



Bay Plastics Ltd

CREDIT ACCOUNT APPLICATION FORM

Thank you for requesting a credit account with Bay Plastics Ltd. Please complete the form, sign the bottom, and either post, e-mail to accounts@bayplastics.co.uk or fax it back to 0191 2581010. Please note, incomplete applications may take longer to process. If you have any further questions regarding the form please do not hesitate to contact us.

Section 1

Business Name _____

Business Address _____

_____ Post Code _____

Please select appropriate company and business type:-

Limited Company Yes / No Business Sector

Company Reg. No. _____ 1) Sign, Print & Display

Partnership Yes / No 2) Engineering & Industrial

Partners Names _____ 3) Glazing, Construction & D.I.Y.

_____ 4) Fabrication

Sole Trader Yes / No

Name _____ 5) Other _____

VAT Reg. No. _____

Duration of Trading _____ Years _____ Months

Monthly Credit Limit Required £ _____

Any Payment Terms Agreed with Our Staff

If Yes, please state _____

Please fill in section 2 - Contact Information



Bay Plastics Ltd

Section 2

Sales Contact 1

Name _____

Tel No. _____

Fax No. _____

E-mail. _____

Sales Contact 2

Name _____

Tel No. _____

Fax No. _____

E-mail. _____

E-mail Statements to: _____

E-mail Correspondence to: _____

Company Website: _____

Accounts Contact 1

Name _____

Tel No. _____

Fax No. _____

E-mail. _____

Accounts Contact 2

Name _____

Tel No. _____

Fax No. _____

E-mail. _____

**I declare that the information shown here is correct to the best of my knowledge,
and that I have read and accepted Bay Plastics Limited terms and conditions.**

Signed _____

Print Name _____

Position _____

Date _____



Bay Plastics Ltd

Terms and Conditions

Scope – These conditions apply to and govern all contracts for the supply of goods by Bay Plastics Ltd. (“the company”) to any other person (“the customer”) and shall prevail over any inconsistent terms or conditions contained or referred to in the Customer’s Order or in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished. No variation, waiver or addition to these terms shall be valid unless previously agreed in writing by the company.

Quotations – Quotations and tenders by the company shall not constitute offers and the company reserves the right to withdraw or amend the same at any time prior to acceptance of the customer’s order. A quotation remains valid for 5 working days from the date of its instigation. This period may be extended at the discretion of the company.

Prices – Unless otherwise specified in the contract prices shall be those ruling at the time of dispatch and the company shall have the right to revise quoted prices to take account of any change in rates of duty, carriage, freight or insurance and raw material cost. Unless otherwise stated prices are exclusive of VAT.

Export Sale – An export sale is a sale where the goods are to be exported from the UK whether on a CIF, FOB or any other terms.

Terms of Payment – All prices are quoted net of VAT. Unless specifically stated to the contrary, payment of invoices shall be due 7 days from the date of delivery or invoice (whichever is the sooner). The price stated in the sale contract in all cases including export sales is exclusive of the cost of packaging/packing and transportation, which shall be identified separately on the invoice and payable by the buyer. The company reserves the right to levy a surcharge on all unpaid accounts which are more than the stipulated 7 days payment window at the rate of 4% over the HSBC base lending rate. Such interest may be charged at any time after the period stated and when surcharged shall itself be liable to interest at the same rate. The base interest rate charged shall be equal to the bank rate as at the date the account became more than the stipulated 7 days payment window. An administration fee of £100 will be levied in addition to any court fees incurred in the event of the company having to take legal proceedings to recover overdue accounts.

Delivery – a) Unless delivered by the company’s own transport, delivery shall be deemed to have been effected upon delivery by the company to the carrier named by the customer or other carrier for transport to that destination. In cases of prices being quoted ex-works delivery shall be deemed to have been effected upon notification to the customer that the goods are available for collection. The company retains the absolute right to select the method and route of carriage of the goods.

b) where goods are sold CIF or FOB or on the basis of any other international trade term the meaning of such term contained in the relevant and prevailing Incoterms Act shall apply as if expressly incorporated herein, except insofar as any part of the same may be inconsistent with any of the provisions contained in these conditions.

c) in any cases where goods are sold FOB the seller shall be under no obligation to give the customer the notice specified in Section 32(3) of the Sale of Goods Act 1893.

d) delivery dates mentioned on any quotation or acceptance or elsewhere are approximate only and not of contractual effect. Time is not of the essence of the contract so far as regards delivery dates nor shall the Company in any event be under any liability to the Customer in respect of any delay in delivery.

e) in the case of orders involving more than one delivery if default is made in payment on the due date the company shall have the right to suspend all or any further deliveries pending payment or to terminate the contract in its entirety by notice in writing to the customer.

f) in the case of sales not involving carriage by sea or air the risk in the goods shall pass to the customer on delivery in accordance with these conditions. As from the time of delivery the company shall not be liable for any loss, damage or deterioration of the goods from whatever cause arising. If the company is to deliver to an independent carrier for onward carriage to the end place of delivery to the final customer, delivery shall be deemed to be the delivery of the goods to the buyer when delivery to the independent carrier takes effect. The independent carrier will stand in the shoes of the end buyer.

g) refusal by the customer to take deliveries at the specified times will relieve the company from the obligation to make further deliveries without prejudice to the company’s right to recover damages for such refusal.

h) in the event of non-delivery, claims must be sent in writing to the carrier and to the company within 10 days of the date of the company’s advice note or invoice or other notification of dispatch.

Inspection – Any testing and /or inspection required under the contract shall be carried out at the company’s works or such other place or places as the company may appoint and shall be accepted as final by both parties.

Variations in Quantity and Size “tolerances”–

a) in the case of order for sheets and /or sections of special size, shape, gauge or length the company shall be deemed to have fulfilled its contractual obligations by delivery of a quantity of goods within 10% either way of the quantity agreed to be delivered and the customer shall pay for the actual quantity delivered pre rate at the invoice rate.

b) all weights per foot or per piece stated on the company’s quotations and /or acceptance of order forms are approximate only and are subject to dimensional tolerances.



Bay Plastics Ltd

Insurance – In any case where the customer wishes the company to insure any specific consignment of goods the customer must so advise the company in writing within 5 working days prior to delivery quoting the full value to be insured and the premium chargeable for such insurance shall be paid by the customer.

Infringement of Third Party Rights – the customer shall indemnify and keep indemnified the company against all damages costs and expenses which may be incurred by and for which the company may become liable as a result of carrying out any work required to be done in accordance with the requirement or specification of the customer involving an infringement of the copyright or rights in a patent or in any other intellectual property of any other person firm or company.

Liability –

a) The company shall not be liable for any defects in the quality, nature or condition of the goods or for any failure of the goods to comply with any specification or for any shortage in quantity delivered unless a claim in writing shall have been lodged with the company by the customer within five working days of delivery of the goods.

b) in the event of any defect, failure or shortage as aforesaid which is duly notified to the company in accordance with this condition the company shall replace free of charge any goods found to be defective by reason of faulty material or workmanship provided, that as a condition thereof the company may require that the goods or materials concerned are returned to the company's works carriage paid within one month of discovery of the defect and the company shall make good any such shortage. The company shall retain the right to repair the said goods rather than replace them if it sees fit that this is the correct course of action.

c) subject to the foregoing all conditions and warranties implied by statute common law or otherwise as to the quality or fitness for purpose of the goods are excluded. Furthermore the company shall be under no liability to the customer for any loss, damage or injury direct or indirect resulting from the defective material, faulty workmanship or otherwise howsoever arising out of the contract and whether or not caused by the negligence of the company, its servants or agents, subject to the inspection clause above. In addition, the company's responsibility will be limited to the replacement of the materials concerned only.

Licenses and Consents – If any license or consent of any government or other authority shall be required for the purchase of the goods the customer shall obtain such license and if necessary or so required produce evidence of the same to the company on demand.

Force Majeure – The company shall not be liable for any loss or damage which may be suffered by the customer as a direct or indirect result of the company delaying in or being prevented from carrying out its obligations under the contract by reason of an act of God, riot, strike, lock-outs, trade disputes, or labour disturbances, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport or any act of terrorism other circumstances whatsoever outside the control of the company.

Termination – If the customer enters into a deed of arrangement or compounds with his creditors or if a receiving order is made against him or (being a company) shall pass a resolution or the court shall make an order that the customer shall be wound up (otherwise than for the purposes of amalgamation or re-construction) or if a receiver shall be appointed of any of the assets or undertaking of the customer or if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager which entitle the court to make a winding up order or if the customer takes or suffers any similar action in consequence of debt or commits any breach of the contract the company may stop any goods in transit and suspend further deliveries and by notice in writing to the customer may forthwith terminate the contract without prejudice to any existing claim.

Waiver – The failure on the part of either party to the contract to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

Notices – Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by pre-paid first class post, telex or addressed to the party concerned at its principal place of business or last known address.

Governing Law and Arbitration – The contract shall be governed by and construed and interpreted in accordance with the laws of England.

Title to Goods – Title to goods supplied passes to the customer upon payment of the relevant account and not upon delivery. The customer acknowledges that until such time as the property in the goods passes to him from the company he is in possession of the goods as a bailee for the company. Therefore the company may for the purpose of recovery of the goods enter upon the buyer's premises where they are stored (until title passes they shall be stored separately to the buyer's other stores and made readily identifiable) and may repossess the same.

General – The customer acknowledges that the seller may make a credit reference search and keep a record of that search on computer or in manual records and may share information with other businesses. The company (i.e the seller) may also make enquiries about any of the directors with a credit reference agency.

Data Protection – Any information held either electronically or in paper form will be maintained solely at the company's premises and not supplied to any third party other than members of Bay Plastics group of companies.