

**APPLICATION FOR CREDIT ACCOUNT**

Please tick 'I' to indicate which products you wish to purchase  Ventilation  Profile

Company Name:

Company Registration No:

Vat No.

Address:

Postcode:

Telephone: Landline (*compulsory*):

Fax:

Mobile:

MD/Proprietor:

Sales Email Address:

Accountant/Accounts Contact:

Accounts Email Address:

Buyer:

**Amount of Credit Required:**

Shop online?

Yes

No

E-mail Sales Invoices/Statements?

Yes

No

If yes accounts e-mail address:

**NB: Please attach a copy of your company letterhead with this application**

Name and Address of Bankers:

Postcode:

Bank A/C No:

Sort Code:

Trade References:

1. Name and Address:

Postcode:

Contact Email:

2. Name and Address:

Postcode:

Contact Email:

**DECLARATION:**

I/WE HAVE READ THE TERMS AND CONDITIONS AS PER ATTACHED APPLICABLE TO MY/OUR APPLICATION FOR CREDIT FACILITIES WITH AIR MOVEMENT SUPPLIES LIMITED. I/WE AGREE TO COMPLY WITH THOSE TERMS AND CONDITIONS.

Directors Signature:..... Date:.....

Full Name (*Block Letters*):.....

Email: andrea@airmovementsupplies.ie

## Terms and Conditions

### 1. General

- (1) All orders received for the supply of goods (including any part, parts and components of, or materials incorporated in them) ("the Goods") by AMS Limited trading as Air Movement Supplies Ltd (referred to as "the Company") to any person firm or company (referred to as "the Customer") shall be subject to these terms and conditions which shall apply to the exclusion of any terms and conditions of the Customer unless otherwise expressly agreed in writing by a duly authorized representative(Director) of the Company.
- (2) No variation or amendment of these terms and conditions shall be made unless expressly agreed in writing by a duly authorized representative of the Company.
- (3) Unless previously withdrawn by the Company, a quotation from the Company is fixed for a period of up to 30 days after the date of the quotation. No quotation shall constitute an offer or tender but shall be deemed to be an invitation to treat.
- (4) A contract shall be created only when the Company, through a duly authorized representative, has accepted either in writing or orally an instruction from the Customer to purchase Goods: such acceptance shall thereupon create a contract to be governed by these terms and conditions in accordance with the provisions of subclause (1) hereof.

### 2. Prices

- (1) All prices quoted are exclusive of Value Added Tax, and unless where otherwise expressly stated in writing by the Company exclusive of excise duties, import levies, landing charges, freight carriages, insurance and other charges of whatever nature (where applicable), all of which will be paid by the Customer.
- (2) The prices charged by the Company will be those ruling at the date of dispatch. The Company reserves the right in its unfettered discretion to vary the price from that quoted or from that prevailing at the contract date in the event of any rise or fall in, without limitation, the cost of the materials, labor services, interest rates, transport and statutory charges between the date of contract and the date of dispatch. Further, the Company reserves the right at its sole discretion to increase any price if the Customer requests the Company to vary, modify or amend the contract.

### 3. Payment

- (1) Unless otherwise agreed in writing between the Company and the Customer payment for the Goods supplied by the Company to a customer who has an approved credit account shall be 30 days end of month as standard and made on or prior to the end of the month following the month in which the Goods were supplied. Time for payment shall be of the essence. Payments shall be made in Euros as standard or in the currency that the Companies invoice has been raised. No payment shall be deemed to have been received until the Company has received cleared funds.
- (2) Goods ordered by the customer will be invoiced by the Company in the month that they become available to the customer whether the customer avails of taking them in that period or later.
- (3) The Customer shall make all payments due under the contract in full without any deduction whether by way of set-off, contra, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- (4) The Customer shall pay interest on overdue accounts or so much thereof as shall be overdue at the rate of 2% per month or part thereof over the Company's Bank's base lending rate from time to time in force until the date of payment of cleared funds into the Company's bank account after the due date has passed.
- (5) If the Customer fails to make any payment when due in accordance with this Clause 3, then without prejudice to any other right or remedy available to the Company, the Company may demand payment of the entire outstanding account of invoices issued to the Customer (including invoices that would otherwise be within the credit terms save for operation of this sub-clause (4), and such invoices shall then automatically fall due for immediate payment.
- (6) All sums payable to the Company under the contract shall become due immediately on termination of the contract despite any other provision. Persistent late payments by the customer will lead to a withdrawal of all credit terms provided by the Company at the Company's discretion. Payments made by the customer by cheque or transfer should make adequate allowance for funds to reach the Company's account within the credit terms agreed.

#### 4. Delivery

- (1) Unless otherwise agreed in writing by an authorized representative of the Company, delivery of the Goods shall take place at the Company's place of business.
- (2) If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licenses or authorizations:
  - (a) risk for the Goods shall pass to the Customer (including without limitation for loss or damage caused by the Company's negligence);
  - (b) the Goods shall be deemed to have been delivered; and
  - (c) the Company may at its discretion store the Goods until delivery, whereupon the Customer shall (unless otherwise agreed in writing by an authorized representative of the Company) be liable for all related costs and expenses (including, without limitation, storage and insurance).
  - (d) Goods invoiced by the Company and belonging to the customer that remain in the Company's possession for more than 30 days after the customer has been notified in writing of their availability can subsequently be removed, disposed of and or resold at the Company's discretion without further consultation with the customer and without further recourse to the customer to compensation from the company. The goods must be paid for in full by the customer.
- (3) Any time quoted or given for delivery of the Goods is intended as an approximate estimate only and time for delivery shall not be made of the essence by notice. The Company shall not be liable for any delay, loss or damage of any kind whatsoever (including but not limited to costs, damages, charges or expenses) arising directly, indirectly or consequentially (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), out of any delay (even if caused by the Company's negligence) or failure to deliver the Goods on the estimated delivery date, nor shall any delay entitle the Customer to terminate or rescind the contract.
- (4) The Customer shall provide at its expense adequate and appropriate equipment and manual labor for unloading the Goods.
- (5) The Company reserves the right to dispatch and invoice any part of an order as and when the Goods become available.
- (6) Each instalment of an order for the Goods shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle the Customer to repudiate or cancel any other contract or instalment.
- (7) The quantity of any consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

#### 5. Damage or loss in transit/defective goods

- (1) The Company shall not be liable in respect of any damage to Goods in transit or for any shortfall of Goods received howsoever caused unless identified and indicated in writing upon the documentation provided by the customer at the time of receipt of the goods. Goods signed for by the customer without further comment at the time of their receipt will be taken as received in full and without damage.
- (2) In the event that any Goods supplied by the Company or any part thereof are found to be defective owing to faulty workmanship or materials and not arising from the Customer's fault, neglect or misuse, the Company will either (at its choice), refund the price paid for or replace any Goods (or any part(s) thereof) supplied provided that the Company is notified in writing within 7 days of discovery of any such defects or (if earlier) within 7 days of when such defects ought to have been discovered and in any event not later than 12 calendar months from the date of delivery and that such Goods are returned, carriage paid, to such place as the Company shall direct.

#### 6. Passing of risk

Depending on the arrangements for delivery, risk in the Goods shall pass to the Customer on handover at the Company's place of business, or on delivery to the Customer at their premises or a site of their choosing by the Company or by a carrier engaged by the Company, or on collection by a carrier engaged by the Customer.

#### 7. Retention of Title

- (1) Notwithstanding delivery and passing of the risk in any Goods supplied by the Company to the Customer pursuant to Clause 6 hereof, the Company shall remain the owner of the Goods until the contract price has been paid in full and until all monies payable by the Customer to the Company under any other contract made between the Company and the Customer have been paid in full in cash or cleared funds.
- (2) Until the property in the Goods passes to the Customer pursuant to the provisions of sub-clause (1) hereof the Customer shall keep the Goods as bailee of the Company and in this connection shall set aside the Goods separately from other goods in the Customer's possession and shall identify the Goods as the Company's property. The Customer shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods and shall maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company.

- (3) Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Buyer.
- (4) If at any time before the property in the Goods passes to the Customer pursuant to the provisions of subclause (1) hereof the Customer sells the Goods or any part thereof he shall do so as principal.
- (5) The Company shall be at liberty at any time before the property in the Goods passes to a third party from the Customer pursuant to the provisions of sub-clause (1) hereof to require the Goods to be returned to it and if the requirement is not immediately complied with by the Customer the Company may retake possession thereof and may enter any premises of the Customer or any other premises where the Goods may be for such purpose. Such return or repossession shall be without prejudice to the rights of the Company to recover all sums owing by the Customer to the Company and to the Company's rights to claim damages against the Customer for breach of any obligations on the part of the Customer arising under the contract. Any expenses incurred in such return and repossession of the Goods or any damage caused to any land by the Company in exercise of its powers hereunder shall be borne by the Customer.
- (6) Until ownership of Goods or items passes from the Customer, the Company or any person nominated by it shall be entitled to enter into the Customer's premises from time to time for the purpose of:-
  - (a) ensuring that the Customer has complied with the provisions of sub-clause (2) hereof;
  - (b) inspecting all books, accounts, records, documents and papers of the Customer for the purpose of determining sums due to the Company by virtue of the provisions of sub-clause (4) hereof;
  - (c) for the purpose of exercising its rights of repossession under sub-clause (5) hereof.

#### 8. Limitation of liability

- (1) The Customer must rely on his own skill and judgement when deciding whether to purchase the goods. Save as otherwise expressly provided in clause 5(2) the Company shall not in any circumstances be under any liability whatsoever to the Customer whether in contract, tort or otherwise for any defect in, failure of or unsuitability for any purpose of the goods or for any loss of profit, consequential loss (including loss of use or goodwill, or of business or similar financial loss) or damage, claim or any other liability howsoever caused whether or not due to the negligence of the Company or its servants or agents or to faulty design, workmanship or materials. All conditions, warranties or other terms expressed or implied, statutory or otherwise inconsistent with the provisions of this clause are hereby expressly excluded provided that nothing in this clause shall exclude or restrict:
  - (a) any liability of the Company for death or personal injury resulting from negligence of the Company or its servants or agents.
  - (b) any liability of the Company for breach of its implied undertakings as to title.
  - (c) any matter which it would not be lawful to exclude or attempt to exclude; and
  - (d) where the Customer deals as consumer within the meaning of the Unfair Contract Terms Act 1977 and the Sale and Supply of Goods to Consumers Regulations 2002, any liability of the Company for breach of its implied undertakings as to conformity of the goods with description or sample or as to their quality or fitness for a particular purpose.
  - (e) It shall be the responsibility of the Customer to assume and to cover by insurance, if the Customer so wishes, the risks which fall on the Customer as a result of the incorporation of this clause in the contract.  
Subject to clause (1) hereof, the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price.

#### 9. Cancellation

- (a) Orders placed by the Customer cannot be cancelled except with the Company's consent in writing and on terms that:
- (b) the Customer shall be liable for costs, expenses and losses of any kind suffered or incurred by the Company resulting directly or indirectly from such cancellation; and
- (c) the Customer shall in accordance with Clause 10 below return all goods which are the subject of a cancelled order.

#### 10. Returns

- (1) Before returning any Goods the Customer must obtain the written agreement of a duly authorized representative of the Company.
- (2) Goods will be returnable only if:
  - (a) they are in perfect resale condition including packaging as determined by a duly authorized representative of the Company.
  - (b) they are held as a stock item by the Company; and
  - (c) they were sold or supplied (as the case may be) to the Customer within the preceding thirty days.

- (3) The Customer is responsible for the safe delivery of all returned Goods to the Company's works and will in addition be responsible for all costs incurred in making such delivery. Risk in the returned Goods will only pass to the Company on signature of the Goods return receipt by a duly authorized representative of the Company.
- (4) The duly authorized representative of the Company will sign the goods return receipt (which shall be completed in all other respects by the Customer) on satisfaction of the conditions in clauses 10(1), (2) and (3).
- (5) At the Company's absolute discretion a charge may be made by the Company (usually by deduction from any credit for returned Goods) in respect of all returned Goods which will be payable by the Customer within 60 days after the signature of the goods return receipt. The charge levied will be 35% of the net value of the returned Goods subject to a minimum restocking charge of €125.00.

#### **11. Suspension**

In the event of the performance of any obligation accepted by the Company being prevented, delayed or in any way interfered with by any other cause beyond its control (including without limitation):

- (a) rules, regulations, requisitions or orders of the Government or Local Authority, war, riot, civil disturbance, strike, industrial action short of a strike, lock out, accident. fire; or
- (b) shortage of labour or materials or non delivery by the Company's suppliers or damage to or destruction of the whole or part of the Goods, the Company may at its option suspend performance or cancel its obligations under the contract without liability for any damage or loss of any kind whatsoever resulting therefrom, such suspension or cancellation being without prejudice to the Company's right to recover all sums owing to it in respect of Goods delivered at the date thereof.

#### **12. Default of Customer**

Should default be made by the Customer in paying any sum due under any contract the Company, at its option, shall be entitled to suspend delivery until the default is made good or treat such default as a repudiation of the contract in which case the Customer shall (without prejudice to any right which the Customer may have for the return of any Goods or the payment of any compensation of damages by the Customer) pay the Company's reasonable charges for any costs incurred in the course of all preparation of any kind made by the Company for the performance of the contract by the Company.

#### **13. Termination**

If any distress or execution shall be levied upon the Customer his property or assets or if the Customer shall make or offer to make any arrangement or composition with creditors or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or becomes bankrupt or if any petition or receiving order in bankruptcy shall be presented or made against him or if the Customer shall be a limited company and any resolution or petition to wind-up such company's business shall be passed or presented (otherwise than for a bona fide solvent reconstruction or amalgamation) or a petition is presented for the Customer to go into administration or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or the company convenes a meeting of creditors (whether formal or informal) or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, the Customer suffers or allows any execution, whether legal or equitable, to be levied on his property or obtained against him or fails to observe or perform any of his obligations under the Contract or any other contract between the Company and the Customer or is unable to pay his debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade the Customer encumbers or in any way charges any of the Goods, the Company shall have the right forthwith to terminate the contract and on such notice upon the Customer the Company will also apply clause 7 to reclaim with immediate effect possession of all Company goods that remain in the Customer's possession.

#### **14. Compliance**

No relaxation, forbearance, delay or indulgence by the Company in enforcing any of the terms and conditions of any contract shall prejudice the Company's rights to insist upon the strict compliance therewith nor shall the same constitute a waiver or an estoppel.

#### **15. Assignment**

- (1) The Company may assign the contract or any part of it to any person, firm or company.
- (2) The Customer shall not be entitled to assign the contract or any part of it without the prior written consent of the Company.

**16. Communications**

All communications between the parties about the contract shall be in writing by email and or delivered by hand or sent by pre-paid first-class post:

- (a) (in the case of communications to the Company) to Air Movement Supplies Limited, unit 23 third avenue, Cookstown industrial estate Tallaght Dublin 24 and marked for the urgent attention of the sales contact overseeing the contract or such changed address as shall be notified to the Customer by the Company; and
- (b) (in the case of the communications to the Customer), by email or to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the contract or such other address as shall be notified to the Company by the Customer.

These terms and conditions of supply and any contract between the Company and the Customer are governed by and are to be construed in accordance with the laws of Ireland, the non-exclusive jurisdiction of whose courts the Customer agrees to submit to.