

ALEXANDER (SCOTLAND) & CO LTD  
(STEEL STOCKHOLDERS)

APPLICATION TO OPEN A CREDIT ACCOUNT

COMPANY NAME: .....

ADDRESS: .....

.....

LANDLINE No: .....MOBILE No: .....

WEBSITE: .....

INVOICE ADDRESS (IF DIFFERENT FROM ABOVE): .....

.....

ACCOUNTS CONTACT: ..... ACCOUNTS TEL: .....

EMAIL ADDRESS FOR INVOICES/STATEMENTS: .....

TEST CERTIFICATION REQUIRED: YES/NO CERT EMAIL ADDRESS: .....

TRADING STYLE: \*LIMITED COMPANY/SOLE TRADER/PARTNERSHIP/PUBLIC SERVICE/CHARITY\* Delete as appropriate.

VAT REGISTRATION NO: ..... COMPANY REGISTRATION No: .....

IF A SOLE TRADER/PARTNERSHIP, PLEASE GIVE FULL NAME(S), HOME ADDRESS(S) AND TELEPHONE No.

FULL NAME (1) ..... (2) .....

HOME ADDRESS (1) ..... (2) .....

(1) ..... (2) .....

HOME TEL No: (1) ..... (2) .....

MOBILE No: (1) ..... (2) .....

NATURE OF BUSINESS: ..... DATE TRADE COMMENCED: .....

CREDIT LIMIT APPLIED FOR £..... THIS CREDIT LIMIT REFLECTS THE MAXIMUM AMOUNT OF CREDIT ALLOWED AT ANY ONE TIME

REFERENCES

NAME OF BANK: ..... TEL No: .....

TRADE REFERENCE 1

TRADE REFERENCE 2

FULL TRADING NAME: ..... .....

TEL: ..... .....

EMAIL ADDRESS: ..... .....

I confirm that I have read and accept Alexander (Scotland) & Co Ltd terms and conditions of sale. I understand that all orders will be placed on those terms (or any terms later adopted by you and notified to me in writing)

I confirm that the information given in this application for a credit facility is in all respects true and correct.

**Data Protection Act 1998 Notice**

Words shown in *italics* are defined in the Data Protection Act 1998 ("the Act").

Where I provide you with personal data ("data"), I understand that the data will be held securely in confidence and processed for the purposes of carrying out your steel stockholding and ironmongery business and associated activities("Activities"). In considering my application, I accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ("third parties"), and that such third parties may process the data. I understand that under the Act I have a right to know what data you hold on me if I apply to you in writing and pay the applicable fee.

I agree that you may use the data to contact me with the details of other products and services. Unless I have written to you objecting to you using the data for such purpose or I have not ticked the box below. I agree that you may contact me by post, telephone, fax, text, email, via the internet or other communication means.

I object to you using the data for direct marketing purposes.

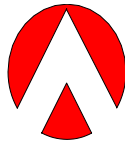
AUTHORISED SIGNATURE OF DIRECTOR/COMPANY SECRETARY/OWNER: .....

NAME IN BLOCK CAPITALS: .....

POSITION: ..... DATE: .....

PLEASE ENCLOSE A COPY OF YOUR CURRENT COMPANY LETTERHEAD WITH THIS APPLICATION FORM

MEADOWFORTH ROAD, SPRINGERKERSE, STIRLING. FK7 7SA  
VAT NO: GB 775 0760 13  
COMPANY REG: SC220462



# ALEXANDER

(SCOTLAND) & CO LTD

## NEW ACCOUNT DELIVERY POINT QUESTIONNAIRE

To assist us in our delivery service to yourselves, we would like if you could answer the following questions and return.

Company Name: \_\_\_\_\_

Delivery Point Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

<b>Access to Delivery Point</b>				
Access entirely via public roads			YES	NO
If no, provide details:				
Suitable for articulated vehicles			YES	NO
Height or weight restrictions in near vicinity (e.g. weak/low bridge)			YES	NO
If yes, provide details:				
Details of any constraints not covered above:				
<b>Times when manned to receive delivery</b>				
Monday	hrs to	and	hrs to	
Tuesday	hrs to	and	hrs to	
Wednesday	hrs to	and	hrs to	
Thursday	hrs to	and	hrs to	
Friday	hrs to	and	hrs to	
Other (Please provide details)				
<b>Facilities for off loading</b>				
Overhead Crane			YES	NO
Maximum Lifting Capacity				Tonnes
Forklift Truck			YES	NO
Maximum Lifting Capacity				Tonnes
Other (Please provide details)			YES	NO
Maximum Lifting Capacity				
Maximum Length Capability				Metres
None - Manual Handling Only			YES	NO
<b>Actual Delivery Point</b>				
Under cover/indoors			YES	NO
Yard			YES	NO
On public street			YES	NO
Other (Please provide details)				

*Thank you*



MEADOWFORTH ROAD, SPRINGKERSE, STIRLING. FK7 7SA  
 TEL: 01786 473333 FAX: 01786 450408  
 www.alexanderstirling.co.uk

CO REG: SC220462



## TERMS OF TRADING

### 1 Business Customers and Consumers

1.1 Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.

1.2 All other terms apply to all customers.

1.3 You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business.

1.4 If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer which are not affected by these terms. Contact your local trading standards office for more information. Words in *italics* are legal words which clarify, rather than alter, the meaning of the relevant clause.

### 2 Price

2.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.

2.3 Our quotations lapse after 7 days (unless otherwise stated).

2.3 Prices quoted exclude delivery (unless otherwise stated).

2.4 Business customers, unless otherwise stated, the price quoted to business customers is an estimate only and the price charged will be our price current at time of delivery.

2.5 Business customers: rates of tax and duties on the goods will be those applying at time of delivery.

2.6 Business customers: at any time before delivery, we may adjust the price to reflect any increase in our costs of supplying the goods.

### 3. Delivery

3.1 All delivery times quoted are estimates only.

3.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:

3.2.1 you may not cancel if we receive your notice after the goods have been dispatched and

3.2.2 if you cancel the contract, you can have no further claim against us under that contract.

3.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including *indirect or consequential loss* or increase in the price of the goods).

3.4 We may decline to deliver if:

3.4.1 we believe that it would be unsafe, unlawful, or unreasonably difficult to do so; or

3.4.2 the premises (or the access to them) are unsuitable for our vehicle.

### 4. Risk

4.1 The goods are at your risk from the time of delivery.

4.2 Delivery takes place either:

4.2.1 at our premises (if you are collecting them or arranging carriage); or

4.2.2 at your premises or address specified by you (if we are arranging carriage).

4.3 You must inspect the goods on delivery. If any goods are damaged or not delivered you must advise us with 48 hours and confirm this in writing within 5 days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.

### 5. Payment

5.1 You are to pay us in cash or in cleared funds prior to delivery unless you have an approved credit account.

5.2 Business customers: if you have an approved credit account, unless otherwise agreed in writing, payment is due by the end of the month following that in which our invoice was issued.

5.3 If you fail to pay us in full on the due date we may:

5.3.1 suspend or cancel future deliveries.

5.3.2 cancel any discount offered to you.

5.3.3 charge you interest at the rate of 12% per annum.

5.3.4 claim statutory compensation under the last payment of commercial debts (Interest) Act 1998 to cover our credit control overhead costs; and

5.3.5 recover (under clause 5.8) the cost of taking legal action to make you pay.

5.4 If you have an approved credit account we may withdraw credit, reduce your credit limit, or bring forward your due date for payment. We may take any of these actions at any time and without notice.

5.5 **Business Customers:** you do not have the right to set off any money you may claim from us against anything you may owe us.

5.6 **Consumers:** you may only set off money you claim from us against money you own us with our written agreement and on such terms as we may state.

5.7 While you owe money to us, we have a right to keep any property we may hold of yours until you have paid all sums owed to us in full (*a lien*).

5.8 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (direct or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.

5.9 Consumers: clause 5.8 means that you are liable to us for the losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we must take legal action, we will ask the court to make you pay our legal costs.

### 6. Title

6.1 Consumers: your statutory rights are unaffected.

6.2 **Business Customers:** until you pay all debts you may owe us:

6.2.1 all goods supplied by us remain our property.

6.2.2 you must store them so that they are clearly identifiable as our property.

6.2.3 you must insure them (against the risk for which a prudent owner would insure them) and hold the policy on trust for us.

6.2.4 you may use those goods and sell them in the ordinary course of your business, but not if:

a) we revoke that right (by informing you in writing); or

b) you be insolvent.

6.3 **Business Customer:** you must inform us (in writing) immediately if you become insolvent.

6.4 **Business Customer:** if your right to use and sell the goods ends you must allow us to remove the goods.

6.5 **Business Customer:** we have your permission to enter any premises where the goods may be stored:

6.5.1 at any time, to inspect them; and

6.5.2 after your right to use and sell them has ended; to remove them, using reasonable force if necessary.

6.6 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.

6.7 You are not our agent. You have no authority to make any contact on our behalf or in our name.

### 7. Warranties

7.1 We warrant that the goods:

7.1.1 comply with their description on our acknowledgement of order form, and

7.1.2 are free from material defect at the time of delivery (as long as you comply with clause 7.4)

7.2 **Business Customers:** we give no warranty (and exclude warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.

7.3 Consumers: the warranty in clause 7.1 is in addition to your statutory rights.

7.4 If you believe that we have delivered goods which are defective in material or workmanship, you must:

7.4.1 inform us (in writing), with full details as soon as possible; and

7.4.2 allow us to investigate (we may need access to your premises and product samples).

7.5 If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 7.4) in full, we will (at our option) [repair the goods, replace the goods or refund the price].

7.6 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profit or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.

7.7 Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £1 million.

7.8 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.

7.9 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

### 8. Specification

8.1 If we prepare the goods in accordance with your specifications or instructions you must ensure that:

8.1.1 the specifications or instructions are accurate.

8.1.2 goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and

8.1.3 your specifications or instructions will not result in the infringement of any intellectual property rights of a third party or in the breach of any applicable law or regulation.

8.2 **Business Customers:** we reserve the right:

8.2.1 to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and

8.2.2 to make without notice any minor modifications in our specifications we think necessary or desirable.

### 9. Return of goods

9.1 We will accept the return of goods from you only:

9.1.1 by prior arrangement (confirmed in writing);

9.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered) and

9.1.3 where the goods are as fit for sale on their return as they were on delivery.

### 10. Cancellation

10.1 You may not cancel the order unless we agree in writing (and clauses 3.2.2 and 10.2 then apply).

10.2 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.

10.3 We may suspend or cancel the order, by written notice if:

10.3.1 you fail to pay us any money when due (under the order or otherwise);

10.3.2 you become insolvent.

10.3.3 you fail to honour your obligations under these terms.

### 11. Waiver and variations

11.1 Any waiver or variations of these terms is binding in honour only unless:

11.1.1 made (or recorded) in writing;

11.1.2 signed on behalf of each party; and

11.1.3 expressly stating an intention to vary these terms.

11.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you have to the extent that they are inconsistent with our terms.

### 12. Force majeure-business customers only

12.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.

12.2 Examples of those circumstances include act of God, accident, explosion, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

### 13. General

13.1 Scots law is applicable to any contract made under these terms. The courts of Scotland have non-exclusive jurisdiction.

13.2 If you are more than one person, each of you has joint and several liability for the obligations contained in these terms.

13.3 If any of these terms are unenforceable as drafted:

13.3.1 it will not affect the enforceability of any other of these terms; and

13.3.2 if it would be enforceable if amended, it will be treated as so amended.

13.4 We may treat you as insolvent if:

13.4.1 you are unable to pay your debts as they fall due; or

13.4.2 you (or any item of your property) become the subject of:

a. any formal insolvency procedure (example of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy.

b. any application or proposal for any formal insolvency procedure; or

c. any application, procedure or proposal overseas with similar effect or purpose.

13.5 **Business Customers:** All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.

13.6 **Business Customers:** Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or email) and other's registered office or principal place of business. All such notices must be signed.

13.7 the only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:

13.7.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or

13.7.2 which expressly state that you may rely on them when entering into the contract.

13.8 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.