

B J Waller Limited  
20 Wilburton Road  
Stretham, Cambs, CB6 3LN

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## NEW ACCOUNT APPLICATION

**Registered Office Address:****Name:****Address:****Invoice Address:** (if different)**Tel:****Email:****Tel:****Email:****Fax:****NB:** All invoices and statements will be emailed  
unless notified otherwise**Buyer:****Tel No:****Mobile No:****Accounts:****Direct Line:****Email:**

Principle Business Activity: \_\_\_\_\_

Company Registration: VAT Number: 

Year Trading Commenced: \_\_\_\_\_

Company Yearly Turnover: \_\_\_\_\_

Estimated Monthly Spend: \_\_\_\_\_

## Trade References:

**Company Name & Address:****Name:****Telephone:****Fax:****Email:****Company Name & Address:****Name:****Telephone:****Fax:****Email:**

I/We have applied for a credit account. I/We acknowledge the terms and conditions of sale as enclosed with this form and agree to abide by these conditions. I/We agree to pay all invoices by the due date.

Signed .....

Position .....

## **B J Waller Limited**

### **Conditions of Sale**

1. PARTIES In these Conditions of Sale B J Waller Limited is referred to as “the company” and the individual, firm, company or corporation placing an order is referred to as “the customer”
2. CONDITIONS APPLYING
  - 2.1 Unless otherwise agreed in writing these conditions will govern all contracts for the sale of the Company’s goods or the supply of its services. Any qualification or modification of these conditions and any other conditions, which the customer may seek to impose, will not apply unless expressly accepted by the Company in writing. No employee of the Company has authority to vary these terms orally.
3. CONTRACT
  - 3.1 The company’s quotation does not constitute an offer. An order from the customer based on the Company’s quotation shall constitute the offer, and acknowledgement of that order by the Company shall constitute acceptance of that order. An order shall not be capable of being cancelled from the moment the acknowledgement of order is posted.
4. DELIVERY / STORAGE / COLLECTION
  - 4.1 Delivery is ex the company’s works unless otherwise stated.
  - 4.2 If through lack of advice from the customer the company is not able to deliver the goods to the customer on the date that the company has notified the customer of intended delivery the company may arrange for their storage at the company’s own works or elsewhere and the customer shall pay to the company all reasonable charges and costs of so doing.
  - 4.3 All deliveries to a customers premises shall be checked at and signed for at the time of delivery by the person who has accepted delivery on behalf of the customer and such delivery shall be deemed to have been made in good faith notwithstanding any relationship between the signatory and the customer.
  - 4.4 The customer or his appointed agent shall release no goods for collection, unless that person provides a written order on the customers official stationery endorsed by an authorised signatory at the time that the collection is made.
  - 4.5 The company reserves the right to impose a handling charge for any goods returned to the company by a customer.
5. LOSS OR DAMAGE PRE-DELIVERY OR IN TRANSIT.

Any loss or damage or shortage must be notified to the company as soon as possible and in any event within 48 hours of delivery and in the case of damage the damaged goods and their packaging must be preserved otherwise the company shall be entitled to disclaim liability that the company might have otherwise incurred. Where goods are dispatched via a third party the risk passes at the time goods leave our premises, but in any event the company shall not accept liability for any consequential loss incurred due to shortages or goods lost in transit.
6. PRICE
  - 6.1 The price quoted in the company’s quotation is open for acceptance for 30 days. If an order is not received and accepted by the company within the period stated the company might review its prices.
  - 6.2 The price quoted is exclusive of any Value Added Tax payable in respect of the supply of goods or services and this will be additionally payable by the customer.
  - 6.3 Carriage, packing and postage may be charged where applicable unless a previous variation is agreed in writing.
6. PAYMENT
  - 6.1 Where credit terms are agreed payment shall be due at the end of the month following the month of invoice. Invoices shall be raised for goods on delivery.
  - 6.2 If the customer does not pay the whole of the invoice by the required day the customer shall pay interest on the amount outstanding from the date due for payment until the actual date of payment at the rate of 1% per month.
  - 6.3 So long as any payment is outstanding under this contract of any other contract between the company and the customer the company shall have a lien on any of the customers goods or equipment in the company’s possession and the company shall be entitled to retain them or any of them and withhold any further orders or deliveries until payment is made. Credit may be withdrawn at any time without notice.
7. TITLE
  - 7.1 The goods shall remain the sole and absolute property of the company as legal and equitable owner until such time as the customer has paid all monies due to the company.
  - 7.2 The company may for the purpose of recovery of company’s goods or equipment enter the premises where they are stored or where they are reasonably thought to be stored and may repossess the goods or equipment.
  - 7.3 Until such time as title in any goods or equipment passes to the customer they will be stored on the customers premises separately from the customer’s own goods or those of any other person and in a manner which makes

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them readily identifiable as the company's goods and equipment.

- 7.4 The customer acknowledges that upon delivery the customer is in possession of the goods and equipment solely as a fiduciary for the company and whilst the customer is licensed by the company to sell the goods this is subject to the express condition that the entire proceeds of the sale are held in trust for the company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the company's monies. Notwithstanding that the title in goods remains with the company until all monies due are paid, the risk in the goods shall pass on delivery and the customer shall fully insure such goods.

8. LIABILITY

8.1 For Injury, Damage or Loss

The company shall not in any circumstances be liable to the customer for any damage or loss involving any persons, property or interest howsoever suffered by the customer in connection with the installation, use, functioning or state of the goods or in connection with anything done or admitted to be done by the company its servants or agents at site, except that liability for death or personal injury as a result of negligence only may not be limited or excluded by any contract term.

8.2 For Delay and Delivery

The date quoted for delivery is given in good faith but time is not of the essence and the company shall not be liable for any loss or damage of any kind whatsoever resulting from any delay in such delivery or completion. The company shall only be liable for delivery if the company has specifically guaranteed the date in writing for delivery and also if the company has agreed a definable sum as liquidated damage in which case payment of such a sum shall be in full settlement of the company's liability for such delay. Any time for delivery and/or completion of the contract shall be extended by a reasonable period if delivery and/or completion of the contract is hindered or delayed by any reason not entirely within the company's control.

9. CARRIAGE CHARGES (UK mainland Only)

9.1 Website orders - next day carrier service (Orders below £100.00) will occur a charge of £8.95

9.2 Non-website orders - next day carrier service (Orders below £150.00) will occur a charge of £8.95

9.3 For deliveries outside UK mainland, carriage charges TBC

9.4 Click & Collect - free of charge

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## **B J Waller Limited Returns Procedure**

To enable us to deal with customer returns and credits more efficiently we would like your co-operation in following our returns' process as below:

- Please contact us within 7 days of receipt of the goods, advising us of the delivery note/invoice number, our part number, quantity of goods and the reason for the return.
- If the goods can be returned we will then issue a customer returns note stating how the goods should be returned and any restocking charge (typically 10-35% depending on circumstances).
- If the goods have been returned in a re-saleable condition with the original packaging a credit will be issued.
- Please note we are unable to accept the return of any goods without an official B J Waller Limited Returns Note being filled out by a member of our staff.

By using this procedure we can ensure that our computer controlled stock system is up to date and accurate with the correct items in stock to ensure a swift delivery of goods.

We appreciate your understanding with this matter and should you have any concerns, queries or comments please feel free to contact us on 01353 647111.