



Aspen House
Wheatfield Road
Kirkcaldy KY1 3PD

Tel: 01592 655770
Fax: 01592 650565

Credit Account Application Form

Company Name in Full:		
Address:	Tel No:	
	Fax No:	
	Purchasing Contact:	
	Email:	
	Accounts Contact:	
Postcode:	Email:	
Credit Limit Required: £	No of Employees:	Year Business Established:
TRADE REFERENCE 1 Name: Address: Fax No:	TRADE REFERENCE 2 Name: Address: Fax No:	

COMPLETE THIS SECTION IF A LIMITED COMPANY	
Registered Office (if different from above):	
Registered Number:	
Ultimate Holding Company (if applicable):	

COMPLETE THIS SECTION IF SOLE TRADER OR PARTNERSHIP	
Proprietor/Partners Name:	
Home Address:	
Other Partners Name:	
Home Address:	
If more than 2 partners, please continue on seperate piece of paper	

I / We hereby apply for a credit account and confirm that I / We agree to the Osprey conditions of sale detailed overleaf:	
Authorised Signatory:	Date:
Print Name:	
Position in Company:	



Terms & Conditions of Sale

1. PARTIES

In these conditions the vendor **OSPREY INDUSTRIAL** is referred to as **OSPREY**; and any other party with whom **OSPREY** contracts for sale of goods or services is called 'the customer'.

2. RISK

The customer shall be responsible for all risk in the goods sold as soon as they are delivered to the specified delivery address, whether or not this is the customer's own address, or as soon as they are collected from **OSPREY** by the customer or any other party acting on his behalf.

3. TITLE

Notwithstanding that the risk in the goods sold has passed to the customer, goods shall remain the property of **OSPREY** until paid for in full by the customer. **OSPREY** reserves the right to repossess goods not paid for punctually or as agreed between **OSPREY** and the customer, and the customer shall for that purpose afford **OSPREY** or its agents access to any premises where the goods may be situated. **OSPREY** or its agents shall be entitled to enter upon those premises for the purpose of making this repossession.

4. DEFECTIVE GOODS

OSPREY will replace or at its absolute discretion refund the purchase price of any goods supplied to the customer which in the opinion of **OSPREY** are in any way not in accordance with the contract, except where the customer or someone acting on his behalf has signed that the goods were received in good condition, in which case liability attributable to **OSPREY** shall only cover goods which in the opinion of **OSPREY** were damaged or defective before leaving our premises or our own vehicle. Where a carrier's or transport company's note bearing the words "Received in Good Condition" or similar has been endorsed by the customer with words such as 'Unexamined' this endorsement shall not have the effect of making **OSPREY** or the carrier or transport company liable for any shortfall, damaged or defective goods subsequently discovered. In any case the liability of **OSPREY** shall extend to no more than the purchase price of the goods in question, and shall in no circumstances whatsoever include any direct, indirect or consequential loss or damage however caused.

5. NOTIFICATION

The customer shall notify **OSPREY** immediately of any discrepancy, shortfall or damage to the goods supplied. Any claim under 4. above shall in any case be made to **OSPREY** within three days of delivery or collection.

6. LATE DELIVERY/NON DELIVERY

In no circumstances whatsoever shall **OSPREY** be liable for any loss whether direct indirect or consequential due to goods not being delivered by any specified time or date. Delivery times are given in good faith but shall not be binding and may on occasions be affected by circumstances beyond the control of **OSPREY**.

7. SUITABILITY

No goods are sold by **OSPREY** as being fit for any particular purpose since conditions of use are beyond our control. No goods shall be ordered, nor will they be supplied, on a sale or return basis. **OSPREY** may at its absolute discretion exchange undamaged goods with appropriate cost adjustments and a restocking charge of 10% plus any carriage charges involved.

8. CUSTOMER'S LIABILITY

In requesting delivery onto premises or ordering a delivery vehicle off the public road for the purpose of making a delivery to any site, the customer shall accept responsibility for any damage to persons or property resulting from this action however caused.

9. PAYMENT

OSPREY reserves the right to pass on to the customer any bank charges incurred as a result of dishonored cheques, and to charge interest at the currently approved rate on overdue payments. All monthly credit accounts shall be settled by the last day of the month following the dates of the relevant invoices.

10. INTERPRETATION.

These terms and conditions shall be deemed to be the basis of any contract entered into with **OSPREY** for the sale of any goods or services, and shall be construed in accordance with English law where the customer's invoice address is in England, and Scottish law in all other cases.