



# COMMERCIAL ACCOUNT APPLICATION FORM

# Commercial Credit Application

**Please complete and return to:**

**Post:** C/O Finance Department, Plastica Ltd., Napier Road,  
St Leonards-on-Sea, TN38 9NY

**Email:** finance@plasticapools.net **Fax:** 01424 857858

Date:

**1. TO BE COMPLETED BY ALL APPLICANTS**

Preferred contact: Phone      Email

Company/Council

Address

Postcode

Accounts Contact

Sales Contact

Purchasing Contact

Telephone Number

Mobile Number

Company Number

Limited Company Registration Number (if applicable)

Email Address

VAT Number

Name of Bank

Sort Code

Bank Address

Postcode

Account Number

Postcode

I/We hereby apply for a credit account with Plastica Limited to be operated in accordance with the conditions of sale accompanying this form. I/We confirm the above particulars to be correct and agree, if a credit account is granted, to pay accounts by the last Friday of each month following the month of delivery. I/We agree that Plastica may carry out credit checks before we open a credit account. You can assess my/our application by credit scoring and by asking licensed credit reference agencies (or others you consider necessary) about me/us. I/We give permission for information to be disclosed to Plastica for this purpose.

Signature

Date

On behalf of

Are you a registered charity? Yes      No

Are you exempt from VAT? Yes      No

If yes, please provide proof of exemption

### 3. CONTACT

The best way to stay up to date with Plastica's early bird deals, product offers and company updates, is to join our monthly email newsletter list.

Just sign up by ticking the box below and letting us know your preferred email address.

You can opt out at any time. We do not pass on your details to any third parties.

*(View our Privacy Policy online or please ask for a hard copy.)*

Yes, sign me up for the Plastica email newsletter:

Contact Name (Accounts):

Email:

Contact Name (Sales):

Email:

Contact Name (Purchasing):

Email:

### 4. SOCIAL MEDIA

Please let us know your account names or usernames (eg @PlasticaPools) so that we can connect with you:

Facebook:

Twitter:

Instagram:

Linked In:

### 5. SHARING YOUR DATA TO THIRD PARTIES

Due to the new 2018 GDPR regulations we now require your permission to pass on any of your information to third parties, without this permission we are forbidden to share your data.

(For example, if an end user customer calls up we will try to direct them to their nearest pool dealer, with your permission we would give them your contact details.)

Yes, you have my permission to share my data with third parties.

No, I would not like to share my data with third parties.

### INTERNAL USE ONLY

Issued by

Signed (Credit Controller)

Date

Signed (Manager Director)

Date

Account Number Allocated

Credit Limit £

Price Code

Market Segment

# Terms and Conditions of Sale

## 1. Definitions

- (a) "the Company" is Plastica Ltd.
- (b) "the Customer" is any person, firm or other company entering into a contract with the Company for the supply of goods, materials or equipment.
- (c) "goods" means any item, items or materials sold under a contract between the Company and the Customer.
- (d) Delivery of goods (other than goods installed by the Company) shall be deemed to take place:
  - (i) where goods are delivered by the Company's own transport or designated carrier, at the moment when the goods or materials are lifted from the delivery vehicle; or
  - (ii) where goods are delivered by other means of transport or by a carrier designated by the Customer, at the moment when the goods or materials are loaded onto the vehicle used for such transport.
- (e) "Act of Insolvency": means:
  - (i) the Customer having any distress, execution or other insolvency process levied upon it; or
  - (ii) the Customer making, or offering to make, any arrangements or compromise with creditors, or committing any act of bankruptcy; or
  - (iii) the Customer having any petition or receiving order in bankruptcy presented or made against it;
  - (iv) the Customer having a receiver of its property or assets or any part of them appointed.

## 2. General

- (a) These Terms and Conditions apply to every contract between the Company and any Customer and to all further contracts between the Company and that Customer (until and unless the Company notifies that Customer of revised Terms and Conditions).
- (b) No prior statements made by the Company or the Customer, nor any correspondence between them, are incorporated into any such contract unless separately agreed in writing by the Company.
- (c) No representation by or on behalf of the Company by an employee or agent (including but not limited to advice or recommendations as to the quality or suitability for specific purposes of the Company's goods) takes effect unless separately confirmed by the Company in writing and the Customer agrees that it does not enter into any contract in reliance on such representations unless so confirmed.
- (d) Any illustration in the Company's catalogues, websites or other advertising document or documents shall not amount to representations or warranties and do not form part of the contract for the supply of goods.
- (e) The Customer is deemed to have satisfied himself that the goods:
  - (i) are suitable for the purpose and capable of performing the function and use to which it is intended to put them;
  - (ii) comply with any local bye-laws, regulations or planning requirements or permission.
- (f) In the case of a sale by sample the Company does not undertake that the bulk shall correspond with the sample in colour, exact dimensions or quality.
- (g) The Customer shall provide written confirmation before the Company commences production on any standard or special size products. In the event that urgency requires the Customer to place an order other than in writing, the

Customer is responsible for confirming in writing all details of the order at the earliest opportunity.

- (h) Where the Company confirms an order in writing, by email or by fax the Customer is responsible for checking such confirmation for errors and advising the Company immediately of any error or correction required.
- (i) Non-standard or special order items (as defined in the Company's pricelist) must be ordered using the Company's Special Order Forms and the Customer agrees that as per clause 12(b) 'no return' provisions apply to such orders.
- j) The Customer acknowledges and accepts that the Company may make such changes to the specification of its goods as are required to comply with applicable safety or statutory requirements;
- (k) Other than in accordance with these terms and conditions, no variation to any contract takes effect unless agreed in writing by a director of the Company.
- (l) Any agreed variation in the scope of work will be charged for by the Company at the sum agreed between the parties or, in default of such agreement on price, at the Company's prevailing rates, and shall not be regarded as a separate contract.
- (m) No waiver by the Company of any of these Terms and Conditions or forbearance to enforce any remedy it is entitled to shall prejudice any of the Company's other rights and remedies or operate as a waiver of any other breach by the Customer under any contract with the Company.
- (n) Should any of these Term or Conditions be held to be invalid or unenforceable in whole or in part the validity and enforceability of the remaining part and of the other Terms and Conditions shall not be affected.
- (o) The Customer may not assign the benefit of any contract with the Company without the written consent of the Company.
- (p) Nothing in these terms and conditions shall confer any right upon a third party and the Customer agrees that the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded from any contract to which these terms and conditions apply.

## 3. Price

- (a) All quotations by the Company are given with a quotation reference and the prices in such quotations will form part of the contract for supply of goods only if such reference is given by the Customer when placing the order.
- (b) All prices are based on the Company's current price list effective at the time of quotation less any quantity or trade discounts agreed by the Company in writing and such list prices may be varied by the Company without notice.
- (c) All prices are quoted exclusive of VAT where applicable.

## 4. Increase in Tender Price

- (a) Where, between the date of quotation and the date of delivery the price to the Company of any of the goods or of any materials used in the manufacture thereof is increased, the Company shall be entitled to increase the price of the goods under the contract by no more than the amount of such increase.
- (b) In the event that such increase exceeds 10% of the total price of the goods in question the Company shall give notice to the Customer in writing of said price increase and the Customer shall be entitled to give counter-notice within 7 days of such notice of cancellation of the contract for supply of said goods with no liability to the Company.

## 5. Payment

- (a) Unless the Company has granted a credit account to the Customer, payment for goods shall be in advance of delivery and the Company shall be entitled to withhold or deny delivery until such payment is made in a form acceptable to the Company.
- (b) Where the Company has granted a credit account:
  - (i) the customer will be invoiced upon delivery of the goods;
  - (ii) all invoices are strictly net for payment by the last Friday of the calendar month following the month of the date of invoice;
  - (iii) time of payments shall be of the essence of the contract.
- (c) Where goods are sold by instalments each instalment shall be invoiced and paid for separately.
- (d) Where installation work is carried out the Company may issue periodic invoices.
- (e) If for any reason whatsoever payment is not made when due the Company shall be entitled to:
  - (i) charge interest and fees in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
  - (ii) cancel or suspend any contract with the Customer;
  - (iii) require the Customer to pay any other sums due to the Company immediately;
  - (iv) enter into the premises of the Customer and repossess and remove all of its goods that remain its property under clause X.
- (f) The Customer agrees that it shall not be entitled to withhold payment by reason of:
  - (i) retention;
  - (ii) any re-work or repair whether or not agreed with the Company under these Terms and Conditions.
  - (iii) set-off or counterclaim in respect of any claim disputed by the Company.
- (g) The Customer agrees to indemnify the Company in respect of the full amount of any fees costs disbursements or expenses incurred (including court fees and the reasonable cost of legal representation) arising from overdue payment by the Customer or any other breach by the Customer of these terms and conditions.

## 6. Claims

- (a) No liability of the Company arises for, and no claim for defect, damage in transit, misdelivery, short delivery or any other deficiency may be made, unless:
  - (i) such deficiency is notified within 24 hours by phone and confirmed in writing within 48 hours of delivery; and
  - (ii) the Company is permitted to verify the same within 7 days of notification of the claim.
- (b) In the absence of any such notification within 7 days of delivery the Customer shall be deemed to have accepted the goods.
- (c) Notification in accordance with sub-clause (ii) above shall specify the carrier's name, the delivery note number, the date the consignment was received and details of the alleged deficiency.
- (d) The Customer agrees that if it uses or consumes any part of a delivery it is deemed to have accepted that delivery and to have waived any claim or right to claim against the Company in respect of it.
- (e) No liability of the Company arises for, and no claim for loss or non-delivery of the whole of the consignment or any separate package may be made:
  - (i) in respect of any consignment collected by the Customer or a carrier designated by the Customer; or,
  - (ii) where the consignment is delivered by the Company or the company's designated carrier, unless the Company is advised of the loss or non-delivery in

writing within 14 working days of dispatch of the goods from the Company.

## 7. Passing of Risk and Retention of Title

- (a) Risk in goods supplied passes to the Customer:
  - (i) For goods not installed by the Company, upon delivery by the Company as defined at clause 1(d);
  - (ii) For goods installed by the Company, upon the agreed sign-off by the Company and Customer of the completion of installation.
- (b) Notwithstanding the provisions of Clause 7(a) as to the passing of risk, goods supplied by the Company shall remain its sole property until the Customer has paid in full the agreed price and all other sums due from the Customer to the Company whether under this Contract or otherwise (including any interest due). Notwithstanding such retention of title, the Company shall be entitled to maintain an action for the price of the goods as soon as payment falls due.
- (c) The Customer acknowledges that it is in possession of such goods as bailee for the Company until the sums due in clause 7(b) have been paid in full or the goods have been incorporated or resold in the ordinary course of the Customer's business and shall:
  - (i) insure such goods to their full market value;
  - (ii) store or otherwise identify such goods as to show that they retain the property of the Company;
  - (iii) not mortgage, charge or otherwise encumber or dispose of the goods (other than by selling them or incorporating them in the usual course of business) without the written permission of the Company.
- (d) Where before payment in full of the sums due in clause 7(b) the Customer incorporates or resells such goods or goods are installed by the Company, it shall keep the proceeds of any sale in a non-overdrawn account and hold such proceeds on trust for the Company as fiduciary.
- (e) The Customer agrees that if the Company invokes its right to repossession of its goods under clause 5(e)(iv) the Company shall not be liable for any damage or injury reasonably done in the course of so doing to any other property owned by or in possession of the Customer to which the Company's goods have been attached or in which they have been incorporated.

## 8. Force Majeure

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, military or usurped power, act of God, force majeure, epidemic or any other matter or occurrence beyond the control of the Company or the failure on the part of the Customer to make due and timely supply of all materials and/or data and specifications as may be required and agreed as terms of the acceptance of any order by the Company, the Company shall be relieved of all liabilities incurred under the contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by the statute rules regulations orders or requisitions issued by any government department council or other duly constituted authority or from strikes, lock-outs or other withdrawal of labour force, breakdown of plant or any other causes (whether or not of a like nature) beyond the Company's control.

## 9. Substitutions

The Company's policy is to make continual improvements to the quality of the goods. The Company therefore reserves the right without notification to make substitutions and modifications to the specifications of the goods, provided always that such substitutions and modifications will not materially or adversely affect the performance or efficiency of the goods, but the company shall not be under any duty or obligation to incorporate any new design or altered features into the goods after it has entered into a contract for the supply of such goods.

## 10. Warranties

- (a) The Company warrants that goods will correspond to their specifications as at the time of confirmation of order and that installation or maintenance of goods or equipment will be carried out with reasonable care and skill and to a good standard of quality.
- (b) In the event of any defect appearing in the goods within one year of delivery the customer shall return such goods to the Company or make such goods available for inspection, upon which the Company shall, at its own opinion and discretion, determine whether any such defect is due to any fault of the Company in design, manufacture or other workmanship.
- (c) The Company will replace, re-work or give credit to the Customer for any goods for which it accepts fault in accordance with clause 10(b).
- (d) If the Company finds no defect for which it is responsible in accordance with clause 10(b), or in the case of international supply contracts as defined in s.26 Unfair Contract Terms Act 1977, the Customer shall be liable for all costs of carriage, collection or inspection in respect of such goods,
- (e) In the case of defective goods, parts or materials not manufactured by the Company, the Customer shall be entitled so far as possible to the benefit of any warranty or guarantee given by the manufacturer and the Company will, on request, provide details of such warranties or guarantees,

## 11. Exclusions

- (a) The Customer agrees that time is not of the essence of any schedule under the contract. Any date or time quoted for delivery or installation is given as an estimate only and the Company shall:
  - (i) not be liable for any loss or damage howsoever arising by any matter beyond its reasonable control from failure to deliver or carry out installation on or by such stated date or at such stated time;
  - (ii) if found liable for loss or damage arising from failure to deliver on such stated date or at such stated time shall be liable only for loss limited to the excess (if any) over the price of the goods of the cost to the Customer of similar goods in the cheapest available market.
- (b) The Customer agrees that any failure of the Company to make any delivery shall not entitle the Customer to cancel or suspend any subsequent or other delivery or contract.
- (c) Other than as set out in clause 10(a) or as expressly confirmed in writing by the Company, no warranty condition or representation express or implied as to description, quality or suitability of any goods hereby sold is given by the Company or deemed to have been given or implied and (to the extent permitted by statute) any statutory or other warranty condition or representation whether express or implied is hereby excluded.
- (d) the Company accepts no liability whatsoever for:
  - (i) any loss or damage whether consequential or direct and whether suffered by or occasioned to the Customer the employees or agents of the Customer or a third party which may arise after the delivery or installation of the goods;
  - (ii) any error in specification referred to in any written email or fax acknowledgment of the Customer's order if the Customer does not immediately draw the Company's attention to such matter in accordance with clause 2(h);
  - (iii) defects in goods or material supplied by the

Customer for installation by the Company;

- (iv) goods which have been altered or repaired other than by persons not reasonably approved or authorised by the Company;
  - (v) any advice given in any respect by an employee, servant or agent of the Company, whether technical, descriptive or otherwise.
- (e) If materials, goods or equipment supplied under the contract are supplied by a third party subject to that third party's warranty, the Customer's remedy for any defect lies against that third party rather than against the Company.
  - (f) If materials, goods or equipment are installed for a specific purpose of the Customer, no warranty is given by the Company as to fitness for such purpose irrespective of knowledge of it.
  - (g) No swimming pool linings supplied by the Company should be cut in any way for the purpose of fitting faceplates for drains or other fittings unless the Customer is fully satisfied as to the good fit of the lining. Should the lining subsequently be found to be irreparable due to such cuts, even if the lining does not fit the pool due to a mistake of the Company then the Company shall have the right to charge for repair or replacement of the lining.
  - (h) The Company's liability in contract, tort or otherwise shall in no case exceed the invoice price of the goods supplied.

## 12. Returns

- (a) Returns for credit of goods supplied in accordance with the Customer's order is at the sole discretion of the Company.
- (b) The following goods will not be accepted for credit. Special and direct orders, product being returned that has been used (except when faulty), where damage has been sustained on the return journey due to unsatisfactory packaging, non-stock items, water treatment products, adhesives, paints and joint mix, above ground pool products, toys and games, all products with the non-return symbol as highlighted in the price list, order over 30 days old from invoice date (excluding faulty products within their warranty period).
- (c) Goods supplied to the special order or design of the Customer, or fabricated to specifications supplied by the Customer, or installed by the Company cannot be returned for credit.
- (d) Return of goods for credit is subject to a handling charge of 25% of the invoice value of the goods or £25.00 whichever is the greater and payable by the Customer in accordance with Clause 5(a) and subject to any or all the remedies under Clause 5(e).

## 13. Termination or Suspension

- (a) Without prejudice to any of its other rights the Company may terminate the contract or suspend further deliveries to the Customer in the event of:
  - (i) the Customer failing to make due payment in accordance with Clause 5(a) for any goods or work done; or
  - (ii) any act of Insolvency relating to the Customer; or
  - (iii) the Company receiving any information indicating that the Customer is or may become unable to pay its debts.
- (b) In the event the contract is terminated under clause 13(a) the Company shall be entitled to any or all of the remedies under clause 5(e).
- (c) The Company reserves the right to withhold performance of any of its obligations under the contract if in its sole opinion the Customer's credit status becomes unsatisfactory.

#### **14. Intellectual Property Rights**

- (a) Unless agreed otherwise in writing by both Company and Customer:
  - (i) any design, drawing, image, graphic, specification or other document (in written or electronic form) prepared or produced by the Company shall remain the exclusive property of the Company; and
  - (ii) the Customer shall not disclose any design, drawing, image, graphic, specification or other document (in written or electronic form) prepared or produced by the Company to any third party.
- (b) The Customer agrees to indemnify the Company in respect of any claim for infringement of any intellectual property right arising from:
  - (i) the design of any item to a specification provided by the Customer; or
  - (ii) the installation by the Company of any equipment supplied by the Customer.

- (c) The Customer agrees not to use any of the following terms, or terms similar to or with similar meanings or implications, in connection with the name 'Plastica': "Agent", "Appointed", "Biggest", "Largest", "Main", "Premier", "Principal", "Representative".

#### **15. Specific Additional Terms and Conditions**

- (a) Additional Terms and Conditions apply to orders from the Company's Extreme Onsite Lining Division and are available from that Division.
- (b) Additional Terms and Conditions apply to the use of the Company's websites as set out in the Company Website Terms and Conditions as available on the Company website [www.plasticapools.net](http://www.plasticapools.net).

#### **16. Law and Jurisdiction**

- (a) The contract is deemed to be made under and in accordance with English law.
- (b) Any dispute under the contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.