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Galleywood  
Chelmsford  
Essex  
CM2 8RH

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accounts@wray-techsupplies.com

### Trade Credit Application

Company Name:		Legal Entity:	Limited Co/Partnership/ Sole Trader/LLP
Invoice Address:		Registered Office: (If same as Invoice address leave blank)	
Post Code:		Post Code:	
Tel No:	Fax No:	Mobile Number:	
Contact Name:		Company Registration No:	
Order confirmation & Tracking Email:		Vat Registration No:	
Accounts Email:		Established (No. of Years):	

#### Sole Trader Only Partner 1/Director 1

#### Partner 2/Director 2

Name:	Name:
Home Address:	Home Address:
Post Code:	Post Code:

#### Bank Reference

#### Trade Reference 1

#### Trade Reference 2

Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Account No:	Telephone No:	Telephone No:
Sort Code:	A/C Open Since:	A/C Open Since:
	Credit Limit:	Credit Limit:
Expected Monthly Sales: £	Max Amount of Credit Required: £	

#### Agreement to the Company's Terms and Conditions of Sale

<ol style="list-style-type: none"> <li>I have read and understood the Company's Terms and conditions for the Supply of Goods and Service and agree to abide by them.</li> <li>I am aware that the Company must be notified of any discrepancies or queries as follows: <ul style="list-style-type: none"> <li>Invoice queries or Product quantity or description problems – within 7 days of receipt</li> <li>Faulty products – please refer to Terms and Conditions overleaf.</li> </ul> </li> <li>I confirm acceptance of the Company payment terms of 30 days from end of month of invoice date.</li> <li>I give my consent to a credit search being made on me as owner/partner or director of this organisation both now &amp; at any future date. I understand this search will be recorded by the agency &amp; may be disclosed to subsequent enquirers.</li> <li>I the undersigned as an Officer of the applicant business hereby personally guarantee payment of all monies due for goods supplied by the company and in accordance with their terms and conditions of sale, a copy of which I acknowledge having received. (To be signed by a director/partner of the company authorised to agree such matters.)</li> </ol>			
Signatory 1	Date:	Print Name:	Position:
Signatory 2	Date:	Print Name:	Position:

**Please also remember to sign the terms and conditions sheet which is a separate document.**

Wray-Tech Supplies Limited Company Registered No: 11245154 VAT No:289 8272 37

Bank Details Metro Bank. 38 High Street Chelmsford Essex CM1 1BE A/C Number 27654223 Sort Code 23-05-80

# Wray-Tech Supplies Ltd

## Terms & conditions

### 1. APPLICATION

These conditions shall apply to the sale of all goods and services by Wray-Tech supplies Ltd (the company) and contain the whole agreement between the company and the customer to the exclusion of all other conditions, statements and warranties whether express or implied except where contracting out is wholly or partly prohibited by law in which event they cease to apply only in respect of the prohibition. A contract incorporating these conditions and subject to them will be formed upon the acceptance by the company of either written or verbal instructions from the customer or his agent to deliver goods or services to premises where the customer's business is normally conducted or to any other address specified by the customer or his agent for delivery of the goods or services requested. If no objection is raised within three days of the dispatch of the company's order acknowledgment to the order instructions accepted verbally or in writing, the wording of the acknowledgment of order except as set out below shall be conclusive as to all conditions additional to these terms and as to representations made by the company. Any objection so raised shall be in writing sent by registered post to the company's address. The company may rectify any typing or clerical errors appearing on its documentation.

### 2. DESCRIPTION

Goods shall bear the description contained in the acknowledgment and the accompanying delivery note and are not sold as suitable for any particular purpose or subject to any particular standard of construction unless that purpose or standard is expressly stated on the acknowledgment of order or delivery note and the goods are warranted to be of that standard on the acknowledgment or delivery note. All descriptions and specifications in advertising promotional or informational material are for information only and do not form part of the contract with the company. The company reserves the right to change specifications without notice. All specifications including those on the acknowledgment or delivery note and in quotations unless expressly stated otherwise are approximate only. If the customer requires exact specifications to be set, he must state so in writing within three days of dispatch to him of the acknowledgment order. The customer will check and ensure prior to ordering that the goods ordered are suitable for his purpose by performing his own tests and examinations and will check all calculations, specifications, measurements and representations made by the company and do such material and structural tests as are necessary to ensure the suitability of the material for his purpose. The customer shall not rely on representations made by the company unless expressly warranted as correct on the acknowledgment of order.

### 3. AVAILABILITY

All goods offered by the company are subject to the goods or their corporate parts and labour being economically procurable by the company. The company shall not be liable for delay or non-performance of a contract if goods are not so procurable from the company's usual suppliers. The company shall not be liable for any delay caused by things beyond its control or by fire accident (whether by the company's negligence or otherwise) strike, lockouts, crime, government, priority orders, transport difficulties, shortage of fuel, raw materials labour, Force Majeure preventing or delaying manufacture or delivery of goods.

### 4. TIME

The company shall not be liable for late delivery. The company shall not be liable to the customer or any third party arising from failure to deliver on any specified time, date or place. The customer is not entitled to rescind the contract for late delivery. All indications of time and dates for delivery are for guidance only and not binding on the company.

### 5. PRICES

Prices quoted are those ruling at the date of quotation. The price payable by the customer shall at the company's discretion be either, (a) the quoted price, (b) the price being charged by the company to its customers at the date of delivery for goods of the description delivered, (c) the quoted price raised by increases in cost of labour and material to the company between quotation and delivery. Quoted prices are exclusive of VAT which shall be charged in addition to the quoted price at the rate ruling at the date of delivery.

### 6. THIRD PARTY MANUFACTURE

Where goods are in whole or in part manufactured by a third party the company will so far as it is able assign its rights against the third party to the buyer. The company shall not, unless the buyer expressly requests in writing prior to the contract that he requires the company to be liable, be liable for defects in goods or services not manufactured or supplied by it. The company is not obliged to check goods not manufactured by it prior to delivery but may rely on representation of the manufacturer or supplier. The buyer will if he sells good subject to this clause include a similar term to this in his conditions and duly notify the company in writing of a request to hold liable as contractor and will keep the company indemnified against all actions and claims brought by third parties against the company in respect of goods sold or supplied by it.

### 7. LIABILITY

The customer will read the acknowledgment of order form and will within three days of dispatch to him of the acknowledgment of order form notify the company of any errors or omissions on it and all representations upon which he is relying other than stated thereon. The customer warrants that he has not relied on any other condition statement warranty or representation than is set out herein or on the acknowledgment of order or delivery note or notified in writing within three days as above. The company shall not be liable for any consequential loss whatsoever or latent defects in goods unless the buyer expressly states prior to contract in writing that he requires the company to be so liable and the limit (if any) of such liability. Any carrier who is to deliver the goods to customers or his order shall be the customers agent.

### 8. INSPECTION

On delivery the customer shall inspect all goods and ensure that they are correct in all respect and comply with the delivery note and the contract as to quantity, quality and specification and shall immediately notify the company in writing of all shortages and defects. The company is not liable for defects that should have been revealed upon such examination but not notified to it as set out herein. The customer shall notify in writing the carrier as well as the company as soon as possible and in any event within three days of receipt of goods damaged in transit. After delivery it shall be a precondition of any liability by the company that the customer notifies the company in writing of any defects in the goods as soon as possible and makes the goods available for testing and inspection by the company.

### 9. USED GOODS

All used goods are sold in 'as is' condition.

### 10. PAYMENT

- (a) Payment for goods is due either upon delivery or upon notification that the goods are ready for delivery whichever first occurs. If the company allows any indulgence in time for payment it may at any time alter delivery and demand immediate payment.
- (b) If payment is not made when due the company may charge interest at two percent per month or part thereof on any outstanding balance due to it and/or suspend or cancel any contract without prejudice to its rights to recover in accordance with the terms hereof of any outstanding sums due to it.
- (c) The customer will indemnify the company in respect of all costs and legal fees incurred by it in recovering overdue payments or in recovering goods under paragraph twelve.
- (d) The customer may not set off any debt due to it from the company against a payment required under another contract.
- (e) Notwithstanding the above where discount is allowed it is a pre-condition of it being taken that all conditions herein are complied with and payment made before the time stated on the invoice.

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#### 11. CANCELLATION

If payment is not made when due or the customer dies, commits an act of bankruptcy, a company receiver is appointed or a winding up petition is presented the company may without prejudice to its rights try to recover damages for antecedent breach of contract, repossess goods delivered, rescind the contract and/or enter the premises and retake any goods supplied for which payment may or may not have been demanded.

#### 12. TITLE

Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of (a) all the goods and/or services the subject of the Contract and (b) all other goods and/or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer.

#### 13. INSTALMENTS

Where goods are delivered by instalments each instalment shall be deemed to be a separate contract.

#### 14. DELIVERY

Delivery of goods shall be at the company's premises. Where the company delivers goods to site the customer will ensure safe working conditions on site and adequate facilities for loading and unloading and indemnify the company against any damage howsoever caused to the company's vehicles and property or personnel whether sub-contract or otherwise unless the damage is caused through the company's, or its employees, own negligence.

15. Where a contract is cancelled, or goods collected due to non-payment by the buyer the company may at its discretion in lieu of its other remedies against the buyer make a charge of fifteen percent of the contract price. Where goods are collected after having been delivered to the buyer whether they are sold on sale or return or otherwise, the buyer shall pay fifteen percent of the contract price of the goods collected.

#### 16. NOTICES

Any written communication by the company shall be deemed to be received if sent by first class post, on the day after posting or in other cases on the second day after posting or dispatch unless it is actually received earlier. Any written communication from the customer to the company is received only when actually received by the company. Any notice required to be sent under these conditions by the customer shall be sent by recorded delivery A R and shall not be effective until received by the company.

17. Any forbearance or indulgence by the company shall not prevent the company reverting to these conditions or affect its rights hereunder to strictly enforce the terms hereof and shall not act as an estoppel or waiver of the terms. English law shall apply to all contracts. The headings are for guidance only and do not form part of the contract. The Interpretation Act shall apply to these conditions as it does to an Act of Parliament. Any variation of these conditions shall not be binding on the company unless made in writing and signed on behalf of the company. In these conditions goods mean goods or services.

#### 18. REFUNDS

(a) Refunds may occasionally be offered at the discretion of the company.

(b) Wray-Tech Supplies Ltd operates a business-to-business service and does not normally contract with individual consumers. For business purchases, credit of the full price paid less any shipping costs and less a 25% restocking charge will be paid for returns of standard stock items only if notified within 48 hours via email or fax. Returned goods must be unused, in their existing packaging, undamaged and sent to our Maidenhead office at the purchaser's expense. Any items which are special manufacture will not be eligible for return.

(c) In the event that a sale is made to a private individual, under the Consumer Contract Regulations there will be a 14 day period from the receipt of the goods in which the purchaser may withdraw from the contract for any reason and receive a full refund by notifying Wray-Tech Supplies Ltd in writing via email, fax or post using the addresses on the contact page of this website. Please see our refunds and returns policy for more detail

#### 19. SUBSTITUTION

Due to external forces/geographical location/or extraordinary demand certain items may not be available ex stock at certain times. In such cases the customer will be informed of delivery delays/alternative products available and be given the opportunity to cancel their order and receive a full refund should they wish not to wait or accept the alternative product in substitution.