



Downhills

CP Steel Processing Ltd.
The Warehouse, Shirburn Road,
Watlington, Oxon,
OX49 5BZ.

Telephone 01491 614683
Facsimile 01491 614573
Web www.downhills.co.uk

ACCOUNT APPLICATION FORM

Company Name and Address:
(Full Trading Style)

Delivery Address:
(If different)

Two horizontal lines for company name and address.

Two horizontal lines for delivery address.

Postcode: _____

Postcode: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

Delivery Details: (Tick Box) CRANE OFFLOAD [] FORKLIFT [] HAND OFFLOAD [] CAPACITY _____ Tonnes

Delivery Times: From : am to : pm

Form of Business: (Delete as applicable) Private Limited Company / Public Limited Company / Partnership / Sole Trader

Company Registration No: _____

For how long have you been Trading under this name? _____

Proprietor(s) / Partner(s) Full Names: _____

Buyers Name: _____ Works Contact: _____

Bankers Name and Address: _____

Two Trade References:

1) _____ 2) _____

Telephone: _____ Telephone: _____

Fax: _____ Fax: _____

We confirm that we have received a copy of CP Steel Processing Limited Terms and Conditions and Conditions of Business.

Signed: _____ Print Name: _____

Position: _____ Date: _____

CONDITIONS OF SALE

1. These conditions govern this contract and all other sales by CP Steel Processing Ltd. The supply of goods will not be made on any other terms and where these Conditions are in conflict with terms imposed by the buyer in the order, this Acceptance Note must be treated as a counter-offer, if the buyer does not accept these conditions delivery must not be accepted.
2. Ownership of any goods delivered by CP Steel Processing Ltd under this contract will remain in the seller unless and until all monies due from the buyer to CP Steel Processing Ltd under this contract or otherwise have been paid.
3. Unless and until property in goods delivered passes in accordance with Condition 2 the buyer is the bailee of the goods on behalf of CP Steel Processing Ltd. The buyer may appropriate the goods to any processes of manufacture or cut, alter or mix them with other goods or otherwise deal with them in the ordinary course of its business but the resulting product will become the property of CP Steel Processing Ltd immediately upon such dealing and the buyer will be the bailee thereof.
4. Unless and until property in goods delivered passes in accordance with Condition 2 the buyer may sell them or any product of any such dealing with them as it is set out in Condition 3, but will do so as the agent of CP Steel Processing Ltd until any such sale the buyer must keep such goods or products separate from goods not owned by CP Steel Processing Ltd and upon any such sale must keep any proceeds therefrom separate from the proceeds of sale of goods not belonging to CP Steel Processing Ltd.
5. CP Steel Processing Ltd has the right to enter on premises occupied by the buyer to check or remove its property or the proceeds of sale thereof, and the buyer will account to CP Steel Processing Ltd for the proceeds of any sale.
6. The buyer assumes the risk of any goods delivered under this contract upon delivery and of any products of the goods upon those products coming into existence.
7. All prices are subject to increase in the event of an increase payable by CP Steel Processing Ltd for labour and/or materials used by CP Steel Processing Ltd in performing the obligation under the contract and which occur between the date hereof and the date of delivery.
8. The price of the goods shall be paid in full to CP Steel Processing Ltd upon demand. If payment is not received CP Steel Processing Ltd reserves the right to charge interest at a rate of 5% above the base rate of Lloyds Bank PLC.
9. Delivery dates or periods are approximate only and time shall not be of the essence of this contract. It is hereby expressly agreed that CP Steel Processing Ltd shall incur no liability whatsoever in respect of any loss or damage suffered by the buyer caused by a delay in delivery.
10. No claim against CP Steel Processing Ltd in respect of short weight or damage in transit will be entertained unless notified in writing by registered post or recorded delivery within three days of delivery of the goods, the delivery notes marked accordingly and CP Steel Processing Ltd shall be given an opportunity to re-weigh and/or inspect the total consignment, or that part which deemed necessary.
11. No claim shall be entertained in respect of goods delivered wet unless the buyer informs CP Steel Processing Ltd by telephone on the day of delivery, the delivery notes are endorsed accordingly and is confirmed to CP Steel Processing Ltd in writing on the same day by registered post or recorded delivery.
12. Force Majeure. In the event of an Act of God, outbreak of war, either general or local riot or other civil commotion, strike lockout, or act or decree of any Government or any other act, matter or thing beyond our reasonable control:
 - (1) CP Steel Processing Ltd shall not be liable for any injury, loss or damage of any kind thereby caused or resulting there-from.
 - (2) At CP Steel Processing Ltd sole discretion, CP Steel Processing Ltd may withdraw wholly or in part from any contract without liability whatsoever.
13. The liability of CP Steel Processing Ltd arising out of defective goods supplied under this contract is limited to the value of the defective goods. All other liability for delivering defective goods whether in tort or contract, by express or implied term, is hereby excluded.
14. This contract is subject to the law of England and Wales.