

CREDIT APPLICATION FORM

TRADING NAME _____ **DATE** _____
LEGAL NAME _____

(in the case of sole trader, etc., please insert individual name)

ADDRESS _____ **TEL NO** (o) _____
 _____ (h) _____
 _____ (m) _____
FAX NO _____

NAME OF PROPRIETORS/DIRECTORS _____ **REQUEST** _____
COMPANY REGISTRATION _____ **LTD. COMPANY** **INDIVIDUAL**

TRADE REFERENCES

COMPANY NAME	CONTACT	PHONE NO.
• _____	_____	_____
• _____	_____	_____
• _____	_____	_____

CONTACT ACC PAYABLE _____ **DIRECT LINE NO.** _____
P/O REQUIRED _____ **YES** **NO**

PERSONAL GUARANTEE

I of in consideration of James McMahon Limited opening an account with, or supplying or continuing to supply goods to, hereby guarantee all monies which may become due and owing by to James McMahon Limited, if such monies remain unpaid for a period of in excess of seven days after demand has been made by James McMahon Limited to, in respect of the discharge of same.

I say that I understand that this is a personal guarantee and I am fully aware of the consequences of giving such a guarantee, which have been explained to me and I have been advised to take independent legal advice prior to the signing of this guarantee.

WITNESS BY NAME _____ **SIGNATURE OF DIRECTOR/ PROPRIETOR** _____
ADDRESS _____ **HOME ADDRESS** _____
DATE _____

DATE FOR INTERNAL USE ONLY							
A/C NO				REP			
TERMS				LIMIT			
CREDIT REF	YES	NO	BANK REF	YES	NO	CREDIT REPORT	YES
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
SIGNED						DATE	

Corcanree
Dock Rd
Limerick
Tel 061 315388
Fax 061 315781

Park Rd
Dunmanway
Co Cork
Tel 023 45110
Fax 023 45297

Riverside
Commercial Park
Portarlinton
Co Laois
Tel 057 8623107
Fax 057 8623043

Clash Ind Est
Tralee
Co Kerry
Tel 066 7126647
Fax 066 7126701

Unit 200
Northwest Bus Pk
Ratoath Rd
Blanchardstown
Dublin 15
Tel 01 8477644
Fax 01 8476651

The Twenties
Moneymore
Drogheda
Co Louth
Tel 041 9831101
Fax 041 9831104

Water St
Cork
Tel 021 4501341
Fax 021 4501233

Dublin Road
Fermoy
Co. Cork
Tel 025 82088
Fax 025 82089

Tuam Rd
Galway
Tel 091 751862
Fax 091 757454

Each sale is subject to our standard terms & conditions printed overleaf.

TERMS & CONDITIONS

General

In these conditions the Seller means James McMahon Limited and the Buyer means the purchaser of the goods. The Goods mean the products of the Seller.

Quotations and Orders

1. All quotations, acceptances, undertakings or transactions are subject to these terms and conditions and any additional or different terms proposed by the Buyer shall not amend or modify these terms and conditions and shall, to the extent that they purport to so amend or modify these terms and conditions, be of no effect. The Buyer will be deemed to have agreed to and accepted these terms and conditions upon the placing of any order for Goods.
2. No order in pursuance of any quotation or otherwise shall be binding on the Seller unless and until such order is accepted by the Seller.
3. All prices quoted are exclusive of Value Added Tax where applicable.

Price

4. The Seller reserves the right to vary its prices without notice for any reason whatsoever and unless otherwise agreed in writing, prices shall be those ruling at the date when the Goods are supplied to the Buyer.

Delivery

5. Delivery shall be within a time period agreed between the parties and the Seller shall use its best endeavours to ensure that delivery takes place within the period agreed. Failure by the Seller to deliver the Goods within the agreed time period shall not amount to a breach of this contract by the Seller and the Buyer shall not be entitled to damages or other compensation or to cancel this contract by reason of such failure.
6. The Seller reserves the right to deliver in installments. Each part delivery shall be deemed to constitute a separate contract, the fulfilment or non-fulfilment of which shall not affect any other part of the contract or the contract as a whole.
7. Where any order involves more than one delivery and default is made on payment on the due date (either under this contract or any other contract made between the Seller and the Buyer) the Seller shall have the right to suspend all further deliveries until payment is made or to terminate the contract without prejudice to any existing claim.
8. The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of the Goods by the Seller being prevented, hindered or delayed by reason of any circumstances whatsoever which are outside the control of the Seller.
9. Once delivery has been accepted the Buyer shall not be entitled to withhold or postpone payment of all or any portion of the price agreed therefore.

Complaints/Claims

10. Notice of claims for damage to goods or shortages must be given in writing to the Seller within three working days of the date of collection or delivery.
11. Claims for defects in quality, nature, condition etc., must be received in writing within three working days of delivery of goods.
12. In the event of such a claim, and upon receipt of the aforementioned notice with the time specified, the Seller shall, if possible, make good the said shortage, and or as appropriate, replace, without admission of liability, any Goods found to be defective. In the event that it is not reasonably possible either to make good the said shortage, or replace the said Goods, the Seller may elect to give credit to the Buyer in respect of such shortage or replacement.
13. The Seller gives no warranty as to the quality or fitness for any particular purpose of the Goods supplied.
14. In no circumstances whatsoever shall the Seller's liability to the Buyer arising out of or in connection with this contract or the Goods supplied exceed the invoice price of any particular item in regard to which a claim is made. Insofar as any Goods supplied by the seller are found to be defective, in no circumstances shall the Seller be liable to the Buyer (or to any third party) for any consequential losses whatsoever".
15. Notice of claims in relation to errors in pricing or discount must be given in writing within 30 days of date of invoice.
16. Goods may be returned by prior arrangement only and are accepted for credit at the sole discretion of the Seller. A 10% handling charge shall apply on all Goods returned for credit.

Special Terms/Product Specific

17. The seller accepts no responsibility or liability where goods have been affected by misuse, neglect, accident, improper storage, installation or handling or by repair or alteration not effected by the seller. Where the goods supplied include doors or flooring, responsibility for the installation and site conditions resides with the buyer.
 - a. Floors should be installed in accordance with BS5750. No floor should be laid on concrete with a moisture level of 3% or over.
 - b. Doors should be sealed on all four edges prior to installation.
 - c. For further information on installation and site conditions contact the manufacturer directly.
18. Returns of slates, plaster and bagged products will not be accepted. It is the responsibility of the buyer to ensure that correct quantities are ordered.

Retention of Title

19. All Goods supplied to the Buyer, notwithstanding delivery and the passing of risk, shall remain the property of the Seller until such time as all monies due to the Seller, whether in relation to the specific goods or otherwise, have been discharged in full. Furthermore and in the event that the Buyer has not discharged all sums due to the Seller, the Seller reserves the right to repossess any Goods supplied in respect of which payment has not been made and thereafter to sell on these Goods. The Buyer hereby grants an irrevocable right and licence to the Seller, its representatives or agents to enter upon all and any of its premises to recover such Goods. This clause shall be binding on the Buyer, its staff, agents and any receiver, liquidator or examiner or such other person as may be appointed by the Courts.

Payment

20. The Buyer shall effect payment to the Seller for all Goods supplied on or before the due date, as agreed with the Seller.
21. Interest will be charged on all overdue amounts at a rate of 2% per month at the time payment is due - this shall apply even in the event that the Seller continues to supply Goods to the Buyer on credit.
22. The Seller reserves the right to recover all and any charges incurred by it in collecting overdue monies including debt collectors fees, solicitors fees and/or Court costs.

Refund of Deposits

23. Deposits received on the order of any Goods shall only be refundable at the discretion of the Seller. Deposits shall not be refunded in respect of any order of non stock items.