



# Rofthen Galvanizing Ltd.

Registered Office: North Road Ind Est, Ellesmere Port, Cheshire. CH65 1AB Reg No. 1290735  
Tel 0151 355 4257 Fax 0151 355 5565 Email accounts@roftten.com

## Application for Credit Account Facilities

Name of Company		
Trading Name:		
Business Address:		
		Post Code
Accounts contact name	Sales contact name	
Accounts Tel No	Sales Tel No.	
Accounts Fax No	Sales Fax No.	
Accounts email address	Sales email address	
Would you like to receive invoices and statements by email? Yes / No <i>If yes we will use the accounts email address shown above otherwise please state:</i>		
Company Registration No	How long have you been trading?	
Has your company changed names in the last 2 years? If so please state previous name(s)		
Amount of credit required per month    £                    /per month		
<b>Trade References (Please provide details of 3)</b>		
Name	Telephone Number	Email /or Fax Number
1.		
2.		
3.		
<b>This section must be completed if Sole Trader</b>		
<b>Name of Sole Trader</b>	Private Address of Sole Trader	
<b>This section must be completed if Partnership</b>		
Please state number of Partners in business:		
<b>Name of Partners</b>	Private Address of Partners	

I/We hereby apply for a credit account with Rofthen Galvanizing Limited and warrant that the information given by us is true and correct. I/We acknowledge receipt of the agreed to be bound by your Conditions of Sale.  
I/We confirm that the account will be paid in accordance with your terms of 30 days following end of month of invoice.

Signed .....Date .....Postion.....

Please attach a Letterhead to this application

ROFTEN GALVANIZING LTD  
CONDITIONS UPON WHICH WORK IS UNDERTAKEN

1                    VARIATIONS OF CONDITIONS

[a] Any Contract made by Rofthen Galvanizing Ltd (hereinafter referred to as "the Seller") for the provision of services (hereinafter referred to as "the Service") to a Purchaser or Customer (hereinafter referred to as "the Buyer") shall be subject to the following Conditions of Contract which shall supercede any earlier sets of conditions appearing in the Sellers Quotations or elsewhere. Unless otherwise expressly agreed in writing by the Seller these conditions shall take precedence over any terms, conditions and warranties stipulated, incorporated or referred to by the Buyer it's servants or agents expressly or by implication whether in negotiations between the parties or in the Order or elsewhere. Any addition to, variation or modification of these Conditions by the Buyer it's servants or agents shall be ineffective unless expressly accepted in writing by the Seller.

[b] The Seller reserves the right to add to, amend or vary the Conditions as herein set out by appending such additions, variations or modifications to the quotations or in any written correspondence effected between the parties.

2                    ACCEPTANCE

Quotations are subject to acceptance within 30 days from their date Clerical errors and omissions are subject to correction.

3                    PRICES

[i] All prices are based on the weight after galvanizing.

[ii] The Company reserves the right to vary the quoted price.

[a] to conform to the Company's price for similar goods ruling at the date of despatch.

[b] to take account of charges in labour, material or other costs between quotation and delivery.

[c] if any alteration is made in any specification upon which the quotation was based.

[iii] Our quoted price does not include V.A.T.

4                    PAYMENT AND EFFECT OF NON-PAYMENT

[a] Credit will be granted at the Seller's absolute discretion and the following terms of payment will then apply. Otherwise goods must be paid for by the Buyer at the time of the Order or against Proforma invoice prior to despatch to the Buyer.

[b] Payment at net Invoice Value is due during the month next following the month in which the goods are invoiced, no cash discount is granted.

[c] Without prejudice to any other right available to it at Common Law the Seller reserves the right in the event of the Buyer not complying with the agreed provisions as to payment to suspend work upon the Contract until the agreed terms or payment have been fully complied with by the Buyer to the Seller's satisfaction. In the event of such suspension of work the Buyer shall have no claim against the Seller for late delivery or late completion of the Contract and furthermore the Seller shall be entitled to charge the Buyer the cost of "waiting time" and any other expenses incurred as the direct result of the suspension of work or for the breach or non-observance by the Buyer of the conditions as to payment herein set out. In the event of default in payment, for any reason, within the specified time the Company have the right without prejudice to any other rights which it may have to charge the Customer interest on the unpaid sum at 2.5% above the current Lloyds Bank Plc base rate.

5                    GUARANTEE AND WARRANTY

No guarantee or warranty in respect of the services given by the Seller to the goods of the Buyer is to be implied in the Contractual relationship between the parties. The services supplied by the Seller to the Buyer on the Buyer's goods are galvanized to B.S. 729 (1971) or any subsequent modification or amendment of such specification relating hereto.

6                    DELIVERY

Delivery promises and estimates are made by the Company in good faith and every effort will be made to adhere to them but no liability whatsoever can be accepted by the Company for late delivery. Neither does the Company accept orders under penalty clauses, nor agreed to liquidated damages for late delivery.

7                    STORAGE

If, for reasons beyond the Buyer's control the Buyer is unable to accept delivery of the Services at the time when they are due and ready for delivery then the Seller may if his storage facilities permit store the goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery and the Buyer shall be liable to the Seller for the reasonable cost (including insurance) of his so doing. In all other cases however where the Buyer refuses or neglects to take or accept delivery of the Goods the Seller shall be under no obligation to store or safeguard the Goods and shall not be under any liability to the Buyer for any deterioration in the Goods arising from the time when delivery was offered and the actual date of delivery.

8                    INSPECTION

Galvanizing is carried out in accordance with B.S. 729 (1971). The Company inspects the work carefully before despatch and facilities are available for the Customer to do so. All inspection must be carried out at our works and be final. We accept no liability for damage to workmanship after despatch from our works.

9                    PACKING

Packing is not normally necessary but when required it will be supplied and charged for. Full credit will be given when the packing is returned in good condition, carriage paid.

10                  FORCE MAJEURE

Should processing, despatch or delivery be delayed by war, fire, strikes, lockouts, accidents, defective material or by any act or default on the part of the processor or by any cause whatsoever beyond our reasonable control, a reasonable time extension shall be granted.

11                  SUITABILITY FOR GALVANIZING

Whilst every care is taken during processing no responsibility will be accepted for processing articles which are, for any reason unsuitable for hot dip galvanizing.

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#### GENERAL CONDITIONS OF ACCEPTANCE

Unless the contrary is agreed in writing between the Seller and the Buyer the following General Conditions of Acceptance of business between the parties are applicable.

[a] When goods are received in an assembled condition it will be assumed that such assemblies are to be galvanized intact, unless special instructions are given in writing.

[b] The marking of any goods for identification purposes shall always be undertaken by the Buyer if applicable with water soluble marking paints. Failure to do so will incur an extra charge for the removal of any offending marks.

[c] Iron or Steel upon which the Seller's services are performed should be new or stock rusty only. The Seller's judgement in this connection shall be final and conclusive.

[d] The Seller reserves the right to make any additional charge at its discretion for grit blasting, removal of welding slag, paint, grease, oil and scale the stripping off of previous galvanized coatings, or any additional venting work found to be necessary prior to galvanizing. Such additional charge shall adequately reflect the additional costs incurred by the Seller in performing these services.

[e] No tubular components will be accepted for galvanizing by the Seller unless vented to the Seller's complete satisfaction. In the event of any doubt by the Buyer as to whether the venting on any particular component is satisfactory, the Buyer should contact the Seller whereupon the Seller will provide technical assistance in this connection.

[f] Silicon Steels – it is accepted that semi-killed and fully killed silicon steels are more reactive with zinc than conventional mild and aluminium killed steels. In consequence the Buyer should be aware that in certain circumstances heavy coatings can ensue. It is the Buyer's responsibility to check where relevant and ensure that all Buyer's appropriate tolerances in respect of its further contracts are ensured. No responsibility will be accepted by the Seller in this respect.

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#### DEFECTIVE PRODUCTS AND CONSEQUENTIAL LOSS

Items represented by the Buyer to be defective and not complying with B.S. 729 (1971) or as varied as herein mentioned shall not be the subject of any claim by the Buyer for work done or for any actual or consequential loss, damage or expense whatsoever arising directly or indirectly from such defect but such goods shall if returned to the Seller after acceptance by the Seller as being defective at the request of the Buyer and if practicable be re-galvanized by the Seller free of charge. Defects in services rendered shall not be a ground for the cancellation of the remainder of the Order or contract or any part thereof.

Whilst every care is taken to safeguard customer's property no responsibility will be accepted for distortion, buckling, fracture or change in physical or mechanical properties during processing or any breakage of the coating on the material as a result of any mechanical treatment which may be applied as a corrective measure.

Distortion arises from the introduction of or relief of stresses in the steel and these stresses may be present as a result of manufacture or fabrication.

Whilst every care is assured, we cannot accept any responsibility for damages, or shortages unless we are notified in writing within 14 days from date of despatch.

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#### SUB-CONTRACTORS

The seller shall be entitled without the prior consent of the Buyer to sub-contract the whole or any part of the Contract or to employ any independent contractor to perform its obligations under any such Contract. In so doing, none of the obligations accepted hereunder by or the rights conferred on the Seller shall in any way be negated or varied.

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#### DETERMINATION OF CONTRACT

If the Buyer shall make default in or commit a breach of the Contract or of any of its obligations to the Seller or any distress or execution shall be levied upon the Buyer's property or assets or if the Buyer shall make or offer to make any arrangements or composition with its creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or being a Limited Company or Corporation any Resolution or Petition to wind up such Company business (other than for the purpose of a voluntary reconstruction or amalgamation) shall be passed or presented or if a Receiver of such company's assets, undertakings and property or any part thereof shall be appointed then the Seller shall have the right forthwith to determine any Contract then subsisting and upon written notice of such determination being posted to the Buyer at the Buyer's last known address or Registered Office any subsisting Contract shall be deemed to have been determined without prejudice to any claim or right the Seller may otherwise make or exercise.

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#### CUSTOMER'S INSOLVENCY

If the Customer shall become bankrupt or have a receiving order made against him or shall enter into any arrangement or composition for the benefit of his creditors or being a Company shall enter into liquidation (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction) the Company shall be entitled to a general lien on all the Customer's material in the Company's possession for the unpaid contract price in respect of work carried out by the Company on such materials under this or any other contract.

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#### LEGAL CONSTRUCTION

The Contract shall be construed and operate as an English Contract and in conformity with English Law.

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#### CONDITIONS

The Customer is deemed to have read and understood these conditions which will apply to all contracts with the Company to the exclusion of all other terms and conditions whatsoever. No variation in the conditions not acknowledged by the Company in writing shall be permitted or effective, Whether or not specified in an official order form issued by the Customer.