



Application for Credit Account

Branch: _____

Sales Contact: _____

Full Company Name: _____
Date Company became Limited: _____ Registration Number: _____
VAT No: _____ VAT Exempt Yes No (If yes, please enclose certificate)

Statement Address: _____

Invoice Address (If different from statement): _____

Name and Address of Holding Company (if Applicable) _____

Sales Contact: _____	Accounts Contact: _____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
Mobile: _____	Mobile: _____
E-Mail: _____	E-Mail: _____

Please indicate if you would prefer invoices and statements to be e-mailed to you Yes No

Please Provide Company Letterhead

Unlimited Companies (Sole proprietors/partnerships only)

Name and Address (Proprietor / Associate): _____ _____ _____	Name and Address (Proprietor / Associate): _____ _____ _____
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Date of Birth: _____ Date of Birth: _____

Please Provide one Utility Bill no more than 3 months old

Trade References

① Name: _____ Address: _____ _____	② Name: _____ Address: _____ _____
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Telephone: _____ Fax: _____ Approx monthly spend: _____	Telephone: _____ Fax: _____ Approx monthly spend: _____
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③ Name: _____ Address: _____ _____	④ Name: _____ Address: _____ _____
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Telephone: _____ Fax: _____ Approx monthly spend: _____	Telephone: _____ Fax: _____ Approx monthly spend: _____
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Bank Details

Bank Name: _____ Account Name: _____
 Address: _____ Sort Code: _____
 _____ Account Number: _____

Credit Limit Required

£1k - £5k £5k - £10k £10k - £20k £20k - £30k Other _____

Other Wholesale Suppliers

Edmundson Electrical Newey & Eyre Rexel Senate
 W F Electrical City Electrical Factors Denmans
 Electric Centre Other _____

Approx Annual Spend With Electrical Wholesalers

Up to £25k £25 to £50k £50k to £75k £75k to £100k
 £100k to £150k £150k to £200k £200k to £500k £500k +

Number of Employees

1 - 5 6 - 10 11 - 20 21 - 50 50 +

I/We acknowledge, accept and agree that all transactions are subject to the terms and conditions of sale enclosed, which I/we have retained. I/we also hereby give full permission for Medlock to obtain bank and trade references for the purpose of opening a credit account.

Name (Print): _____ Position Held: _____

Signature: _____ Date: _____

When this "Application for Credit Account" form has been completed, send it to your Local Medlock Branch and our Branch Manager will then progress the opening of a credit account.

To Be Completed by the branch**Selection Codes**

Rep Code Immediate Invoicing

Please indicate the following invoicing requirements:

Statements to be printed at Branch Statements to be printed by Central Services Statements to be sent via E-mail Invoices to be printed at Branch
 Invoices to be printed by Central Services Invoices to be sent via E-mail

Any Other Information _____

Recommended Credit Limit _____ Credit Terms Required: _____

Signed by Branch Manager: _____ Date: _____

To Be Completed by the Credit Control Department

Credit Terms Applied: _____ Credit Limit: £ _____ Approved

Account Number: _____ Date Account Form Received: _____

Signature: _____

CONDITIONS OF SALE

1. GENERAL

1.1 These Conditions shall govern all transactions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document) into which Medlock Electrical Distributors Limited ("Medlock") enters with its Customers. For the purposes of these Conditions:
"Customer" shall mean the purchaser of Goods from, and any other party to any quotation, offer, order or contract with or by, Medlock;
"Goods" shall mean any goods agreed to be supplied to the Customer by Medlock; and
"Contract" shall mean any contract between Medlock and the Customer for the sale and purchase of the Goods, incorporating these Conditions.

1.2 These Conditions apply to all Medlock's sales and any variations to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of Medlock.

2. VALIDITY

2.1 Each order for Goods by the Customer from Medlock shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions.

2.2 No order placed by the Customer shall be deemed to be accepted by Medlock until a written acknowledgement of order is issued by Medlock or (if earlier) Medlock delivers the Goods to the Customer.

2.3 Medlock reserves the right to refuse the Customer's acceptance of a quotation unless such a quotation is stated to be open for a specific period and is not withdrawn in such period. No binding contract shall be created by the acceptance by the Customer of Medlock's quotation until such notice of acceptance of the offer has been given in writing which shall have been signed by Medlock's duly authorised representative or Medlock has indicated its acceptance of the offer by making delivery or part delivery of the Goods.

3. PAYMENT

3.1 Unless otherwise agreed in writing by Medlock, Medlock shall be entitled to invoice the Customer for the price of the Goods on or at any time after the Goods have been ordered.

3.2 Unless otherwise agreed in writing by Medlock, the Customer shall pay the price of the Goods on the dates set out below (the "Due Date"):

3.2.1 if the Customer has a credit account, payment shall be due in full without any deduction whether by way of retention or set-off, counterclaim, discount, abatement or otherwise not later than the end of the month following that in which the Goods were delivered (or deemed to be delivered) or on earlier demand by Medlock;

3.2.2 if the Customer does not have a credit account, payment shall be due in full without any deduction whether by way of retention or set-off, counterclaim, discount, abatement or otherwise not later than the date of invoice.

3.3 The time of payment of the price shall be of the essence of the contract between Medlock and the Customer.

3.4 If the Customer fails to make any payment on the Due Date then, without prejudice to any other right or remedy available to Medlock, Medlock shall be entitled to:

3.4.1 cancel the contract or suspend any further deliveries to the Customer;

3.4.2 refuse credit at any time and demand immediate payment of all monies outstanding.

3.4.3 charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of 2% per annum over the base lending rate from time to time of Barclays Bank plc.

3.5 No payment shall be deemed to have been received until Medlock has received cleared funds.

3.6 No settlement discount is allowed in respect of any payment made unless otherwise agreed in writing by a duly authorised representative of Medlock.

4. PRICES

4.1 All Goods are sold subject to the prices and any relevant discounts ruling at the time of despatch. Medlock's prices, discount rates and conditions of sale may be altered by Medlock at any time without notice. All prices and discounts are calculated upon a whole order basis. If, when a Customer places an order, the Customer selects only certain items or reduced quantities are specified, Medlock reserves the right to modify the prices and discounts at which such orders are accepted.

4.2 All prices are subject to the addition of Value Added Tax at the appropriate rate.

4.3 Where Goods are specially ordered from manufacturers, and a carriage charge is made to Medlock in respect of those Goods, Medlock reserves the right to recover this charge from the Customer.

4.4 Medlock may impose additional charges in respect of packaging it uses for transportation and delivery of the Goods. Crates, drums, cases, pallets or other returnable packaging charged to the Customer will be credited in full if returned to Medlock's despatching depot in good condition carriage paid within 14 days from the date of invoice.

5. CREDIT

Any contract between Medlock and a Customer shall be subject to Medlock being satisfied in its absolute discretion as to the credit worthiness of the Customer. Without prejudice to the generality of this clause, Medlock may in its absolute discretion at any time refrain from despatching Goods until such time as the Customer tenders the purchase money in a form satisfactory to Medlock.

6. DELIVERY

6.1 Delivery dates are given in good faith by Medlock to indicate estimated delivery times only and shall not amount to any contractual obligation to deliver at the time stated. If no dates or times are given, delivery shall be within a reasonable time. No liability for direct or indirect loss or damage arising from delay in delivery will be accepted by Medlock.

6.2 If Medlock does not receive sufficient forwarding instructions within 14 days of notification that the Goods are ready for despatch, the Customer will either take immediate delivery or arrange for immediate storage. Otherwise, Medlock shall be entitled to arrange storage on the Customer's behalf and at the Customer's risk, either at Medlock's own warehouse or elsewhere (making a charge of 1.5% of the invoice value of the Goods per month). Medlock shall also be entitled to payment as if the Goods had been duly delivered. All charges incurred by Medlock for storage or insurance will be payable by the Customer.

6.3 Medlock normally makes no charge for delivery from its own depot within its van delivery area during its usual delivery hours (which are 8.00 am to 5.00 pm Monday to Friday excluding public holidays). However, Medlock reserves the right to charge carriage on deliveries outside its usual delivery area or outside its usual delivery hours or where the order value is below £75.

7. ACCEPTANCE

Unless the Customer gives Medlock written notice within three working days of the date of delivery that the Goods are not in conformity with the contract, the Customer is deemed to have accepted the Goods.

8. RISK AND TITLE

8.1 The risk of loss and damage to the Goods shall pass to the Customer immediately upon delivery.

8.2 Notwithstanding delivery and the passing of risk in any Goods, beneficial and legal ownership in them shall remain with Medlock until Medlock has received in full (in cash or cleared funds) all sums due to it in respect of:

8.2.1 the Goods;

8.2.2 all other sums which are or become due under any contract between the Customer and Medlocks.

8.3 Until such payment, the Customer shall:

8.3.1 hold the Goods on a fiduciary basis as Medlock's bailee;

8.3.2 store the Goods (at no cost to Medlock) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Medlock's property;

8.3.3 keep the Goods insured at its own expense.

8.4 Medlock reserves the immediate right of repossession of any Goods which have not been paid for to which Medlock has retained title under these Conditions exercisable at any time after delivery or collection of Goods and the Customer hereby grants an irrevocable right and licence to Medlock's employees, agents and contractors to enter upon all or any premises where Goods are stored without prior notice for this purpose.

9. QUALITY

Medlock gives no guarantee or warranty in respect of the Goods supplied by Medlock in addition to that given by the manufacturer of the Goods, and accepts no liability and gives no warranty whether express or implied in relation to defects in such Goods. Without prejudice to the generality of this clause, Medlock does not accept any liability or give any warranties, representations, conditions or terms in respect of fitness for purpose, quality or merchantability of such goods, whether express or implied, statutory or otherwise. Medlock shall in no way be liable for any direct or indirect damage, loss or expense arising from any defect or inefficiency caused by the manner in which the Goods are used by the Customer.

10. DESCRIPTIONS, SPECIFICATIONS, WEIGHTS, DIMENSIONS & DRAWINGS

All descriptions, specifications, weights, dimensions and drawings issued by Medlock are approximate only and are intended only to present to intending customers a general description of the Goods to which they refer and will not form part of the contract.

11. LIMITATION OF LIABILITY

11.1 Subject to clauses 9 and 10 above, the following provisions set out the entire financial liability of Medlock (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

11.1.1 any breach of these Conditions; and

11.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these Conditions excludes or limits the liability of Medlock for death or personal injury caused by the Medlock's negligence.

11.4 Subject to clauses 11.1 and 11.2:

11.4.1 Medlock's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of this Contract shall be limited to the contract price; and

11.4.2 Medlock shall not be liable to the Customer for any indirect or consequential loss or damage, costs or expenses which arise out of or in connection with the Contract.

12. DAMAGE IN TRANSIT AND SHORTAGES

12.1 Medlock will, when the price quoted includes delivery, repair or replace free of charge Goods damaged in transit provided that Medlock and the carrier (if any) receive written notification of such damage within three working days of delivery. Goods received in a damaged or unsatisfactory condition must be signed for as such by the Customer.

12.2 On receipt, the Goods should be checked by the Customer with the advice note enclosed with the Goods. Shortage claims will only be considered if Medlock and the carrier (if any) receive written notification of such shortage within three working days of delivery, failing which no liability will be admitted. The packing and contents should be retained by the Customer for inspection.

13. RETURNS

13.1 In no circumstances may Goods supplied be returned without Medlock's prior written consent (which will be issued by Medlock in the form of a collection note) and the receipt of the Customer's advice note stating the reason for the return and the date and number of Medlock's invoice. All Goods returned must be securely packed and, unless Medlock arrange collection, consigned carriage paid by the Customer. If Medlock collects, Medlock reserves the right to make a handling charge. The issue of Medlock's collection note to the Customer will not bind or oblige Medlock to issue any credit to the Customer in respect of the Goods.

13.2 Any Goods which have been supplied to special requirements cannot be accepted by Medlock for credit under any circumstances.

13.3 For all returns other than those referred to in clause 13.2 above, Medlock reserves the right to impose a handling charge (equal to 25 per cent of the invoice value of the Goods returned) on the Customer.

14. TERMINATION

Medlock may, without prejudice to its other rights and remedies, terminate the Contract or any unfulfilled part of it or withhold further deliveries or make partial deliveries if:

14.1 the Customer fails to make payment on the due date under this or any other contract with Medlock;

14.2 the Customer purports to cancel or suspend, or commit any breach of, this or any other contract between the Customer and Medlock;

14.3 the Customer becomes insolvent or makes any composition with its creditors or has a receiver appointed of all or any part of its undertaking or assets or goes into liquidation (save for the purposes of amalgamation or reconstruction), and Medlock shall be entitled to recover from the Customer all of its loss including any loss of profit or loss of re-sale.

15. GOVERNING LAW

These Conditions are subject to and shall be construed in accordance with English law and the Courts of England shall have exclusive jurisdiction to settle any dispute arising from or connected with these Conditions.