

# Credit Application Form

## Buyer Details

Full Company Name

Trading Style (If different)

Proprietor(s) Name(s)  
(if not limited)

Invoice Address

Postcode (if applicable)

Country

Delivery Address

National Identifier

(eg Registration No)

Your Account Ref

Credit Value

Accounts Contact Name

Tel No

Fax No

Mobile No

Email Address

Buyer Contact Name

Buyer Tel No

Fax No

Mobile Tel

Buyer Email Address

Signature

Position

Date of application

Please read our Terms and Conditions on the following pages before completing our Credit Application Form.  
(Please note by signing you have accepted the below terms and conditions of sale)

# Terms and Conditions of Sale for Ross Handling Ltd

## DEFINITIONS

Terms and Conditions can sometimes be confusing, to simplify it the following definitions shall apply when used in these conditions:

“**The Company**” means Ross Handling Ltd trading name online as Ross Castors

“**The Goods**” means any goods supplied by the company to the purchaser and consumer under contract subject to these conditions

“**The Purchaser**” means the person(s), firm or company (including the consumer) –whose order for the Goods is accepted by the Company.

“**The Consumer**” means an individual who enters into a contract for purpose which is outside its trade, business or profession. The consumers will be governed by Distance Selling Regulations ( DSR's ).

The purchaser and consumer, to whom the goods are to be supplied, are subject to these conditions of sale:

At Ross Castors our Terms and Conditions apply to all contracts for the sale of Goods by the Company, and are governed by English Law. Any changes, alterations and deviations are not accepted unless we expressly agreed to them in writing. When placing of the order, either online, verbally, faxed or by phone, this will be deemed to constitute full acceptance of these terms. These conditions will apply to all future contracts, online, written or verbal for the supply of all of our goods.

## DESCRIPTIONS, SAMPLES AND LITERATURE

The description of the Goods as set out in our website, catalogue or other form of advertising is for illustration purposes only and must not be relied upon by the Purchaser. The size, weight, measurements, performance levels, capacities and other particulars are issued to give an approximate idea.

In the case of Goods being made to your special requirements, it is your responsibility to contact us directly to ensure that any information you require is accurate.

## QUOTES AND ORDERS

If you require a quote from us, please do contact us directly either by e mail or telephone. All our quotes are valid for 30 days from the date of the quote. Quotations are subject to alteration and withdrawal without notice by the Company. Whilst we will make every effort to maintain prices quoted, often unexpected rises in product material costs or major changes in quantities ordered by the consumer and purchaser may affect prices quoted. Orders or acceptance of a quotation, are accepted by Ross Castors, with either a written purchase order, fax, authorised online order, e mail and or a verbal confirmation of the order. Acceptance of the order by the Ross Castors is deemed as the Purchaser and Consumer accepting the Terms and Conditions of Sale.

## PRICE & VAT

All our prices quoted either online, over the telephone, email, fax, catalogue may be exclusive of VAT. VAT is charged on all our goods and will appear on your invoice. Registered charities will need to pay VAT on our goods as these goods do not qualify for tax relief. Any European Community companies placing orders with us will need to supply us with a valid VAT number for validation prior to the Company accepting the purchase order. All our prices quoted are subject to carriage, as an additional charge, or included in the price quoted, unless the Goods are collected by the Purchaser, Consumer or Purchasers courier. This can be easily arranged, prior to collection. The Company reserves the right to alter any of its prices at any time and Goods despatched after the date of such alteration shall be invoiced at the rate then prevailing. Where quantities ordered vary from those quoted for, the Company reserves the right to requote. All prices on rosscastors.co.uk are correct at time of publishing. At Ross Castors we do try to make sure that the prices on our website are accurate however, we will need to validate the price before we process your order. We also aim only to display items which are in stock and can be despatched quickly. If we are unable to supply a particular item that you have ordered, or if the correct price for an item is different from the price on your order, we will notify you as soon as we can after receiving your order. We may offer a replacement or upgraded item as a replacement, but if this is not to your satisfaction, you may cancel your order. You will be able to select your delivery options and costs before you submit your credit card details. If you order offline you will also be notified of delivery costs at the time of placing your order and before payment is taken.

## PAYMENT

Payment can be made by Visa, MasterCard, American Express, Delta, PayPal, Switch and Solo. To ensure that shopping on-line is secure, your credit/debit details will be encrypted through the SagePay payment gateway. Ross Castors will not store any credit card details. The prices displayed on our web site are in British pounds if you are in the UK. If you are in Europe the prices will be displayed in Euros. We currently debit money from your account on the same day as processing your order. If the order is split and the goods are sent at separate times then you may be charged the full amount, however receive your goods in separate consignments. A VAT invoice will be issued once the full consignment of goods has been sent.

## CREDIT ACCOUNT PAYMENT

In order to set up a credit account the purchaser would need to apply to the company directly. A credit application form will need to be completed which can be downloaded on our website or emailed upon requested. Where a credit reference check has been approved and a credit account has been opened the invoice for the Goods will become due 30 days from date of invoice. Payment can be made by BACS, Cheque, credit/debit card and PayPal. In the event that the purchaser fails to make payment by the due date the Company may suspend all further deliveries to the Purchaser under the contract in question until payment has been made and their credit account is brought up to date. If payment is still not received we may remove your credit account and forward the outstanding amount to our credit insurance company to chase and recover. Any additional costs incurred will be charged to the customer, plus legal fees. We may reduce or remove your credit limit at any time, based on credit reference agencies advice which is reviewed on a quarterly basis. If this is the case any future orders will need to be paid for in advance.

## DELIVERY

The Company has excellent relationships with National couriers and unless otherwise agreed, will send the goods to the Purchaser and Consumer by courier. The Goods will be delivered to the place of business and or requested delivery address. Therefore transport of the Goods will be subject to the courier's conditions, which are available upon request. The Company aims to despatch the goods, stock permitting, within 2 working days or on a next working day delivery if required by the Purchaser and Consumer. When this is not possible the Purchaser and Consumer will be contacted directly. Should a premium delivery and or a Saturday delivery be required, this will be charged at an additional cost. The Consumer and Purchaser have the choice at checkout to choose a standard delivery rate, next working day, or premium and Saturday deliveries.

For our Sack Trucks, Trolleys and Mobile Steps, these products are all manufactured to order, which extends the lead time to 3 to 5 working days in the UK. If you are in Europe and would like to order a Sack Truck, Trolley or Mobile step, please contact us directly either by email or telephone in order to discuss the delivery options and costs.

Any period of time or dates quoted for delivery of the Goods are approximate and will not be the essence of the contract. The Company will not be liable for any claim for any shortages, pilferage or damage to Goods unless the Company is advised within 3 working days of delivery. This is in addition to and does not affect a Consumers rights in relation to defective goods given to consumers by law. Should the Purchaser fail to take delivery, or fail to give the Company adequate delivery instructions in advance then the Company will have deemed to have delivered the Goods, and carriage will not be refunded. The Company will not be liable for any claim for non-delivery unless advised by the Purchaser within 3 days of the relevant invoice date. Any delay in delivery does not entitle the Purchaser to terminate the contract, unless and until the Purchaser has given a specific amount day's written notice to the Company requiring delivery to be made and the Company has not fulfilled the delivery. In essence our couriers will aim to get the goods to you as quickly as possible, but sometimes delays happen.

If upon delivery of the products the Purchaser or Consumer discovers that they have incorrectly ordered, we do have a no quibble returns policy. As long as the goods are returned to the Company unused and undamaged, a replacement or a full refund is offered. The Consumer and Purchaser are obliged to return the goods to the Company, using a recorded delivery method and recommended to insure the returned items, as the Company is not liable for returned goods in transit.

#### **TITLE AND RISK**

The Goods remain the sole and absolute property of the Company until the Purchaser has paid for the Goods in full. The Goods are insured by and at the risk of the Company until they are off loaded at the Purchases delivery address, place of business or otherwise specified address. It is then the purchaser's responsibility to insure the Goods. Purchasers right to possession of the Goods terminates if the Purchaser has failed to pay for the Goods in full or has a Bankruptcy order made against them.

#### **DAMAGES AND SHORTAGES**

The Company will credit or replace any products that we agree are defective or damaged, free of charge along with free carriage. Providing such Goods are not defective due to misuse and the Purchaser informs the Company within 3 working days of receipt. The Company does not accept liability for expenses incurred by Purchaser on such defective products or for any direct or consequential damage arising from such a defect. Misuse, can refer to using the Goods for a purpose other than specified and intended. For example when using higher loads than specified in the Company literature or web site. Using on uneven floors, in extremes of temperatures, using around hazardous chemicals, rough use, impacts, foreign matter intrusions, excessive speeds or any modifications made. Shortages must also be advised to the Company within 3 working days otherwise we cannot accept claims. The Company will not be liable for any failure or delay or for the consequential loss of any failure or delay in performance of the contract if it is due to any event or force majeure, beyond the reasonable control of the company.

#### **WARRANTIES AND CONDITIONS**

The warranties and conditions contained in the Sale of Goods Act 1979 shall apply to this contract and all other warranties and conditions whether express or implied are hereby excluded provided that:

- a) The Company may vary designs and specifications or modify the Goods supplied without prior notice, provided such modifications do not adversely affect the performance of the Goods.
- b) The Company shall be under no liability to the Purchaser or any third party for any consequential or economic loss or expenses.~
- c) The Company shall be under no liability for breach of any of the said conditions and warranties arising from defects in the Goods unless a claim has been notified within 6 months from the date the Goods were delivered.
- d) The Company may at its option either repair or replace any Goods which may be found to be defective.
- e) The Company's liability for any loss or damage caused by any defect in the Goods shall be limited to the amount paid or payable by the Purchaser to the Company for the Goods.
- f) Third Parties , unless the right of enforcement is expressly provided, it is not intended that a third party should have the right to any part of this contract pursuant to the Contract.( Rights of Third Parties 1999)

#### **TERMINATION**

The Company does not accept termination of special orders (which are defined as non-standard stock items). These goods are non-refundable as they are made to order. The Company reserves the right to terminate the contract to supply Goods should the Purchaser enter into insolvency, bankruptcy, or any arrangements with its creditors, or breach the contract.

#### **LIMITATION OF LIABILITY**

The Company does not accept termination of special orders (which are defined as non-standard stock items). These goods are non-refundable as they are made to order. The Company reserves the right to terminate the contract to supply Goods should the Purchaser enter into insolvency, bankruptcy, or any arrangements with its creditors, or breach the contract.

#### **INDEMNITY**

The Purchaser agrees to indemnify the Company against liabilities incurred by the Company ( including damages, losses and expenses) awarded against or incurred by the Company by reason of any proceedings, claims or demand which may be made or brought against the Company: either

- a) Alleging infringement of any patent copyright or other rights of third parties by reason of anything done by the seller in accordance with the Purchaser designs, specifications or instructions express or implied or
- b) Alleging injury, death, loss or damage to any third party or property of third party by reason of any defect in any of the goods when the same have been supplied by the Company in accordance with the Purchasers designs, specifications or instructions express or implied.

#### **DISTANCE SELLING REGULATIONS**

Distance Selling Regulations (DSR) does not apply to business to business contracts. DSR apply to consumers.

#### **CANCELLATION AND RETURN WHEN BUYING ONLINE**

DSR time limits for cancellation and return of goods is 7 working days from receipt of the goods, for a full no quibble refund. Consumers must write by e mail if they wish to cancel the contract. Telephone cancellation of online orders is not accepted by the company. Cancellations are not accepted on special orders ( non-standard stock), or goods that are manufactured to order, such as sack trucks, trolleys and mobile steps, or accepted by business to business contracts. If items are cancelled and returned please be aware that business to business customers or customers with a credit account will be charged a 50% restocking fee.

#### **RETURNS**

Returning goods cost is not covered by the Company and we strongly recommend you use a recorded delivery service. If upon delivery of the products the Consumer discovers that they have incorrectly ordered, we do have a no quibble returns policy, providing the goods are returned to the Company unused and undamaged, a replacement or a full refund is offered less the cost of the carriage. The Consumer is obliged to return the goods to the Company, using a recorded delivery method and recommended to insure the returned items, as the Company is not liable for returned goods in transit. If the Consumer fails to return the goods the Company will charge the direct cost of the goods returned. Please note business to business customers or Customers who have a credit account with us will be liable to a 50% restocking fee for items ordered incorrectly.

If any Sack Trucks Trolleys and Mobile Steps are returned by the consumer or purchaser you will be liable to a 50% handling charge and restocking fee due to items being made to order. Please be aware any returns of these products must be arranged by the customer, and a collection service will be chargeable. Mobile Steps above 9 treads cannot be accepted as a return, owing to restricted storage space in our factories. Delivery charges on these items are non-refundable unless the goods are faulty.

#### **FAULTY GOODS & DAMAGES**

If the Consumer receives faulty goods, and informs the Company within 7 working days, the Company will either replace the goods free of charge, with no additional carriage charges, or offer a full refund, providing the goods are not defective due to misuse or unreasonable care. Misuse and unreasonable care can refer to using the Goods for a purpose other than specified and intended in the Company literature. For example if you are using higher loads than specified in the company literature or web site. Using them on uneven floors, in extremes of temperatures, using around hazardous chemicals, rough use, impacts, foreign matter intrusions, excessive speeds or any modifications made. Consumers must not breach statutory duty, retaining possession and reasonable care of the goods.

#### **EXPORT SALES**

If the Purchaser / Consumer place an order and the delivery address is outside of the UK, the Purchaser / Consumer is responsible for the costing of any applicable import licenses along with paying import duties in relation to the Goods. Those licenses, if required, will be made available to us before despatch of the Goods from our Premises. You must comply with all relevant laws and regulations for the country as to which you are importing your Goods to. We will not be liable or accountable for any laws you may break. If any relevant law requires you to reduce an amount for a payment that is due to us, you must increase your payment to cover the cost of this deduction.

#### **LAW**

The formation, existence and construction of this contract of terms and conditions is governed by English Law and shall be subject to the jurisdiction of English Courts.

## **How to return this form**

Please return the Application Form by E Mail, Post or Fax

1 Tuxford Road, Leicester LE4 9TZ

e: [accounts@rosscastors.co.uk](mailto:accounts@rosscastors.co.uk)

f: 0116 274 1751