

Trade Cash Sale Application Form

Tipplers
BUILDING MATERIALS
 Walter Tipper Ltd
 Europa Way
 Lichfield
 Staffordshire
 WS14 9TZ

PLEASE COMPLETE IN BLOCK CAPITALS. Please include area codes on all telephone and fax numbers.

COMPANY DETAILS			
MR / MRS / MISS / OTHER	FIRST NAME	SURNAME	DOB / /
COMPANY NAME			
ADDRESS			
POSTCODE	TEL No	MOBILE	FAX
E-MAIL			
COMPANY Reg. No		YEARS ESTABLISHED	
IS YOUR COMPANY A:		<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> PARTNERSHIP
		<input type="checkbox"/> LTD COMPANY	<input type="checkbox"/> OTHER
TRADE ADDRESS (to which invoices and statements will be sent) ADDRESS			
POSTCODE		FAX No	
TEL No		MOBILE	
REGISTERED OFFICE ADDRESS (if different from trading address) ADDRESS			
POSTCODE		FAX No	
TEL No		MOBILE	

DESCRIPTION OF BUSINESS – please tick the appropriate box			
BUILDING TRADE -general HOUSE BUILDER CONSTRUCTION COMPANY CIVIL ENGINEERING ENGINEERING COMPANY GROUNDWORKER FLOORING/ WALL CONTRACTOR ELECTRICIAN CARPENTER/ JOINER HEATING ENGINEER JOINERY MANUFACTURER PAINTER/ DECORATOR/ GLAZIER	<input type="checkbox"/> PLASTER/ DRY LINING COMPANY <input type="checkbox"/> PLUMBER <input type="checkbox"/> ROOFING CONTRACTOR <input type="checkbox"/> PAVING CONTRACTOR <input type="checkbox"/> FENCING CONTRACTOR <input type="checkbox"/> GARDEN CENTRE <input type="checkbox"/> GARDENER, GARDEN DESIGNER <input type="checkbox"/> LANDSCAPER <input type="checkbox"/> SHOP/ OFFICE FITTER <input type="checkbox"/> HOUSING ASSOCIATION <input type="checkbox"/> PUBLIC SECTOR <input type="checkbox"/> ARCHITECT & SPECIFIER	<input type="checkbox"/> INTERIOR DESIGNER <input type="checkbox"/> DESIGNER (speciality design activities) <input type="checkbox"/> PROPERTY DEVELOPER <input type="checkbox"/> FARMER <input type="checkbox"/> HOTEL & GUEST HOUSE <input type="checkbox"/> PUB/ RESTAURANT/ NIGHTCLUB/ LEISURE <input type="checkbox"/> RETAIL SHOP <input type="checkbox"/> SPORTS/ HEALTH CLUB & ASSOCIATION <input type="checkbox"/> SELF BUILD <input type="checkbox"/> SPECIALIST KITCHEN INSTALLER <input type="checkbox"/> OTHER BUSINESS (please specify below)	

For Official Use Only- All Areas MUST be Completed

SALESMAN												
CONTRACT FILE DETAILS						COMMENTS						
ORDERS REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO			PRICE CODE 2 (cement) <input type="checkbox"/> YES <input type="checkbox"/> NO									
DISCOUNT CODE/SPEC		<input type="checkbox"/>	1. Small Builders				<input type="checkbox"/>	2. Commercial/ Farmers/ Industrial/ GP AC's				
		<input type="checkbox"/>	3. Medium Builders / Self Build				<input type="checkbox"/>	4. Spare				
		<input type="checkbox"/>	5. Small Plumbers				<input type="checkbox"/>	6. Large Developers/ House Builders				
		<input type="checkbox"/>	7. Large Plumbers				<input type="checkbox"/>	Other (please specify)				
		ANALYSIS. 1 TRADE		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ANALYSIS. 2 AREA		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I / we confirm that the above information is correct and undertake to notify Walter Tipper Ltd in writing of any subsequent amendments thereto and give my/our consent for you to carry out any necessary searches and or enquiries.

In making this application I / we acknowledge having read a copy of your conditions of sale (on reverse) and agree to abide by them.

In the case of partnerships all partners to sign.

SIGNED	SIGNED
NAME (block capitals)	NAME (block capitals)
POSITION	POSITION
DATE	DATE



Conditions of Sale

1. Interpretation

In these conditions of sale except where the context otherwise required

'The Company' shall mean Walter Tipper Limited and/or any of its subsidiary or associated Companies.

'The Buyer' shall mean any person who contracts with the Company for the supply of Goods by the Company and where one person contracts with the Company on behalf of or as an agent for another shall be deemed to include both of these persons.

'Goods' shall mean any Goods supplied by the Company including any material supplied with such Goods as packaging.

2. Price

The price of Goods shall be quoted by the Company on the day of despatch and the Company expressly reserves that right to vary any price quoted before despatch in the event of any variation in the price charged to the Company by its suppliers.

3. Availability

The Company shall be under no liability for not supplying Goods ordered if supplies of such Goods are not available to the Company.

4. Cancellation

Subject to these Conditions of Sale any order placed with the Company shall not be cancelled, deferred or altered except by agreement in writing between the Buyer and the Company.

5. Deferred Delivery

Where provision is made for deferred delivery of Goods such deliveries shall be made within two months from the despatch date given for the first consignment unless otherwise agreed in writing. In the event of the Buyer failing to accept any consignment delivered within the prescribed two month period, then without prejudice to any other rights of the Company shall be entitled to recover from the Buyer, the cost of carrying the Goods refused and to charge the Buyer for storage of those Goods until they are otherwise disposed of.

6. Measurement and Specification

- a) Goods are warranted to accord with the specification agreed with the Buyer in writing, or if no such specifications are agreed to be within the normal limit of industrial quality and all specifications, weights and measurements are subject to small variations and normal manufacturing tolerances.
- b) Exact conformity of Goods supplied with samples previously submitted is not guaranteed.
- c) Coloured materials are subject to colour variation.
- d) No suggestion of recommendation by the Company relating to the use of Goods supplied or the acceptance of an order in which the intended use of Goods is stated is a warranty by the Company that the Goods are fit for that purpose and the Buyer shall be deemed to have satisfied himself that the Goods for his own particular purpose whether or not such Goods are usually sold for that purpose.
- e) All other warranties or conditions as to quality, description of fitness for a particular purpose expressed or implied are excluded except those Conditions or warranties which are necessarily implied by the statute in the case of consumer sales.

7. Passing of risk of property

- a) Goods shall remain at the Company's risk until they are delivered to the Buyer after which they shall be at the Buyer's risk.
- b) The property of the Goods shall not be passed to the Buyer until full payment has been made for the whole consignment of which Goods formed a part and if any of the Goods in a consignment are re-sold or otherwise disposed of by the Buyer before payment has been made in full for that consignment the Company shall have the right to trace those Goods and/or the proceeds of such sale or disposal and to repossess the Goods or recover the proceeds of the sale as the case may be.

8. Delivery of Goods

- a) The Company shall not be bound by any date of delivery for Goods requested or specified by the Buyer or indicated by the Company unless there is a separate written agreement as to such a date signed by the Buyer and a duly authorised representative of the Company making such a term of the contract between the Company and the Buyer.
- b) Further where the Company indicates that:
 - i) Goods shall be delivered to the Buyer within any period of time which is specified to be approximate and/or that
 - ii) Any Goods ordered by the Buyer should be available at any branch of the Company within a time, which is specified to be approximatethe Company shall incur under no liability whatsoever for loss suffered by the Buyer of such approximate delivery and/or availability times cannot adhere to such approximate delivery and/or availability times.

9. Notification of Loss or Damage

- a) The Company shall not be liable for the supply of damaged Goods or the loss or non-delivery of the whole or any part of any consignment of Goods unless the Company and the carrier (if any) receive notification in writing of the damage, loss or non-delivery within three days of the date of supply, or in the case of a non-delivery of the whole consignment, within twenty one days of the date of despatch of that consignment and a qualified signature on a delivery note shall not constitute notification for the purpose of this clause
- b) On discovering any defects in Goods the Buyer shall immediately give written notice to the Company and enable the Company to investigate fully the complaint before the remainder of the consignment is used or returned and the Company shall be under no liability until this procedure has been carried out.

10. Terms of Payment

Payment shall be made in full (unless a settlement discount is noted on the invoice) in the month following the invoice and the Company shall be entitled to arrange interests at the rate of one and a half per cent a month on the balance outstanding at the end of the month for payment as well as after as before any judgement on the debt. We may record any failure for you to comply with credit terms and may make such information available to other organisations to enable them to assess any application for credit.

11. Force Majeur

The Company shall have the right to cancel or delay deliveries or to reduce the amounts delivered if it is prevented from or hindered in or delayed in delivering by normal routes or means of delivering the Goods through any circumstances beyond its control, included but not limited to, strikes, lockouts, war, fire, reductions in or unavailability of power at manufacturers plant, breakdown of manufacturers plant machinery or shortage or unavailability of raw materials from normal sources or routes of supply to the manufacturer.

12. Delivery Instruction

The Buyer shall indemnify the Company against all claims for damages and liability whatsoever arising out of compliance by the Company with the Buyers delivery instructions.

13. Unloading of Goods

The Buyer shall provide all necessary assistance to the Company in unloading Goods at the point of delivery and in the event of the Buyer failing to do so the Company shall be entitled to charge the Buyer with the amount of any expense incurred by the Company resultant therefrom.

14. Buyers Conditions

No conditions of sale imposed by the Buyer shall have any effect in relation to a sale by the Company unless the Company expressly in writing agrees otherwise