



# Credit Account Application

<b>Account Details</b>		<b>Purchasing Details</b>		
Company Name		Delivery Address (If Different)		
Invoice Address				
Payment Contact		Buyer Name(s)		
Telephone Number				
Fax Number				
Email Address				
Website Address		Contact Number(s)		
How to receive invoices Email <input type="checkbox"/> Post <input type="checkbox"/> (Please tick)				
Accounts Payable Contact Name				
Accounts Contact Number				
Accounts Email Address (to receive invoices)		Fax (and/or) Email		
Monthly Credit Limit Sought GBP				
Payment Method Cheque <input type="checkbox"/> BACS <input type="checkbox"/> Direct Debit <input type="checkbox"/> (please tick)				
<b>Company Details</b>				
Registered Office		Registered Number		
		VAT Reg No		
		Date Established		
		Type of Company	Limited Co <input type="checkbox"/>	Partnership <input type="checkbox"/>
		(please tick)	Sole Trader <input type="checkbox"/>	PLC <input type="checkbox"/>
<i>If Sole Trader or Partnership please supply names and addresses of the two principal owners</i>				
Industry Type		Turnover per annum?		
Where did you hear about us?		No. of direct employees		
Predicted monthly spend?		No. of current projects		
<b>Bank Details</b>				
Name of Bank		Branch Address		
Sort Code				
Account Number				
<b>Declaration</b>				
I/We wish to apply for a credit account with Medco Solutions Limited and agree to their terms and conditions overleaf. I/We give permission for Medco Solutions to obtain credit references and a credit reference agency search.				
Signed		Position		
Print		Date		

Fax, email or post the completed form to **Medco Solutions Ltd.**  
Please include your company letterhead with the application.

# Conditions Of Sale

## 1. Definitions

- (a) The "Supplier" means Medco Solutions Limited its agents and assigns;
- (b) The "Purchaser" means the individual, individuals, firm or company purchasing goods from or otherwise dealing with the Supplier;
- (c) The "Goods" means any and all items supplied by the Company to the Purchaser.

## 2. Application of Terms

- (a) All quotations and price lists are given and all orders are accepted on these terms, which supersede any other terms in the Supplier's catalogue or elsewhere, and shall override and exclude any other terms stipulated or referred to by the Purchaser whether in his order or in any regulations, and any course of dealing established between the Supplier and the Purchaser. All orders hereafter made by the Purchaser shall be deemed to be made subject to these terms.
- (b) No modification of these terms shall be effective unless specifically accepted in writing and signed by one of the partners in the Supplier.

## 3. Representations

The Supplier shall be under no liability whatsoever resulting from or arising out of or in connection with or in relation to any statement report or other representation made by any of its partners servants or agents before the contract between the Supplier and the Purchaser was entered into, unless the Purchaser shall give notice in writing to the Supplier before the contract is entered that it intends to rely on any such statement report or other representation.

## 4. Refusal of orders

The Supplier reserves the right to accept or refuse any order given on the basis of its quotation or otherwise and in the event of the refusal of any order the Supplier shall not be liable for any loss or damage arising therefrom or in connection therewith or in relation thereto.

- 5. (a) Some items sold by the Supplier are sold by weight based upon the Supplier's experience and knowledge that those items when sold by weight will equal a certain quantity. In cases where a purchaser order a quantity of such items which are sold by weight the Supplier gives no guarantee or warranty that the precise number of items will be supplied.
- (b) Many products are supplied to the Supplier by manufacturers in boxed quantities. The Supplier gives no guarantee or warranty that the quantities are accurate and accepts no responsibility for any discrepancies. Any box quantities stated are approximate and may change without notice.

## 6. The Goods

- (a) The Supplier undertakes to replace or repair free of charge any Goods supplied which are defective in material or workmanship always provided that:
  - (i) whether or not Goods are defective in material or workmanship shall be for the sole decision of the Supplier;
  - (ii) the Supplier's undertaking shall only apply in respect of Goods in respect of which a complaint is received by the Supplier within three days of delivery to the Purchaser. Any goods in respect of which this condition applies shall be returned to the Supplier in its original packaging within fourteen days of delivery to the Purchaser.
- (b) The Supplier shall be under no liability to the Purchaser whatsoever other than set out in (a) above. Without prejudice to the generality of the foregoing the Supplier shall be under no liability for any consequential losses howsoever arising.
- (c) All conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise (including without prejudice to the generality of the foregoing, any implied condition, warranty or undertaking as to correspondence of the goods with any contract description given, merchantable quality or fitness for any particular purpose) are hereby wholly excluded.
- (d) Without prejudice to the generality of the foregoing, the Supplier shall have no responsibility for providing any guard or protection necessary to comply with statutory requirements in connection with any of the Goods.
- (e) Changes may occur to sizes and specification of goods and in this event the Supplier may provide an approximate equivalent to the item stated.

## 7. Indemnity

The Purchaser hereby undertakes to indemnify and keep indemnified the Supplier its servants and agents against all costs, damages, expenses, penalties, losses and other liabilities whatsoever, including, but without prejudice to the generality of the foregoing, liability for personal injury and death, damage to property and consequential losses, incurred as a result of or arising from or in connection with or in relation to any act, omission, word, or deed, whether or not negligent, or the Supplier its servants or agents in pursuance of the supply of Goods hereunder.

## 8. Prices and Payment

- (a) Goods will be invoiced and shall be paid for at the prices ruling at the time of despatch. The price list provided by the Supplier is for guidance only and all prices and quotations are subject to variation at any time without notice to the Purchaser.
- (b) Payment is due 30 days end of month following date of invoice. If payment in full is not received by such date the Supplier reserves the right to charge interest on the outstanding balance at 3% above National Westminster Bank base rate.
- (c) The Supplier reserves the right to demand payment of the price at any time.
- (d) Supplies will be withheld if accounts are overdue by more than 15 days.
- (e) Any legal and debt collection expenses will be added to the monies due from the purchaser.

## 9. Small Orders

Orders for goods for which the total price is under £75 (excl. VAT) are subject to a carriage and packing charge save in the case of retail customers where the charge will be levied in respect of goods for which the total price is under £100.

## 10. Reservation of Title

- (a) The property of the Goods shall not pass to the Purchaser until all sums owed to the Supplier on any account whatsoever have been paid notwithstanding that delivery has already taken place.
- (b) The Supplier shall be entitled to all rights of access to the Purchaser's premises to enforce its rights hereunder.

## 11. Delivery and Risk

- (a) Unless otherwise stipulated and subject to Clause 2(b) above all Goods for delivery will be despatched by the conveyance of the Supplier's choice. Where the Purchaser requires a different means of conveyance any extra cost must be paid by the Purchaser.
- (b) Whilst every effort will be made to avoid delay no responsibility is undertaken for meeting any specific delivery dates. Accordingly no liability will be accepted for any direct or indirect loss which may have been caused by delayed delivery.
- (c) Risk in the Goods shall pass to the Purchaser on delivery.

## 12. Returned Goods

- (a) Subject to (d) below, Goods may be returned to the Supplier for credit or exchange for up to fourteen days after the date of delivery provided that the delivery note or invoice number is quoted.
- (b) Save for Goods returned under clause 6(a) above, returned Goods will only be accepted by the Supplier if they are in a sound and resaleable condition. Whether Goods are sound and resaleable shall be for the sole decision of the Supplier. Any goods which the Supplier deems to be not resaleable will only be returned to the Purchaser at the specific request of the Purchaser and at the Purchaser's expense. Notwithstanding the discretion of the Supplier in deciding whether goods are sound and resaleable, goods will not be deemed resaleable if they are returned in anything but their original packaging or the quantities of the goods returned are different from those originally supplied.
- (c) Where the goods returned for credit or exchange are goods which have been supplied in boxes or in quantities credit notes or exchange of goods will only be given if the goods are returned in their boxes and/or in the same quantities supplied to the Purchaser. Credit notes will only be issued if the Suppliers Collection Note has been issued to the Purchaser.
- (d) Save for goods returned under clause 6(a) above, the Supplier reserves the right to make a charge for handling and restocking equal to 20% of the sale price of the goods returned.
- (e) Goods especially obtained for the Purchaser may not be returned for credit or exchange.

## 13. New Accounts

By agreeing to the Conditions, the Purchaser confirms that it agrees to the Supplier undertaking a credit reference agency search. Where such a search is undertaken by the Supplier with a reputable credit reference agency, the credit search will place a 'footprint' on an individual director, owners, partner or equivalent and/or the firm, company, partnership or other organisation's credit file whether or not the application for a credit account is accepted by the Supplier. The record of the search may be seen by other organisations when applying for credit in the future. In addition, the credit search will cover the credit files of directors, owners, partners, or equivalent in respect of the Purchaser. These enquiry searches will be seen by other organisations if any director, owner, partner or equivalent applies for credit in the future.