

Application for Commercial Credit

Please find an application form for commercial credit on the following page. Once filled out it can be returned to us via:

- Email to accounts@edgebp.co.uk
- Fax to 0845 021 4444
- Give to one of our trade counter staff at our Croydon, Fontwell or Horsham branches
- Post to the following address:
FAO Credit Control
Edge Building Products Ltd
Blatchford Road
Horsham
West Sussex
RH13 5QR

We also offer an online portal where you can access your prices, copy invoices and previous orders, and place new orders. If you would like us to set up a portal for you please provide the email address(s) that you require log-in details for below:

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Application for Commercial Credit

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|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------------------------------------------|
| Full Name of Applicant/Business Name: | | |
| Trading Address: | | |
| Registered Office (if different from above) | | |
| Tel: | Fax: | Mobile: |
| For Statements & Invoices - Email: | | |
| Business Type: | <input type="checkbox"/> Limited Company | <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership |
| Year Trading Commenced: | Reg. No. (if Ltd): | |
| If Partnership give full names (not initials) and home addresses of all partners (Use a separate sheet if necessary). | | |
| 1. | | |
| 2. | | |

| | | |
|---------------------------------------------------------------------------------------------------------------------|------|------|
| REFERENCE: *Please avoid using National Building Merchants as many of them do not give out Trade References* | | |
| Name, address, telephone number and contact details of 2 principal suppliers: | | |
| Supplier 1 | Tel: | Fax: |
| | | |
| Value of monthly Purchases £ | | |

| | | |
|------------------------------|------|------|
| Supplier 2 | Tel: | Fax: |
| | | |
| Value of monthly Purchases £ | | |

| | |
|-----------------|--------|
| Name of Bankers | Branch |
|-----------------|--------|

| | | | | | | | | | | | | | | | |
|-----------|----------------------|----------------------|----------------------|----------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Sort Code | <input type="text"/> | <input type="text"/> | <input type="text"/> | Account Number | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|-----------|----------------------|----------------------|----------------------|----------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|

| |
|----------------------------------------------------------------|
| Maximum anticipated monthly credit required from us £ |
| Name of the person responsible for paying our account on time: |

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| <p>DECLARATION BY APPLICANT SEEKING CREDIT – Must be signed by a director, partner or proprietor of the business</p> <ul style="list-style-type: none"> • <i>I am duly authorised by the applicant business to enter into this agreement on its behalf. We agree that payment of your invoices will be made strictly in accordance with the credit terms stated thereon. We recognise that if payment of your invoices is not made by the due date for payment, it will result in the matter being referred to an External Debt Collection Agency (EDCA) for recovery of the invoice debt; if so, we agree to indemnify you against the costs you incur in referring the matter to an EDCA to pursue the debt including the EDCA's current applicable fees for writing to us, any commission payable by you to the EDCA, all reasonable incidental costs of recovering the debt and interest as applicable.</i> • <i>We understand that as a part of your assessment of us for the granting of credit, you will make enquires of credit reference agencies and other third parties who may record those enquiries. You may also disclose information about the conduct of our account to credit reference agencies and other third parties. The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.</i> • <i>I authorise our bankers to provide an opinion as to our suitability for the requested account.</i> • <i>I accept the Terms and Conditions as detailed overleaf.</i> • <i>I the undersigned hereby confirm that if the credit facilities are approved, the account will be paid as per your normal monthly terms.</i> | |
| SIGNED | NAME (Please Print)..... |
| DATE | POSITION |

Edge Building Products Limited: Terms of Sale

1. Introduction

(a) In these Conditions:

Consumer means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession;

Contract means any contract between you and us for the sale and purchase of Products incorporating these Conditions and any Quote and/or order confirmation we provide;

Made-to-Order Product means a product made to order or otherwise cut down;

Price means the price of the Products;

Products means the Standard Products and/or the Made-to-Order Products as applicable;

Quote means our written quotation for the Products and the Price, including any measurements, specifications and/or drawings;

Standard Products means any product we offer for sale that is not made to order;

Trader means a person acting for purposes relating to that person's trade, business, craft or profession;

us/we means Edge Building Products Ltd with its main office at Blatchford Road, Horsham, Sussex RH13 5QR;

Website means the website located at www.edgebp.co.uk;

Working Day means any day other than a Saturday, Sunday or public holiday in England; and

you means the buyer indicated on the Quote or who placed the order for the Products.

(b) These Conditions apply to Consumers and Traders purchasing Products. No other terms and conditions apply, including any that you send to us. Different parts of these Conditions may apply depending on whether you are a Consumer or a Trader and whether you are buying Made-to-Order Products or Standard Products.

(c) We reserve the right to update these Conditions from time to time at our discretion. If we do so, the updated version will be effective as soon as it is available in respect of any subsequent purchase you may make.

2. Quotations and Orders of Products

(a) A Quote is valid for a period of 30 days unless otherwise stated in writing on the Quote.

(b) We accept orders for Standard Products in writing or through our Website. If we receive an order on the telephone, we may send you a Quote, or an order confirmation to confirm the details of the order. On receipt of a request to purchase Made-to-Order Products, we shall prepare a Quote based on the measurements you provide to us

(c) It is your responsibility to check any Quote or order confirmation carefully and notify us of any changes required. If you wish to accept the Quote, you should notify us accordingly within 30 days of receipt of the Quote. On your acceptance of a Quote (either by signing, or otherwise confirming) and/or on your receipt of an order confirmation, a legally binding Contract shall come into existence on these Conditions.

(d) All Standard Products are subject to availability. We will inform you as soon as possible if the Standard Products ordered are not available and we may offer an alternative of equal or higher quality and value or provide a refund for sums paid.

3. Price and Payment for the Products

(a) Unless we agree in writing otherwise, the Price for the Products is due on your receipt of our invoice, or if you order on our Website, at the time of the order.

(b) For offline orders, payment can be made by credit or debit card, cash or cheque or direct bank transfer. For the avoidance of doubt, payment is not received until a cheque has cleared in full. If you order on our Website, payment can be made by credit or debit card or PayPal. All PayPal payments are subject to authorisation by PayPal.

(c) If we agree to vary the specification for a Made-to-Order Product, you will pay any increase to the Fee.

4. Delivery or Collection

(a) You may collect the Products from our premises with our agreement. Any date for delivery set out on the Website, a Quote or otherwise provided to you is an estimate, and we shall have no liability for any failure to deliver by any particular date. However, we expect most Standard Products to be delivered or ready for collection within 2 weeks of the Contract and most Made-to-Order Products to be delivered or ready for collection within 3 months of the Contract. If you have not received your Product within these timescales, please contact us.

(b) It is your responsibility to ensure that there is someone available to receive delivery and to offload the Products from our delivery vehicle. We may charge you a storage fee if we are unable to deliver them as a result of your act or omission.

(c) Delivery costs for Products will be set out in the Quote or on the Website.

5. Consumer right to return Products

(a) A Consumer cannot cancel a Contract to purchase Made-to-Order Products.

(b) A Consumer may cancel a Contract for Standard Products (except if the order is placed in person) by contacting us by email within 14 days from the date you

receive the Standard Products, clearly stating the following: your name, geographical address, your phone number, email address and full details of the order you wish to cancel. You must take reasonable care of the Standard Products whilst they are in your possession, including by storing them in accordance with our instructions. You must return the Standard Products and their original packaging to us without undue delay and in any event within 14 days of the notice to cancel, and you must return the Standard Products at your own cost and risk. Please also make sure you package the Products appropriately to avoid damage. We will not refund you if we do not receive the returned Standard Products or if they are damaged. We shall refund you the Price paid using the same means of payment that you used pay for the Standard Products.

(c) The provisions of this Condition 5 do not affect your consumer statutory rights. We warrant that the Products shall be of satisfactory quality, fit for purpose and comply with the Quote. If the Products do not comply with this warranty we will either (i) replace any Products that are damaged or defective; or (ii) refund to you the amount paid by you for the Products in question. You must return the Products to us or make the Products available for collection in accordance with our reasonable request as soon as possible after informing us that the Products are damaged or have been incorrectly supplied. You should also send us appropriate evidence, including photographs, of any damaged or defective Products. We shall not be liable for any costs of removal and subsequent refitting of a Product. If following such inspection, we determine that the Products do not comply with the above warranty, we shall repair or replace the Product or any component of the Product and these Conditions shall apply to such repaired or replacement Product.

(d) For further information about your legal rights in the UK, contact your local authority Trading Standards Department or Citizen's Advice Bureau. If you have any complaint or wish to raise a dispute, please contact us first and we shall do our best to resolve it.

(e) The warranty shall not apply if (i) you have not paid the Price due in full; (b) the fault arises because you have not complied with any documentation we provide to you relating to maintenance, safety and other information relating to the Product including the installation guides available on our Website; (iii) the fault arises because of fair wear and tear; (iv) the Products have been damaged by your act or omission or the act or omission of a third party, including during installation; (v) the defect relates to a design, specification or according to measurements provided to us by or on your behalf; and/or (vi) you or any third party has attempted to repair the Products.

6. Cancellation by a Trader

(a) A Trader cannot cancel a Contract to purchase Products or return the Products except as set out in this Condition 6.

(b) You must inspect the Products on delivery or collection as the case may be and notify us of any defective, damaged or missing Products within 48 hours from and including the date of delivery or collection. The Products are deemed to be accepted if no notice is received within such time period.

(c) We reserve the right to inspect the Products, or require you to provide appropriate evidence, including photographs, of any damaged or defective Products, before we accept returned Products. If we are satisfied that the Products, are damaged or defective, or that there are missing Products, we shall arrange for a collection or request that you return the Products, to us, and at our discretion, replace the damaged, defective or missing Products, or refund the amount paid by you for the Products in question. **SUCH REFUND OR REPLACEMENT SHALL BE DETERMINED BY US AND SHALL BE OUR SOLE LIABILITY IN RELATION TO ANY REJECTED PRODUCTS.**

(d) We will be under no liability or further obligation in relation to damaged, defective or missing Products under Condition 6(c), if (i) you fail to provide notice as set out above; (ii) you make any further use of the Products, following notice to us for example, you try to install the Products; (iii) you have not paid the Price due in full; (iv) the fault arises because you have not complied with any documentation we provide to you relating to maintenance, safety and other information relating to the Product including the installation guides available on our Website; (v) the fault arises because of fair wear and tear; (vi) the Products have been damaged by your act or omission or the act or omission of a third party, including during installation; (vii) the defect relates to a design, specification or according to measurements provided to us by or on your behalf; and/or (viii) you or any third party has attempted to repair the Products.

7. Cancellation by us

(a) We reserve the right to cancel the Contract between us if (i) we have insufficient stock to deliver the Standard Products you have ordered; (ii) we do not deliver Standard Products to your delivery address and you don't agree to collect them; (iii) we cannot obtain authorisation for your payment or have reason to believe you will be unable to make payment of any sums due; (iv) one or more of the Standard Products you ordered was listed at an incorrect Price due to a typographical error or an error in the pricing information received by us from our suppliers; (v) our costs to produce or supply the

Edge Building Products Limited: Terms of Sale

- Products increases for any reason, including but not limited to a variation in currency rates or in the cost of materials, labour, transport or other overheads between the date of quotation and the completion of the work. (e)
- (b) If we do cancel your Contract, we will notify you and will refund you all sums paid promptly. We will not be obliged to offer any additional compensation for disappointment suffered or wasted expenditure. (f)
- (c) For the avoidance of doubt, we shall have no additional liability to you, including for wasted expenditure, for any failure to deliver Products or any delay in doing so that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident and/or transport issues. (g)
8. **Products** (h)
- (a) Our policy is one of continuous improvement, and therefore we are entitled without notice to make changes in dimensions, materials and design, which we deem reasonable or desirable without affecting in any adversely material way the nature of the Standard Products. We reserve the right to amend the specification of the Standard Products if required by any applicable statutory or regulatory requirements. You shall have no cause of action in respect of any such change, but if you are a Consumer, you may exercise your right to change your mind set out in Condition 5 above. (i)
- (b) Except where set out in the Quote, we may use any materials and components in the manufacture of a Made-to-Order Product. This means that components and materials in one Made-to-Order Product may differ from another similar Made-to-Order Product. All components, however, will be to the same standard but performance and appearance may vary slightly. Variations in quality which do not materially affect the general commercial use of the Made-to-Order Product shall not give rise to any liability. (j)
- (c) Where Products are sold specifically as "second hand" you agree to inspect the Products before placing an Order. You cannot then rely on Condition 5 as a Consumer or Condition 6 as a Trader to claim that the Product is defective if such defect was apparent on inspection. (12)
- (d) There are installation guides available on our Website for many Products. Many of these guides are provided by the manufacturer and we have no liability for the content or information provided in the guides provided by the manufacturer. If you have any questions on the guides, you should contact the manufacturer directly. (a)
- (e) We do not warrant that the Products shall comply with any instructions you give to us that are not included in the Quote. (b)
- (f) Many Standard Products also have the benefit of a manufacturer's warranty. (c)
9. **IP Rights** (d)
- (a) You acknowledge that all copyright, design rights and any other intellectual property rights in any specification or drawings that we provide to you. You shall not provide a copy of such any specification or drawings to any third party except any third party you wish to engage to install the Products. You shall not, and shall not assist or enable a third party to, copy any such specifications or drawings or produce any products to such any specifications or drawings. (e)
10. **Additional Terms for Traders** (f)
- (a) These Conditions supersede all prior representations or arrangements, and contain the entire agreement between the parties in connection with the Products. All other terms and conditions, express or implied, are excluded to the extent permitted by law. All samples, descriptive matter and advertising issued by us and any descriptions or illustrations provided to you are given for the sole purpose of giving an approximate idea of the Products described in them. We are not liable for any recommendations, advice, opinion or statement given or made by any of our employees or other representatives. (13)
- (b) Any alterations or variation to these Conditions shall be of no effect unless agreed to in writing by one of our directors. No other employee, representative or agent can vary, alter or amend these Conditions in any way whatsoever. (a)
- (c) Ownership of the Products shall not pass to you until we have received in full (in cash or cleared funds) all sums due in respect of the Products. Until ownership of the Products has passed to you, you shall (i) not charge the Products in any way or grant or give any interest to any third party in the Products; (ii) maintain the Products in satisfactory condition; and (iii) keep the Products insured on our behalf for their full price against all risks to our reasonable satisfaction. Risk in the Products passes to you when the Products are unloaded at the delivery address. However, if you have a credit account with us, you shall be entitled to install the Products following receipt. (b)
- (d) Until you have paid for the Products in full, you grant to us, our agents and employees an irrevocable licence at any time to enter the premises where the Products are stored (i) in order to inspect them, and, (ii) if you take steps to enter into liquidation or administration, or if we reasonably believe you are likely to do so, to recover the Products. (c)
- (e) You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have. (d)
- Credit terms of payment quoted are subject to any approved Credit Account being opened or to satisfactory references. (e)
- You shall be responsible for all storage costs, additional delivery costs and other costs incurred by us as a result of failure to take delivery of the Products. To the extent permitted by law, we will not be liable to you for any loss of profit, loss of business, loss of goodwill, reputation or wasted expenditure, or for any indirect or consequential loss, damage or expenses howsoever arising out of the Products whether or not advised of the possibility of the same. (f)
- Our maximum liability for any claim by you whatsoever, including breach of contract and tort including negligence or otherwise, shall be limited to the Price paid for the Products that are the subject of the claim. (g)
- Nothing in these Conditions is intended to limit our liability for fraud, death or personal injury or other loss that may not be excluded or limited by English law. (h)
- Use of the Website** (i)
- You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. (j)
- Please ensure that the details you provide us with are correct and complete and let us know immediately of any changes to the information that you have provided to us. (12)
- The Website is made for your own use. You agree not to try to gain unauthorised access to the Website or any networks, servers or computer systems connected to the Website and/or reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble all or part of the Website save to the extent expressly permitted by law. (a)
- The copyright in all material contained in the Website including all information, data, text, images and software is owned by or licensed to us. All rights are reserved. We have used reasonable endeavours to prepare the content of the Website, however, any representations, warranties or conditions of any kind in relation to the Website and its content are hereby expressly excluded to the maximum extent permitted by law. (b)
- The Website may contain links to websites or apps operated by third parties. We do not have any influence or control over any such third party websites or apps and we are not responsible for and do not endorse any third party websites or apps or their availability or content. (c)
- We will use reasonable endeavours to make the Website available to you at all times. However, there may be occasions when access to the Website may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We reserve the right to remove any Products content or features from the Website for any reason. (d)
- General** (e)
- You may not assign, sub-license or otherwise transfer any of your rights under these Conditions. (f)
- If any provision of these Conditions is found by a court of competent jurisdiction to be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and shall continue to have full force and effect. (g)
- No party except the parties to a Contract shall have any right to enforce these Conditions. Accordingly, the Contracts (Rights of Third Parties) Act 1999 shall not apply. For the avoidance of doubt, you are not a party to a Contract under these Conditions if you are a Consumer and you have engaged a Trader who purchases Products from us. (h)
- These Conditions and any contract to which they apply shall be governed by the laws of England and Wales and are subject to the jurisdiction of the courts of England. (i)
- If you are a Consumer, have any complaint or wish to raise a dispute in relation to the Website please follow this link <http://ec.europa.eu/odr> or you can contact your local authority Trading Standards Department or Citizen's Advice Bureau. (j)
- We shall process your personal data in accordance with our [Privacy Policy](#) available on request or on our Website. (12)

Last updated: September 2019