CAPITAL CAR GLASS

TRADE ACCOUNT APPLICATION

Business customers only

ACCOUNT APPLICATION
CASH OR CREDIT

Business details

Complete all applicable fields. Credit accounts are subject to approval and the Terms & Conditions on page 2.
Please return the completed form with a copy of your company letterheaded paper.

FULL NAME

COMPANY NAME

TRADING ADDRESS

ADDRESS OF REGISTERED OFFICE

TELEPHONE NUMBER

EMAIL ADDRESS

COMPANY REGISTRATION NUMBER

VAT NUMBER

Account preferences

ACCOUNT TYPE

☐ Cash account ☐ Credit account Credit accounts are subject to credit score checks and approval.

PROJECTED MONTHLY SPEND (£)

PROJECTED ANNUAL SPEND (£)

Declaration & authorisation

I/We confirm that the information provided is accurate and that I/we have read and agree to the Terms & Conditions of Sale on page 2.

SIGNED **NAME** **POSITION** **DATE**

Terms & Conditions

By signing or submitting the account application, the Buyer confirms that it has read and agrees to the following terms.

1. Definitions. "Seller" means Capital Windscreens Ltd, trading as Capital Car Glass. "Buyer" means the individual, partnership, company or other incorporated or unincorporated body purchasing goods from the Seller. "Goods" means automotive glass, parts, accessories, consumables and any other items supplied by the Seller.

2. Account types and approval. The Seller may offer cash accounts and credit accounts. A cash account does not provide a credit facility and payment is due in accordance with the payment terms stated at the time of order or collection. Credit accounts are subject to approval, including credit score and other reasonable business checks. The Seller may decline an application or request further information without being required to grant credit.

3. Credit limits and account review. Any credit limit granted is discretionary, may differ from any amount discussed or requested and may be changed, reduced, suspended or withdrawn at any time. The Seller may periodically review account activity, payment performance and creditworthiness. The Buyer must notify the Seller promptly of any material change to its ownership, trading address, contact details or financial position.

4. Spending projections. Any monthly or annual spending figure stated on the application is an estimate provided for account assessment and administration only. It is not a commitment by the Buyer to place orders of that value and does not oblige the Seller to extend a particular credit limit, price level or service arrangement.

5. Prices and VAT. Goods will be invoiced at the price ruling on the date of despatch or collection unless otherwise agreed in writing. Prices may change without notice. The Seller will use reasonable endeavours to advise the Buyer of material price changes identified between order and despatch. Prices are exclusive of VAT unless expressly stated otherwise.

6. Orders and availability. Orders are subject to acceptance and stock availability. The Seller may decline or cancel an order where goods are unavailable, a credit limit has been reached, the account is overdue or the Seller reasonably considers fulfilment inappropriate. Special-order, non-stock or bespoke items may be subject to separate cancellation or return restrictions.

7. Payment terms. For approved credit accounts, payment is due by the last day of the month following delivery or collection unless different terms are agreed in writing by the Seller. For cash accounts and all other non-credit transactions, payment is due by cash, card or bank transfer with the order or on collection, as specified by the Seller. The Buyer may not withhold or set off payment unless required by law or agreed in writing.

8. Overdue accounts and suspension. The Seller may suspend credit facilities and pending orders where the account reaches its credit limit or any amount becomes overdue. Where payment remains outstanding, the Seller may charge interest at 1.5% per month on overdue sums, to the extent permitted by law, together with reasonable recovery, legal and court costs incurred in obtaining payment.

9. Title and recovery of goods. Title to goods remains with the Seller until the Seller has received cleared payment in full for those goods and all other sums due from the Buyer. Until title passes, the Buyer must keep the goods identifiable and in good condition. Where legally permitted, the Seller may recover unpaid goods and cancel pending orders following non-payment.

10. Collection, delivery and risk. Where goods are collected from the Seller, risk passes to the Buyer on collection. Where the Seller agrees to deliver, risk passes on delivery to the agreed address. The Buyer is responsible for ensuring that an authorised person receives or collects the goods and that adequate arrangements are in place for safe handling and storage.

11. Inspection, shortages and defects. The Buyer must inspect goods without undue delay and, wherever practicable, before collection, installation, resale or use. Apparent defects, shortages or incorrect items must be reported to the Seller with full details within one day of collection or delivery. Claims may be refused where goods have already been installed, sold, used, altered or damaged after risk has passed, except where liability cannot lawfully be excluded.

12. Cancellations and returns. Cancellations and returns require the Seller's prior approval. The Seller may refuse a cancellation where goods have already been despatched, ordered specially for the Buyer or otherwise committed to fulfilment. Approved returns must be in the condition supplied and accompanied by any information reasonably requested by the Seller.

13. Installation and professional use. The Buyer is responsible for ensuring that goods are suitable for the intended vehicle and application and that fitting, calibration, handling and use are carried out by suitably competent persons in accordance with professional standards and applicable manufacturer instructions. The Seller is not responsible for loss arising from improper installation, misuse, alteration, treatment or failure to follow appropriate fitting procedures.

14. Warranty and remedies. Where a valid defect is established, the Seller's primary remedy, at its option, is replacement of the affected goods or refund of the purchase price. Unless expressly agreed in writing, the Seller is not responsible for installation, removal, refitting, labour or third-party charges associated with a claim.

15. Liability. To the fullest extent permitted by law, the Seller is not liable for indirect or consequential loss, loss of profit, loss of business, loss of opportunity, third-party losses or labour costs. The Seller's aggregate liability relating to defective goods will not exceed the purchase price of those goods. Nothing in these terms excludes or limits liability where it would be unlawful to do so, including liability for fraud or fraudulent misrepresentation or for death or personal injury caused by negligence.

16. Account information and confidentiality. Business and account information provided by the Buyer will be used for account administration, order fulfilment, credit assessment and management, fraud prevention, debt recovery and related business purposes. The Buyer confirms that the person signing the application is authorised to provide the information and to bind the Buyer to these terms.

17. General and governing law. If any provision of these terms is found invalid or unenforceable, the remaining provisions will continue in effect. No variation of these terms is binding unless agreed in writing by the Seller. These terms and any contract between the Seller and Buyer are governed by the laws of England and Wales, and the courts of England and Wales will have jurisdiction.

ACCEPTANCE

I/We certify that the information supplied is correct and agree to be bound by these Terms & Conditions of Sale.

CAPITAL CAR GLASS

Trade references

Supplement to the Trade Account Application

Each reference must be completed and signed by a representative of a different company.

Applicant company name

Trade reference 1

Referee company name

Company registration no. (if applicable)

Trading address and postcode

Business phone

Business email

Name of authorised representative

Job title

I confirm that our company has traded with the applicant named above.

Signature

Date

Trade reference 2

Referee company name

Company registration no. (if applicable)

Trading address and postcode

Business phone

Business email

Name of authorised representative

Job title

I confirm that our company has traded with the applicant named above.

Signature

Date

Return this page with the completed Trade Account Application.