (b) If the Buyer:
 - i. manufactures any other article or articles from the Goods with or without the addition of other materials; and/or
 - ii. mixes the Goods in any way whatsoever with other materials; and/or
 - iii. incorporates the Goods into any other article as a component part,the property and the products of such manufacture mixing or incorporation (hereinafter called "the products") shall be transferred to the Seller at the time of such manufacture mixing or incorporation. The Buyer shall keep the products as Bailee and Trustee for the Seller until the Buyer has paid to the Seller any sums due to the Seller whether under this Contract or howsoever otherwise in full and without any reduction or deferment on account of any dispute or counterclaim whatsoever.
 - (c) Notwithstanding paragraphs (a) and (b) hereof the Buyer shall be entitled to sell the Goods or the products to third parties in the normal course of his business and to deliver them to such third parties but in such event:
 - i. the proceeds of any such sale shall, whenever any sum whatsoever is due from the Buyer to the Seller whether under this Contract or howsoever, be held in trust for the Seller, and/or
 - ii. where the price of the Goods sold has not been paid in full to the Company, the Buyer is hereby deemed to assign to the Seller absolutely (and the Seller hereby accepts such assignment) the benefit of any claim which the Buyer has against any such third party arising from any such sale and/or delivery.
 - (d) In the event of the Buyer becoming insolvent and/or an Examiner, Receiver or Liquidator being appointed such Examiner, Receiver or Liquidator shall pay into a separate Bank Account for the sole benefit of the Seller any sums received from third parties in respect of sales to them of the Goods or the products by the Buyer up to the amount of indebtedness of the Buyer to the Seller.
 - (e) For so long as title to the Goods remains with the Seller the Buyer hereby irrevocably grants to the Seller the right to enter into the Buyer's premises from time to time (and any other premises occupied by the Buyer) at any time without notice using such force as may reasonably be necessary so to do for the sole purpose of repossessing the Goods.
8. **Payment:**
 - (a) The Buyer shall be entitled to such credit terms in respect of the Goods as the Seller shall from time to time agree in writing with the Buyer and, in default of such agreement, the Buyer shall be entitled to credit in respect of the Goods of 30 days from the end of the month in which same are invoiced by the Seller. If payment is not made within the said period of credit agreed between the Seller and the Buyer, the Seller shall be entitled to charge the Buyer interest on the sum outstanding at a rate of 1.5% per month or part of month until payment of all sums due is received by the Seller. The Buyer shall, in addition, be responsible for all costs legal or otherwise incurred by the Seller in seeking payment of the sum due.
 - (b) If the Buyer fails to make any payment or part of any payment the Seller shall be entitled to withdraw further deliveries and to cancel this Contract without notice to the Buyer and the Buyer shall not be entitled to compensation from the Seller in respect of such withdrawal or cancellation.
 - (c) In addition to any right of lien to which the Seller may be entitled by law the Seller shall (in event of the Buyer's inability or failure to pay for any of the Goods) be entitled to a general lien on all goods of the Buyer in the Seller's possession (although such goods or some of them may have been paid for) for the unpaid price of any Goods sold and delivered to the Buyer under this Contract.
9. **Warranties and Indemnities:**
 - (a) Subject to paragraph (b) hereof the Seller makes no warranty or representation as to the quality or fitness of the Goods for any particular purpose unless such warranty or representation has been expressly stated in writing by the Seller and the Seller shall not be responsible for any Buyer or to any other person for damage, injury or loss of any kind whatsoever (including loss of profits and consequential damages) to any property, persons or animals caused directly or indirectly by the Goods supplied, advice given or any act or omission by the Seller, and the Buyer shall indemnify the Seller in respect of all claims made by any person against the Buyer or the Seller in respect of such damage, injury or loss.
 - (b) The exemptions from the provisions of Section 13, 14, and 15 of the Sale of Goods Act, 1980 ("the 1980 Act") (as inserted by Section 10 of the Sale of Goods and Supply of Services Act, 1980) ("the 1980 Act") contained in paragraph (a) hereof, shall, in all cases other than a contract for the international sale of goods (as defined in the 1980 Act), be subject to the restrictions on such exemptions contained in Section 55 (4) of the 1980 Act (as inserted by Section 22 of the 1980 Act).
10. **Complaints:**
 - (a) No complaints in respect of the Goods shall be considered by the Seller unless the complaint is received in writing by the Seller within seven days of delivery.
 - (b) For the purpose of considering a complaint the Seller shall have the right to inspect and examine the Goods in situ. Any refusal or hindrance by the Buyer of any such inspection or examination shall amount to a waiver of the complaint by the Buyer.
 - (c) The Seller shall not accept the return of any Goods the subject matter of a complaint unless the terms of such return have been previously agreed in writing by the Seller.
 - (d) Where a complaint has been made in accordance with the provisions of this clause and the Seller has agreed that the Goods are faulty due to defective workmanship or material the Seller shall at its option either (i) repair the Goods in situ or (ii) cancel the agreement forthwith; or (iii) when the defective Goods have been returned deliver replacement goods.
 - (e) In agreeing to take action under paragraph (d) the Seller shall specify whether the cost of such action shall be borne by it or by the Seller and partly by the Buyer.
 - (f) For the purpose of paragraph (a) of this clause, time shall be deemed to be of the essence.
11. **Patent, Registered Designs and Trade Marks:** The Buyer warrants that any design or instruction furnished or given to the Seller shall not be such as will cause the Seller to infringe any letters patent, registered design or trade mark in the execution of the Buyer's order.
12. **Force Majeure:** Without prejudice to the generality of any previous exclusion or limitation of liability the Seller shall not be liable for any failure to fulfil any term or any transaction governed by these conditions if fulfilment by the Seller has been delayed, hindered or prevented by any circumstances whatsoever which are not directly within the Seller's control.
13. **Termination:**
 - (a) The Seller may terminate this Agreement forthwith if the Buyer:
 - i. calls a meeting or creditors or makes or executes any assignment for the benefit of or compounds with creditors; or
 - ii. being a company, an order is made or an effective resolution is passed for its winding up (save a winding up for the purpose of reconstruction or amalgamation) or being an individual, commits an act of bankruptcy; or
 - iii. commits any breach of this Contract and continues such breach or permits such breach to be continued for a period of fourteen days or more.
 - (b) The Seller may terminate this Contract at any time by giving the Buyer fourteen day's notice of such termination and the Seller shall not be liable to make any payment whatsoever on foot of such termination.
 - (c) In the event that for any reason this Contract is cancelled by the Buyer, the Seller shall, in addition to and without prejudice to any other rights which it may have against the Buyer, be entitled to recover from the Buyer payment for all Goods delivered to the Buyer hereunder as well as payment in respect of goods manufactured or partly manufactured for the Buyer under this Contract but not delivered to the Buyer at the date of cancellation. Any such cancellation by the Buyer shall be made by giving 21 days written notice thereof to the Seller and the Seller shall from the date of receipt of such notice ("the date of cancellation") cease to manufacture goods for the Buyer.
14. **Entire Agreement:** These Conditions comprise the entire agreement between the parties and they shall not be altered or modified in any manner without the written consent of the Seller.
15. **Governing Law:** This contract shall be governed by and construed in accordance with the Laws of Ireland. The Buyer hereby irrevocably submits to the jurisdiction of the Irish Courts in relation to all matters in dispute hereunder and/or the sale or supply of the Goods to the Buyer pursuant to the terms hereof.
16. **General:**
 - (a) The Buyer shall have no right of set-off against the Seller in respect of sums that may from time to time be due by the Seller to the Buyer.
 - (b) The parties hereto deem each of the clauses and paragraphs hereof to be joint and several such that the unenforceability of any one or more of them shall not affect the enforceability of the other of them. In the event that any one or more of the paragraphs or clauses hereof shall be found to be unenforceable or invalid in whole or in part for any reason whatsoever such unenforceability or invalidity shall not affect the enforceability or validity of the remaining paragraphs or clauses or parts hereof and such invalid or unenforceable paragraphs or clauses shall be deemed to be severable from the other paragraphs and clauses hereof.
 - (c) These trading terms and in addition to and not in lieu of such statutory rights as may be vested in the Buyer.
17. **Liability of Seller:** The Seller's liability to the Buyer arising out of or in connection with this Contract shall not, whether such liability arises in contract, tort or otherwise, exceed the invoice price of the Good(s) in respect of which the liability arises.