



Sichern Hardware Ltd.
Unit 4, Potters Lane, Wednesbury
WS 10 0AS

CREDIT APPLICATION FORM

Company Name:	
Company Registration No:	Date Company Registered:
Address:	Directors Names:
Tel: _____	Website(s) : _____
Accounts Dept email: _____	Buying Dept email: _____
Name of Accounts Dept Contact Person _____	
Please Indicate Business Type (e.g Wholesaler / AI / Builders Merchants, Locksmith etc)	

Bank Details	Trade References - must be independent and un-related to your company	
Name & Address:	Trade Reference (1) Name:	Trade Reference (2) Name:
Sort Code : A/C No :	Trade Reference (1) Address & Fax No:	Trade Reference (2) Address & Fax No:

Other Terms

A. Do you wish to sell product on internet :

YES / NO

Credit Limit required

(£)

Over the last five years, has any of the people listed above been personally declared bankrupt or been involved in a business which has failed?

YES / NO

Does your company use an invoice factoring or similar service?

YES / NO

1. I/We acknowledge having read, understood, & agree to your Terms and Conditions of Sale.

2. I/We agree to references being taken up and confirm they are un-related and there are no common directors.

3. I/We confirm that our business is currently trading profitably and have no reason to expect the business to fail or become insolvent.

This form should be signed by a Director/Proprietor/Partner or persons authorised by them and submitted with your official company letterhead

Signed:

Date:

Name:

Position:

SICHERN HARDWARE LTD - TERMS AND CONDITIONS

1. All orders of Goods are subject to the following terms and conditions of sale which the buyer explicitly states to know and accept. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the buyers acceptance of these terms and conditions.
2. Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the seller.
3. Title and risk in the Goods shall pass to the buyer upon receipt of full payment for the goods and any other sums that are owed to the seller by the buyer.
4. The buyer shall pay the price for the goods as stated on the sellers invoice which should match prior agreed prices. The price is exclusive of VAT, which shall be due at the rate ruling on the date of the sellers invoice.
5. Payment for the Goods shall be made on time. If payment is not received on the due date, the seller shall be entitled not to make any further deliveries.
6. Delivery dates and times quoted by the seller are given in good faith but are estimates only, and their observance shall not be of the essence of the agreement. The sellers failure to conform to delivery dates and times shall not give rise to any liability on the part of the seller. Interest cannot be charged if the seller fails to conform to delivery dates.
7. The buyer shall be deemed to have accepted the goods 3 days after delivery to the buyer. After acceptance the buyer shall not be entitled to reject goods, which are not in accordance with the terms and conditions.
8. The seller may make good by the provision of replacement goods or credit to the invoiced value of the goods only, any defect which, following proper use of the goods, appears in the goods provided that
 - (i) the buyer notifies the seller in writing of the claimed defect(s) immediately on their appearance and
 - (ii) the seller is satisfied that the sole cause of the defect(s) is faulty design or manufacture and
 - (iii) all goods claimed to be defective are returned to the seller within 7 daysNotice of a claimed defect(s) shall be in writing and shall be sent by registered post to the address of the seller as set out on the invoice. In any effect, the seller's liability is limited to the invoiced value of the defective goods.
9. All and any guarantees will be invalid if goods are not used for the purpose they are designed for. The buyer or user of the goods is not permitted to make alterations to the goods unless they have been agreed in writing by the seller. The buyer is not permitted to give incorrect or misleading advice about the goods to their customers.
10. The intellectual property in the goods shall, as between the parties, be the property of the seller. No right or licence is granted under these terms and conditions to the buyer under any patent, trademark, copyright, registered design or other intellectual property right except the right to use or resell the goods in accordance with the terms and conditions.
11. SICHERN HARDWARE LTD permits implementing the SICHERN HARDWARE LTD marketing support package, which accelerates the sale of stock and the stockists acknowledges the recommendations.
12. All products may be resold by the buyer only in the packaging supplied by the seller and in no case may any trademark other than those applied by the seller be marked on or applied in relation to the goods.
13. In the event that the sellers products are advertised online by the buyer without obtaining the sellers approval the buyer will cease the advertising of the sellers products forthwith or on receipt of the sellers demand to cease the advertising. In the event of the buyer not complying with such demand it will be deemed a serious breach of these terms and appropriate legal recourse will be taken & not applicable if point "A" is marked "Yes".
14. These terms and conditions shall be governed by United Kingdom law and shall be subject to the jurisdiction of the courts of England and Wales.

I understand and agree to the above terms and conditions

Signed _____ Name _____ Date _____

Position _____ On behalf of (company name) _____

Please retain a copy and post the original signed form to Sichern Hardware.