

GUIDANCE NOTES

All information submitted in this form will be treated confidentially. We aim to process all applications promptly. Failure to complete all relevant sections and to sign the Terms & Conditions of Sale may prevent or delay account opening, so please read these guidelines carefully before completing the application. If you are uncertain as to any aspect of completion of this form then you should seek independent legal advice.

This form **MUST** be handwritten, typed forms will **NOT** be accepted

SECTION 1

To be completed by Limited Companies, Sole Traders and Partnerships

SECTION 2

To be completed by Director(s) only

SECTION 3

To be completed by Sole trader & Partnerships only (full details of each partner)

SECTION 4

To be completed by Self-Build, Domestic and Non-Credit applications

SECTION 5

To be completed by all applicants

SECTION 6

To be completed by all applicants/signed by Huws Gray colleague

- Acceptable forms of identification include a valid passport or driving licence. **Remember to bring a form of ID to the branch with you AND include a copy with your application.**

SECTION 7

To be completed by all applicants

- For Limited/LLP and PLC a Director(s) will need to sign the application
- For Sole Traders the proprietor will need to sign the application
- For Partnerships all partners need to sign the application
- For Self-Build/Domestic/Non-Credit the account holder will need to sign the application

SECTION 8

INTERNAL USE ONLY - DO NOT COMPLETE

TERMS & CONDITIONS

To be completed by all applicants

- Please sign both copies, return one copy and retain customer copy

Thank you for reading these notes.

Please submit your completed application form, together with suitable proof of your address and identity for each signatory, and signed copy of Terms & Conditions of Sale, to your **LOCAL BRANCH**.

SECTION 1

TO BE COMPLETED BY LIMITED COMPANIES, SOLE TRADERS & PARTNERSHIPS)

Full Trading Name:

Invoicing Address:

Company Reg No:

Credit Limit:

Year Established:

Postcode:

Website:

Email:

Tel:

Mobile:

Fax:

Business Description:

Any other trading names:

Previous Trading Names (last 5 years):

Previous Addresses (last 3 years):

Postcode:

Postcode:

Mandatory Official Orders:

Yes

☐

No

☐

Invoicing:

Weekly

☐

Monthly

☐

BANK DETAILS

Account Name:

Account Number:

Sort Code:

Bank Name and Address:

TRADE REFERENCES

Require 2 relevant trade references please note that TP, Magnet, Howdens, Wolseley nor CEF provide references

Name:

Name:

Address:

Address:

Postcode:

Postcode:

E-mail:

E-mail:

Tel:

Tel:

Fax:

Fax:

Sales Contact:

Sales Contact:

SECTION 2

DIRECTORS PERSONAL GUARANTEE – TO BE COMPLETED BY DIRECTOR(S) ONLY

It's a condition of the account that you are prepared to provide a personal guarantee. By signing this document you acknowledge that you may incur a personal liability to Huws Gray Ltd. Credit Guarantee – To be completed by the director(s) of the Company/LLP applying for credit. This is a Personal Guarantee.

In consideration of you agreeing to supply goods to the applicant company on credit, I/we the undersigned being director(s) of the applicant jointly and severally guarantee the due and punctual performance by the applicant of its financial obligations contained in the terms and conditions of sale appended to this account application form (including but not limited any financial obligations arising for any increase in the credit limit or overtrading granted by Huws Gray Ltd and undertake to hold Huws Gray Ltd fully and completely indemnified on demand against any loss, damage or liability occasioned by any failure of the applicant so to perform such obligations.

I/We agree that my/our liability, as director(s) of the applicant, under this guarantee shall be as primary obligor and not merely as surety and shall not be affected, impaired or discharged by reason of any act, omission, matter or thing which but this clause might operate to release or otherwise exonerate me/us from my/our obligations under this guarantee.

I/We hereby authorise you to apply for references and make searches via a credit reference agency both now and in the future as part of the credit application process.

COMPANY NAME:

	DIRECTOR 1	DIRECTOR 2	DIRECTOR 3
NAME			
D.O.B.			
HOME ADDRESS			
	Postcode:	Postcode:	Postcode:
TEL			
SIGNATURE			
DATE			
HOME-OWNER	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
DRIVING LICENCE NUMBER			

Registered Office:

Have any of the Principals (Directors / Partners / Trustees / Proprietor) been involved in a Liquidation / Bankruptcy / IVA / CVA / Receivership, or had any CCI's registered against them?

Yes ☐

No ☐

Financial Year End:

Company Secretary (full name):

SECTION 3

TO BE COMPLETED BY SOLE TRADER & PARTNERSHIPS ONLY (FULL DETAILS OF EACH PARTNER)

	SOLE TRADER / PARTNER 1	PARTNER 2
TRADING ADDRESS		
	Postcode:	Postcode:
(Please also give previous address if at current address for less than 2 years)		
	Postcode:	Postcode:
NAME		
D.O.B.		
TEL		
MOBILE		
E-MAIL		
DRIVING LICENCE NO		
HOME ADDRESS		
	Postcode:	Postcode:
(Please also give previous address if resident at current address for less than 3 years)		
	Postcode:	Postcode:
HOME-OWNER	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
NI NUMBER		
NAME OF AUTHORISED PERSONS TO PLACE ORDERS		

SECTION 4

(TO BE COMPLETED BY SELF-BUILD, DOMESTIC AND NON-CREDIT APPLICATIONS)

SELF-BUILD

☐

DOMESTIC & OTHERS

☐

NON-CREDIT CASH ACCOUNT

☐

Full Name:

Driving Licence Number:

Home Address:

Site Address:

Postcode:

Côd Post / Postcode:

(Please also give previous address if resident at current address for less than 2 years):

Home Owner:

Yes

☐

No

☐

Tel:

Mobile:

Postcode:

Credit Limit
(£0.00 if non-credit / cash account):

E-mail:

Builder's details (if applicable) - full name, address and telephone number:

Name of person authorised to
place orders:

Name of person responsible for
account payments:

Have you been involved in a liquidation/bankruptcy? (if YES please provide details)

Yes

☐

No

☐

SECTION 5

(BRANCH / BRANCHES WITH WHICH YOU INTEND TO TRADE)

Branch Names (For full list of branches please visit Huws Gray website www.huwsgray.co.uk)

SECTION 6

(ID CONFIRMATION)

ORIGINAL TO BE CERTIFIED BY
HUWS GRAY COLLEAGUE COPY
TO BE SENT WITH APPLICATION

☐

ID CONFIRMED

☐

.....
Authorised Signature

SECTION 7

(TO BE COMPLETED BY ALL APPLICANTS)

If there are any relevant facts which may affect your credit worthiness, please give details. (Where the applicant for credit is limited company, this warranty is understood to have been given by the company and by the undersigned director or officer personally) I/ We agree to operate my/our account in accordance with company's standard conditions of supply, and agree that all transactions are entered into on the basis of these conditions to the exclusion of all others. The current standard conditions of supply may be varies from time-to-time by the company. Details of your payment record may be passed to a licenced credit reference agency. I am/ We are over the age of 18 and the below details are correct. I/We acknowledge receipt and accept Huws Gray Ltd general terms and conditions of sale and agree to operate my/our account in accordance with these. I/We authorise you to apply for references and make searches via a licenced credit reference agency both now and in the future.

Signed: (Proprietor/Partner/Director)	
Name:	Date:
Signed: (Proprietor/Partner/Director)	
Name:	Date:
Signed: (Proprietor/Partner/Director)	
Name:	Date:
How did you hear about Huws Gray? Planning Application <input type="checkbox"/> Website <input type="checkbox"/> Advert <input type="checkbox"/> Social Media <input type="checkbox"/> Word of Mouth <input type="checkbox"/> Other (Please specify)	
Do you have any other account with Huws Gray? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, account no	

Marketing Preferences

From time to time we would like to send you special offers and information about our products and services. We use your information to assess what we think you might be interested in and tailor what we send you so it is as relevant as possible. If you would like to opt-in to receive marketing information, please tick the relevant boxes here:

(You can unsubscribe at any time by choosing the unsubscribe option)

EMAIL	SMS	TEL	POST
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please return to your nearest branch or email: salesledger@huwsgray.co.uk or by post to **Huws Gray Ltd, Industrial Estate, Llangefni, Anglesey, LL77 7JA**

ONLINE ACCOUNT ACCESS

Would you like to set up your Huws Gray account for online access to view your invoices, statements and account information?

Yes

☐

No

☐

SECTION 8

IMPORTANT - BRANCH USE ONLY

Branch Manager Customer Terms Request Form

(Tick yes or no where applicable)

Section A (Complete A & B For New Accounts)

Section A (Complete A for request to Set Terms on Existing Accounts and email to Head Office)

SECTION A

Enter Account Number For Existing Accounts

PLEASE TICK ONE OPTION ONLY

PRIMARY TRADE	DESCRIPTION	TICK	PRIMARY TRADE	DESCRIPTION	TICK
	Standard Trade Terms	<input type="checkbox"/>	Z6110	Staff	<input type="checkbox"/>
Z6000	General Build	<input type="checkbox"/>	Z6120	Staff Relative Terms	<input type="checkbox"/>
Z6010	Large Contractor	<input type="checkbox"/>	Z6130	Leisure Industry	<input type="checkbox"/>
Z6020	Self Build	<input type="checkbox"/>	Z6140	Plumbers	<input type="checkbox"/>
Z6030	Civil Engineering	<input type="checkbox"/>	Z6150	Builders Merchants	<input type="checkbox"/>
Z6040	Roofing	<input type="checkbox"/>	Z6160	Authorities	<input type="checkbox"/>
Z6050	Plastering	<input type="checkbox"/>	Z6170	General Build (Jobbing)	<input type="checkbox"/>
Z6060	Joinery	<input type="checkbox"/>	Z6180	Electrical	<input type="checkbox"/>
Z6070	Landscaping	<input type="checkbox"/>	Z6190	Painters & Decorators	<input type="checkbox"/>
Z6080	Brick Layers	<input type="checkbox"/>	Z6200	Supplier	<input type="checkbox"/>
Z6090	Windows & Conservatories	<input type="checkbox"/>	Z6210	Property Maintenance Terms	<input type="checkbox"/>
Z6100	Agricultural	<input type="checkbox"/>	Z6220	Timber Frame (TF)	<input type="checkbox"/>

SECTION B

MANAGER TO COMPLETE ALL DETAILS

CREDIT AMOUNT	TICK
0 / Cash Account	<input type="checkbox"/>
£1,000	<input type="checkbox"/>
£2,500	<input type="checkbox"/>
£5,000	<input type="checkbox"/>
£7,500	<input type="checkbox"/>
£10,000	<input type="checkbox"/>
£10,000 Plus*	<input type="checkbox"/>

Date:

Sign:

Print:

Branch:

Comments:

*£10,000 plus must be sanctioned by Area Manager.

TERMS & CONDITIONS OF SALE

These amended Terms & Conditions (March 2019) supersede any previous Terms & Conditions including those specified on previous Account Application forms. These Terms do not affect your statutory rights.

1 DEFINITIONS

In these Terms of Sale, the following meanings shall apply: "We" and "Us" means Huws Gray LIMITED, Registered in England and Wales No. 02506633. "You" means the person seeking to purchase Goods from Us. "the Goods" means the goods or when the context permits services to be supplied by Us. "Company Signatory" means a person authorised by Us. "the Terms" means the terms set out in these documents and any special terms agreed in writing between a Company Signatory and You. "the Contract" means the contract for the supply of Goods incorporating these Terms. "Consumer" means any natural person acting for purposes if outside their trade, business or profession. "the Defect" means the condition and/or any attribute of the Goods and/or any other circumstances which, but for the effect of these Terms would have entitled You to damages.

2 THE CONTRACT

2.1 All orders are accepted by Us only under these Terms and they may not be altered – other than with the written agreement of a Company Signatory. Any contrary or additional terms, unless so agreed, are excluded.

2.2 Quotations are invitations to treat only.

2.3 Orders may be cancelled only with the agreement of a Company Signatory and You will indemnify Us against all costs, claims, losses or expenses incurred as a result of that cancellation.

2.4 You shall be responsible to Us for ensuring the accuracy of the terms of any order including any applicable design drawing or specification provided to Us by You and for giving Us any necessary information relating to the Goods within a sufficient time to enable Us to perform the Contract in accordance with its Terms.

2.5

2.5.1 It is your responsibility to be fully conversant with the nature and performance of the Goods, including any harmful or hazardous effects their use may have.

2.5.2 Without prejudice to Clause 2.5.4 of these Terms while We take every precaution in the preparation of our catalogues, technical circulars, price lists and other literature, these documents are for your general guidance only and statements included in these documents (in the absence of fraud on our part) shall not constitute representations by Us and We shall not be bound by them.

2.5.3 If You require advice (including Health and Safety information) in relation to the Goods, a specific request for advice should be made and any advice given in writing by a Company Signatory in response to such a request shall amount to a representation and We shall be liable accordingly.

2.5.4 We shall not be liable in respect of any misrepresentation made by US our employees or agents to You our employees or agents as to the condition of the Goods, their fitness for any purpose or as to quantity or measurements, unless the representation is:

2.5.4.1 made or confirmed in writing by a Company Signatory; and/or

2.5.4.2 fraudulent.

2.5.5 For the avoidance of doubt, our liability for damages for misrepresentation (other than fraudulent) is excluded or limited by Clause 10 of these Terms.

3 PRICE

3.1 The price of the goods shall be the price quoted by the company. The quotation is based on the price at the time of the quotation. The company shall be entitled to vary the quoted price at any time to reflect any delay, change in quantities, specification or the cost of the goods to the company.

3.2 Unless otherwise expressly stated in writing, all prices are exclusive and are, therefore, subject to VAT.

4 PAYMENT

4.1 Unless the sale is for cash, or other credit terms have been agreed in writing with a Company Signatory, all accounts are due for payment on the last day of the month, following the month in which the Goods are delivered.

4.2 Late payments will incur interest at the rate of 8% per annum above the base rate of Barclays Bank Plc; in force from time to time from the due date until the date of payment after, as well as before, judgement.

4.3 Credit facilities may be withdrawn or reduced at any time at our sole discretion.

4.4 Even if We have previously agreed to give You credit, We reserve the right to refuse to execute any order or contract if the arrangements for payment or your credit rating is not satisfactory to Us. In our discretion We may require security satisfactory to Us or payment for each consignment when it is available and before it is despatched in which case delivery will not be effected until We are in receipt of security or cleared funds as requested by Us.

4.5 In the case of short delivery, You will remain liable to pay the full invoice price of all Goods delivered or available for delivery.

4.6 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, for any reason whatever.

4.7 We shall be entitled at all times to set off any debt or

claim of whatever nature which We may have against You against any sums due from Us to You.

5 NON-PAYMENT/INSOLVENCY

5.1 "Insolvent" means You becoming unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; the levying or the threat of execution or distress on any of your property; the appointment of a receiver or administrative receiver over all, or any part, of your property; a proposal for a voluntary arrangement or compromise between You and your creditors, whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding-up or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction, the presentation of a petition for your winding-up, or for an administration order in relation to You. If you suffer any analogous step or proceedings under foreign law or You are ceasing, or threatening to cease to carry on your business.

5.2 If you fail to pay the price for any Goods on the due date or fail to pay any sum due to Us under any contract on the due date or You become Insolvent or if You are a Limited Company or partnership and there is a material change in your constitution or You commit a material breach of this Contract and fail to remedy that breach, all sums outstanding between You and Us shall become immediately payable, and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):-

5.2.1 require payment in cleared funds in advance of further deliveries

5.2.2 cancel or suspend any further deliveries to You under any contract without liability on our part

5.2.3 without prejudice to the generality of Clause 8 of these Terms exercise any of our rights pursuant to that clause.

5.3 If We reasonably incur third party costs, such as tracing or debt collection agency costs, or seek to take legal proceedings to enforce our rights as a result of your breach of this Contract – including but not limited to – recovery of any sums due, You will reimburse Us such reasonable agency costs or legal costs incurred on an indemnity basis.

6 DELIVERY

6.1 Delivery shall take place when the goods are collected from our premises or delivered by us to you.

6.2 We are not bound by any delivery date or time put forward by You at any time and any delivery date or time stated by Us at any time whether prior to or during the Contract and whether in writing or otherwise is an estimate only and shall not be binding. Time of delivery shall not be of the essence.

6.3 We can deliver by installments. You will be invoiced upon receipt of each installment. You shall not be entitled to repudiate the contract by virtue of the fact that we have failed to deliver one installment or one installment is late.

6.4 We will deliver to the address given by you. We shall deliver in a manner which we, in our absolute discretion, decide is appropriate for the goods.

6.5 If for any reason, we are unable to deliver the goods and they have to be returned to our premises, then we reserve the right to impose an additional charge.

6.6 We reserve the right not to deliver any goods and our drivers have full discretion not to deliver goods, if they consider it dangerous, negligent or for any other reason inappropriate to do so. It shall be your responsibility to ensure a safe and appropriate place for the delivery of the goods. You will be responsible for any costs or loss incurred as a result of your failure to do so.

6.7 We reserve the right to levy appropriate delivery charges as are deemed necessary at our discretion.

7 CANCELLATION AND RETURN OF GOODS

7.1 You will not be entitled to return goods without first obtaining the express authorisation from us.

7.2 No goods may be returned after the expiration of three months from the date of delivery or collection or the sell-by date on the goods, whichever is the earlier.

7.3 In any event, no goods which have been specially ordered, manufactured or machined or non stock items can be returned.

7.4 If goods are to be returned, then the following additional provisions apply:-

7.4.1 Goods must be re-sellable;

7.4.2 Goods must remain in their package and must be unopened;

7.4.3 A handling charge will be made;

7.4.4 The invoice or other proof of purchase acceptable to us must be produced at the time of return.

8 TITLE AND RISK

8.1 Risk in the Goods shall pass to You when the Goods are delivered.

8.2 The property in the Goods shall remain with Us until You pay all sums due to Us, whether in respect of this Contract or otherwise.

8.3 Until title passes:-

8.3.1 You shall hold the Goods as our fiduciary agent and bailee.

8.3.2 The Goods shall be stored separately from any other goods and You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods.

8.3.3 We agree that You may use, or agree to sell the Goods as principle and not as agents in the ordinary course of your business subject to the express condition that at our direction, the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for Us and not mixed with any other monies, or paid into an overdrawn bank account and, it shall, at all times, be identifiable as our money.

8.4 We shall be entitled, at any time, to recover any or all of the Goods in your possession to which we have title for that purpose. We our employees or agents may, with such transport as is necessary, enter upon any premises occupied by You, or to which You have access and where the Goods may be, or are believed to be, situated.

9 INSPECTION

9.1 You shall inspect the Goods at the place and time of unloading or collection, but nothing in these Terms shall require You to break packaging and/or unpack Goods which are intended to be stored before use.

9.2

9.2.1 You must advise Us by telephone immediately and give Us written notice within three working days of unloading of any claim for short delivery.

9.2.2 If You do not give Us that notice within that time, the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.

9.2.3 You shall not be entitled, and irrevocably and unconditionally waive any rights to reject the Goods or claim any damages whatsoever, for short delivery however caused.

9.2.4 Our liability for short delivery is limited to making good the shortage.

9.3

9.3.1 Where it is, or would have been, apparent on a reasonable inspection that the Goods are not in conformity with the Contract or (where the Contract is a contract for sale by sample) that the bulk does not compare with the sample, You must advise Us by telephone immediately, and give Us written notice within three working days of inspection.

9.3.2 If You fail to give Us that notice within that time, the Goods will be deemed to have been accepted and You shall not be entitled, and irrevocably and unconditionally waive any rights to reject the Goods.

9.3.3 If You fail to give Us that notice within that time, Clause 10 shall have effect.

10 LIABILITIES

10.1 Nothing in these Terms shall exclude or restrict our liability for (a) death or personal injury resulting from our personal negligence, (b) fraud or fraudulent misrepresentation (including that of our officers, employees, agents, contractors or subcontractors), (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or (d) any other matter for which it would be unlawful to exclude or limit liability.

10.2 Subject to Clause 10.1, We shall not be liable for (a) any misrepresentation (including by any of our officers, employees, agents, contractors or subcontractors) (unless fraudulent), (b) any breach of warranty or condition or other term (whether express or implied), (c) any breach of duty (whether common law or statutory), or (d) for any damages whatsoever caused by our negligence (including that of our officers, employees, agents, contractors or subcontractors). Instead of liability for damages, We undertake liability under Clause 10.3 below.

10.3 Where but for the effect of Clause 10.2 You would have been entitled to damages against Us, We shall not be liable to pay damages to You but subject to the conditions set out in Clause 10.4, We shall, at our sole discretion, either (a) repair the relevant Goods at our own expense, (b) supply replacement Goods free of charge, or (c) refund all (or where appropriate, part) of the price of the relevant Goods.

10.4 We shall not be liable under Clause 10.3:

10.4.1 if the Defect arises from wear and tear;

10.4.2 if the Defect arises from wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods, failure to follow British Standard or industry instructions relevant to the Goods, or storage of the Goods in unsuitable conditions (but this sub-clause shall not apply to any act or omission on our part);

10.4.3 unless after discovery of the Defect We are given a reasonable opportunity to inspect the Goods before they are used, or in any way interfered with. For the avoidance of doubt, We acknowledge that the costs of suspending works are relevant to the determination of what is reasonable opportunity and this sub-clause shall not apply to any works affecting the Goods, which it may be reasonably necessary to carry out in the interests of safety and/or as emergency measures;

10.4.4 if the Defect would have been apparent on a reasonable inspection under Clause 9.1 of these Terms at

the time of unloading, unless You advise Us by telephone immediately and written notice of any claim is given to Us within three working days of the time of unloading; or, in any other case.

10.4.5 Unless the Defect is discovered within four months from the date of delivery and We are given written notice of the Defect within three working days of it being discovered.

10.5 If the Goods are not manufactured by Us, or have been processed or milled by a third party – whether or not at your request – our liability, in respect of any defect in workmanship or materials of the Goods, will be limited to such rights against the manufacture or the third party as We may have in respect of those Goods.

10.6 If the Goods are manufactured, processed or milled by Us to the design quantity measurement or specification You or your agents have provided to Us then:

10.6.1 subject to Clause 10.1, We shall not be liable for any damages whatsoever. Nor shall We be liable pursuant to Clause 10.3 except in the event of:

10.6.1.1 any fraudulent misrepresentation;

10.6.1.2 any misrepresentation where the representation was made or confirmed in writing by a Company Signatory;

10.6.1.3 material non-compliance with such design, quantity, measurement or specification;

10.6.1.4 a breach by Us of a written warranty signed by a Company Signatory that the Goods are fit for that purpose; or

10.6.1.5 a claim maintainable against Us pursuant to Clause 10.1.

10.6.2 You will unconditionally, fully and effectively indemnify Us against all losses, liabilities, fines, damages, costs and expenses (including reasonable legal fees) awarded against, incurred or suffered, or paid, or agreed to be paid, by Us in connection with or in settlement of any claim that the use, reproduction or exploitation of any design, quantity, measurement or specification provided by You to Us infringes any patent, copyright, design, trademark, or any other industrial or intellectual property rights of any other person.

10.6.3 You shall further unconditionally, fully and effectively indemnify Us against all losses, liabilities, fines, damages, costs and expenses (including reasonable legal fees) awarded against, incurred or suffered, or paid, or agreed to be paid, by Us in connection with or in settlement of any other claim arising from or in connection with any such manufacturing processing or milling of Goods pursuant to this Agreement, including (but not limited to) any Defect in those Goods. This indemnity will be reduced in proportion to the extent that any such loss, liability, fine, damages, costs and/or expenses are due (whether whole or in part) to our negligence.

10.7 You will unconditionally, fully and effectively, indemnify Us against all loss damages costs on an indemnity basis and expenses awarded against, or incurred by Us in connection with, or paid, or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion; to the extent that such loss damage costs and expenses are due to our negligence.

10.8 Without prejudice to any other provisions in these Terms: in any event, our total liability for any one claim, or for the total of all claims arising from any one act of default on our part (whether arising from our negligence or otherwise), shall not exceed the purchase price of the goods – the subject matter of any claim.

11 GENERAL

11.1 This Contract shall be governed and interpreted according to the Law of England and Wales and You agree to submit to the non-exclusive jurisdiction of the English Courts.

11.2 We shall not be liable for any delay or failure to perform any of our obligations in relation to the Goods due to any cause beyond our reasonable control, including industrial action.

11.3 The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach, nor as a waiver of any subsequent breach of the same, or any other provision.

11.4 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable, the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in full force and effect.

11.5 We may assign novate, or sub contract all or part of this Contract and You shall be deemed to consent to any novation. This Contract is personal to You and it may not be assigned.

11.6 Nothing in this Contract is intended to, or will grant any right, to any third party to enforce any terms of this Contract, be it express or implied.

11.7 Incorporation of your business: Until you are informed in writing by us that either the status of the account has been amended to a limited company or a new account opened all orders will continue to the current account and you will remain responsible to us.

In processing your application for credit facilities we may make enquiries of credit reference agencies or other third parties who may record those enquiries. We may also disclose information about the conduct of your account with us to credit reference agencies or other third parties. The information obtained from or provided to credit reference agencies or third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.

We will use your personal information provided on this form to enable us to open your account and verify who you are in accordance with our privacy policy. To read our full privacy policy which details the specific information we collect and process please visit the privacy centre on our website at www.huwsgray.co.uk/help-centre/privacy-policy.

**SIGN
HERE** 

I agree to abide by the above Huws Gray Ltd Terms & Conditions

Applicants Signature

Print Name

TERMS & CONDITIONS OF SALE

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2.1 All orders are accepted by Us only under these Terms and they may not be altered – other than with the written agreement of a Company Signatory. Any contrary or additional terms, unless so agreed, are excluded.
2.2 Quotations are invitations to treat only.
2.3 Orders may be cancelled only with the agreement of a Company Signatory and You will indemnify Us against all costs, claims, losses or expenses incurred as a result of that cancellation.
2.4 You shall be responsible to Us for ensuring the accuracy of the terms of any order including any applicable design drawing or specification provided to Us by You and for giving Us any necessary information relating to the Goods within a sufficient time to enable Us to perform the Contract in accordance with its Terms.

2.5

2.5.1 It is your responsibility to be fully conversant with the nature and performance of the Goods, including any harmful or hazardous effects their use may have.
2.5.2 Without prejudice to Clause 2.5.4 of these Terms while We take every precaution in the preparation of our catalogues, technical circulars, price lists and other literature, these documents are for your general guidance only and statements included in these documents (in the absence of fraud on our part) shall not constitute representations by Us and We shall not be bound by them.
2.5.3 If You require advice (including Health and Safety information) in relation to the Goods, a specific request for advice should be made and any advice given in writing by a Company Signatory in response to such a request shall amount to a representation and We shall be liable accordingly.
2.5.4 We shall not be liable in respect of any misrepresentation made by US our employees or agents to You our employees or agents as to the condition of the Goods, their fitness for any purpose or as to quantity or measurements, unless the representation is:
2.5.4.1 made or confirmed in writing by a Company Signatory; and/or
2.5.4.2 fraudulent.
2.5.5 For the avoidance of doubt, our liability for damages for misrepresentation (other than fraudulent) is excluded or limited by Clause 10 of these Terms.

3 PRICE

3.1 The price of the goods shall be the price quoted by the company. The quotation is based on the price at the time of the quotation. The company shall be entitled to vary the quoted price at any time to reflect any delay, change in quantities, specification or the cost of the goods to the company.
3.2 Unless otherwise expressly stated in writing, all prices are exclusive and are, therefore, subject to VAT.

4 PAYMENT

4.1 Unless the sale is for cash, or other credit terms have been agreed in writing with a Company Signatory, all accounts are due for payment on the last day of the month, following the month in which the Goods are delivered.
4.2 Late payments will incur interest at the rate of 8% per annum above the base rate of Barclays Bank Plc; in force from time to time from the due date until the date of payment after, as well as before, judgement.
4.3 Credit facilities may be withdrawn or reduced at any time at our sole discretion.
4.4 Even if We have previously agreed to give You credit, We reserve the right to refuse to execute any order or contract if the arrangements for payment or your credit rating is not satisfactory to Us. In our discretion We may require security satisfactory to Us or payment for each consignment when it is available and before it is despatched in which case delivery will not be effected until We are in receipt of security or cleared funds as requested by Us.
4.5 In the case of short delivery, You will remain liable to pay the full invoice price of all Goods delivered or available for delivery.
4.6 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, for any reason whatever.
4.7 We shall be entitled at all times to set off any debt or

claim of whatever nature which We may have against You against any sums due from Us to You.

5 NON-PAYMENT/INSOLVENCY

5.1 "Insolvent" means You becoming unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; the levying or the threat of execution or distress on any of your property; the appointment of a receiver or administrative receiver over all, or any part, of your property; a proposal for a voluntary arrangement or compromise between You and your creditors, whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding-up or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction, the presentation of a petition for your winding-up, or for an administration order in relation to You. If you suffer any analogous step or proceedings under foreign law or You are ceasing, or threatening to cease to carry on your business.
5.2 If you fail to pay the price for any Goods on the due date or fail to pay any sum due to Us under any contract on the due date or You become Insolvent or if You are a Limited Company or partnership and there is a material change in your constitution or You commit a material breach of this Contract and fail to remedy that breach, all sums outstanding between You and Us shall become immediately payable, and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):-
5.2.1 require payment in cleared funds in advance of further deliveries
5.2.2 cancel or suspend any further deliveries to You under any contract without liability on our part
5.2.3 without prejudice to the generality of Clause 8 of these Terms exercise any of our rights pursuant to that clause.
5.3 If We reasonably incur third party costs, such as tracing or debt collection agency costs, or seek to take legal proceedings to enforce our rights as a result of your breach of this Contract – including but not limited to – recovery of any sums due, You will reimburse Us such reasonable agency costs or legal costs incurred on an indemnity basis.

6 DELIVERY

6.1 Delivery shall take place when the goods are collected from our premises or delivered by us to you.
6.2 We are not bound by any delivery date or time put forward by You at any time and any delivery date or time stated by Us at any time whether prior to or during the Contract and whether in writing or otherwise is an estimate only and shall not be binding. Time of delivery shall not be of the essence.
6.3 We can deliver by installments. You will be invoiced upon receipt of each installment. You shall not be entitled to repudiate the contract by virtue of the fact that we have failed to deliver one installment or one installment is late.
6.4 We will deliver to the address given by you. We shall deliver in a manner which we, in our absolute discretion, decide is appropriate for the goods.
6.5 If for any reason, we are unable to deliver the goods and they have to be returned to our premises, then we reserve the right to impose an additional charge.
6.6 We reserve the right not to deliver any goods and our drivers have full discretion not to deliver goods, if they consider it dangerous, negligent or for any other reason inappropriate to do so. It shall be your responsibility to ensure a safe and appropriate place for the delivery of the goods. You will be responsible for any costs or loss incurred as a result of your failure to do so.
6.7 We reserve the right to levy appropriate delivery charges as are deemed necessary at our discretion.

7 CANCELLATION AND RETURN OF GOODS

7.1 You will not be entitled to return goods without first obtaining the express authorisation from us.
7.2 No goods may be returned after the expiration of three months from the date of delivery or collection or the sell-by date on the goods, whichever is the earlier.
7.3 In any event, no goods which have been specially ordered, manufactured or machined or non stock items can be returned.
7.4 If goods are to be returned, then the following additional provisions apply:-
7.4.1 Goods must be re-sellable;
7.4.2 Goods must remain in their package and must be unopened;
7.4.3 A handling charge will be made;
7.4.4 The invoice or other proof of purchase acceptable to us must be produced at the time of return.

8 TITLE AND RISK

8.1 Risk in the Goods shall pass to You when the Goods are delivered.
8.2 The property in the Goods shall remain with Us until You pay all sums due to Us, whether in respect of this Contract or otherwise.
8.3 Until title passes:-
8.3.1 You shall hold the Goods as our fiduciary agent and bailee.

8.3.2 The Goods shall be stored separately from any other goods and You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods.

8.3.3 We agree that You may use, or agree to sell the Goods as principle and not as agents in the ordinary course of your business subject to the express condition that at our direction, the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for Us and not mixed with any other monies, or paid into an overdrawn bank account and, it shall, at all times, be identifiable as our money.
8.4 We shall be entitled, at any time, to recover any or all of the Goods in your possession to which we have title for that purpose. We our employees or agents may, with such transport as is necessary, enter upon any premises occupied by You, or to which You have access and where the Goods may be, or are believed to be, situated.

9 INSPECTION

9.1 You shall inspect the Goods at the place and time of unloading or collection, but nothing in these Terms shall require You to break packaging and/or unpack Goods which are intended to be stored before use.

9.2

9.2.1 You must advise Us by telephone immediately and give Us written notice within three working days of unloading of any claim for short delivery.
9.2.2 If You do not give Us that notice within that time, the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.
9.2.3 You shall not be entitled, and irrevocably and unconditionally waive any rights to reject the Goods or claim any damages whatsoever, for short delivery however caused.
9.2.4 Our liability for short delivery is limited to making good the shortage.
9.3

9.3.1 Where it is, or would have been, apparent on a reasonable inspection that the Goods are not in conformity with the Contract or (where the Contract is a contract for sale by sample) that the bulk does not compare with the sample, You must advise Us by telephone immediately, and give Us written notice within three working days of inspection.
9.3.2 If You fail to give Us that notice within that time, the Goods will be deemed to have been accepted and You shall not be entitled, and irrevocably and unconditionally waive any rights to reject the Goods.
9.3.3 If You fail to give Us that notice within that time, Clause 10 shall have effect.

10 LIABILITIES

10.1 Nothing in these Terms shall exclude or restrict our liability for (a) death or personal injury resulting from our personal negligence, (b) fraud or fraudulent misrepresentation (including that of our officers, employees, agents, contractors or subcontractors), (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or (d) any other matter for which it would be unlawful to exclude or limit liability.
10.2 Subject to Clause 10.1, We shall not be liable for (a) any misrepresentation (including by any of our officers, employees, agents, contractors or subcontractors) (unless fraudulent), (b) any breach of warranty or condition or other term (whether express or implied), (c) any breach of duty (whether common law or statutory), or (d) for any damages whatsoever caused by our negligence (including that of our officers, employees, agents, contractors or subcontractors). Instead of liability for damages, We undertake liability under Clause 10.3 below.

10.3 Where but for the effect of Clause 10.2 You would have been entitled to damages against Us, We shall not be liable to pay damages to You but subject to the conditions set out in Clause 10.4, We shall, at our sole discretion, either (a) repair the relevant Goods at our own expense, (b) supply replacement Goods free of charge, or (c) refund all (or where appropriate, part) of the price of the relevant Goods.
10.4 We shall not be liable under Clause 10.3:

10.4.1 if the Defect arises from wear and tear;
10.4.2 if the Defect arises from wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods, failure to follow British Standard or industry instructions relevant to the Goods, or storage of the Goods in unsuitable conditions (but this sub-clause shall not apply to any act or omission on our part);
10.4.3 unless after discovery of the Defect We are given a reasonable opportunity to inspect the Goods before they are used, or in any way interfered with. For the avoidance of doubt, We acknowledge that the costs of suspending works are relevant to the determination of what is reasonable opportunity and this sub-clause shall not apply to any works affecting the Goods, which it may be reasonably necessary to carry out in the interests of safety and/or as emergency measures;
10.4.4 if the Defect would have been apparent on a reasonable inspection under Clause 9.1 of these Terms at

the time of unloading, unless You advise Us by telephone immediately and written notice of any claim is given to Us within three working days of the time of unloading; or, in any other case.

10.4.5 Unless the Defect is discovered within four months from the date of delivery and We are given written notice of the Defect within three working days of it being discovered.

10.5 If the Goods are not manufactured by Us, or have been processed or milled by a third party – whether or not at your request – our liability, in respect of any defect in workmanship or materials of the Goods, will be limited to such rights against the manufacture or the third party as We may have in respect of those Goods.

10.6 If the Goods are manufactured, processed or milled by Us to the design quantity measurement or specification You or your agents have provided to Us then:

10.6.1 subject to Clause 10.1, We shall not be liable for any damages whatsoever. Nor shall We be liable pursuant to Clause 10.3 except in the event of:

10.6.1.1 any fraudulent misrepresentation;
10.6.1.2 any misrepresentation where the representation was made or confirmed in writing by a Company Signatory;
10.6.1.3 material non-compliance with such design, quantity, measurement or specification;
10.6.1.4 a breach by Us of a written warranty signed by a Company Signatory that the Goods are fit for that purpose; or
10.6.1.5 a claim maintainable against Us pursuant to Clause 10.1.

10.6.2 You will unconditionally, fully and effectively indemnify Us against all losses, liabilities, fines, damages, costs and expenses (including reasonable legal fees) awarded against, incurred or suffered, or paid, or agreed to be paid, by Us in connection with or in settlement of any claim that the use, reproduction or exploitation of any design, quantity, measurement or specification provided by You to Us infringes any patent, copyright, design, trademark, or any other industrial or intellectual property rights of any other person.

10.6.3 You shall further unconditionally, fully and effectively indemnify Us against all losses, liabilities, fines, damages, costs and expenses (including reasonable legal fees) awarded against, incurred or suffered, or paid, or agreed to be paid, by Us in connection with or in settlement of any other claim arising from or in connection with any such manufacturing processing or milling of Goods pursuant to this Agreement, including (but not limited to) any Defect in those Goods. This indemnity will be reduced in proportion to the extent that any such loss, liability, fine, damages, costs and/or expenses are due (whether whole or in part) to our negligence.

10.7 You will unconditionally, fully and effectively, indemnify Us against all loss damages costs on an indemnity basis and expenses awarded against, or incurred by Us in connection with, or paid, or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion; to the extent that such loss damage costs and expenses are due to our negligence.

10.8 Without prejudice to any other provisions in these Terms: in any event, our total liability for any one claim, or for the total of all claims arising from any one act of default on our part (whether arising from our negligence or otherwise), shall not exceed the purchase price of the goods – the subject matter of any claim.

11 GENERAL

11.1 This Contract shall be governed and interpreted according to the Law of England and Wales and You agree to submit to the non-exclusive jurisdiction of the English Courts.

11.2 We shall not be liable for any delay or failure to perform any of our obligations in relation to the Goods due to any cause beyond our reasonable control, including industrial action.

11.3 The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach, nor as a waiver of any subsequent breach of the same, or any other provision.

11.4 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable, the validity of the other clauses and sub-clauses of these Terms shall not be affected and they shall remain in full force and effect.

11.5 We may assign novate, or sub contract all or part of this Contract and You shall be deemed to consent to any novation. This Contract is personal to You and it may not be assigned.

11.6 Nothing in this Contract is intended to, or will grant any right, to any third party to enforce any terms of this Contract, be it express or implied.

11.7 Incorporation of your business: Until you are informed in writing by us that either the status of the account has been amended to a limited company or a new account opened all orders will continue to the current account and you will remain responsible to us.

In processing your application for credit facilities we may make enquiries of credit reference agencies or other third parties who may record those enquiries. We may also disclose information about the conduct of your account with us to credit reference agencies or other third parties. The information obtained from or provided to credit reference agencies or third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.

We will use your personal information provided on this form to enable us to open your account and verify who you are in accordance with our privacy policy. To read our full privacy policy which details the specific information we collect and process please visit the privacy centre on our website at www.huwsgray.co.uk/help-centre/privacy-policy.

**SIGN
HERE** 

I agree to abide by the above Huws Gray Ltd Terms & Conditions

Applicants Signature Print Name