

**APPLICATION  
FOR CREDIT  
FACILITIES**



Forth Ports Ltd ,J Shed,South Shore Road  
,Grangemouth FK3 8TT  
Telephone: 01324 484488 Facsimile: 01324 665588

COMPANY NAME

FULL ADDRESS  
INCLUDING  
POST CODE

TEL

FAX

If your delivery address is different to your registered company address, please include these details on a separate piece of paper and attach to this form.

ACCOUNTS  
EMAIL

A/C DEPT  
CONTACT

BUYER'S NAME

BUYERS  
EMAIL

CREDIT LIMIT  
REQUIRED

 £

If you would like to receive communications, including emails, about Meyer Timber Ltd. and our products and services please tick this box. You can withdraw consent at any time.

LTD COMPANY/PLC REGISTRATION NUMBER

VAT NUMBER - REQUIRED FOR  
APPLICATIONS FROM OUTSIDE THE UK

IF NOT A LIMITED COMPANY OR PLC IS IT A : SOLE TRADER?

PARTNERSHIP?

CHARITY?

GOVERNMENT  
ORGANISATION?

**BANK DETAILS**

NAME OF BANK  
FULL ADDRESS  
OF BRANCH  
INCLUDING  
POST CODE

HOME ADDRESS(ES) OF SOLE TRADER / ALL PARTNERS  
(ATTACH SEPARATE SHEETS IF NECESSARY)

ACCOUNT NUMBER

SORT CODE

**NAME AND ADDRESS OF TWO TRADE REFERENCES**

NAME  
ADDRESS

NAME  
ADDRESS

TELEPHONE

TELEPHONE

Information which is provided by you may be verified and held within our records. In accordance with the terms of the Data Protection Act you accept that credit checks may be carried out by one or more licensed credit agencies who may utilise the information contained within this application for their purposes and who will retain a record of the search. Such enquiries may be carried out at any time and we may instruct a credit status agency to contact you for more information.

**DECLARATION**

I/We the undersigned apply to Meyer Timber Ltd for Credit facilities and declare that the information given is correct.

This document constitutes an application for credit facilities and is to be read in conjunction with the Company's Conditions of Sale (the Conditions), a copy of which is attached. In signing this document or accepting the Goods (as defined in the Conditions) which are the subject of any order submitted by you, you acknowledge that you have read and agree to be bound by the Conditions which shall be incorporated into any contract for the sale and purchase of Goods arising between the Company and you. In the event of any ambiguity or conflict between the Conditions and this document, the Conditions will prevail.

Meyer Timber Ltd reserves the right to terminate this Agreement forthwith by notice upon breach by the customer of any Conditions and all amounts then outstanding will be due forthwith. Thereafter interest will be charged on a daily basis until the account is paid in full.

SIGNED \_\_\_\_\_ NAME \_\_\_\_\_ POSITION \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_ NAME \_\_\_\_\_ POSITION \_\_\_\_\_ DATE \_\_\_\_\_

SIGNED \_\_\_\_\_ NAME \_\_\_\_\_ POSITION \_\_\_\_\_ DATE \_\_\_\_\_

This form must be signed by the Sole Proprietor, ALL Partners or a Director of a Ltd/PLC Company. (If additional Partners, please include on a separate sheet)

PLEASE ATTACH COMPANY LETTERHEAD

Internal use only

Rep. Name	Rep. No.	Market Sector	Sales Manager Signature	Date
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Customer Number	Payment Terms	Credit Limit	Authorised by Credit	Date
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## Meyer Timber Limited - Trading Terms 1<sup>st</sup> May 2016

<b>1. Definitions</b>	7.6	Until title to the Goods passes, without prejudice to any other rights of the Company, the Company may at any time revoke the power of sale and use contained in sub-clause 7.5 above by notice to the Customer if the Customer is in default for longer than 14 days in the payment of any sum whatsoever due to the Company whether in respect of the Goods or otherwise or if the Company has bona fide doubts as to the solvency of the Customer, following which the Customer shall deliver up such Goods to the Company.
1.1 In these conditions "the Company" means Meyer Timber Limited, whose registered office is at Hadleigh Park House, Grindley Lane, Blythe Bridge, Stoke-On-Trent, Staffordshire ST11 9LW and "the Customer" means the person, firm or company to whom this document is addressed.		
1.2 Subject to sub-clause 1.3 below, "the Goods" means the goods the subject of this order.	7.7	The Company may at any time recover and re-sell Goods in which title shall not have passed to the Customer. The Company by its servants and agents shall be entitled to access to the Customer's premises or those to which the Customer has a right of access where the Goods or some of them are stored or thought to be stored for the purpose of re-possession at any time.
1.3 Where the contract is for the provision of services, the words "the Goods" shall be read, where the context permits, as meaning the services which the Company has contracted to provide.	7.8	Risk in the Goods shall revert to the Company following re-possession but not otherwise.
<b>2. Formation of the Contract</b>	7.9	If the Customer shall become bankrupt or insolvent, or have a receiving order or administration order made against him or compound with his creditors, or, being a corporation, commence to be wound up, not being a members voluntary winding up for the purpose of reconstruction or amalgamation, or carry on its business under a receiver for the benefit of its creditors or any of them, or the Company has bona fide doubts as to the solvency of the Customer, all sums payable to the Company by the Customer in respect of the Goods or otherwise shall become due and payable immediately, without requirement for any notice to be given and the Company shall be released from its obligation to deliver such of the Goods as remain undelivered, save on terms acceptable to the Company, or if the Goods or any of them shall have been delivered, the power of sale and use contained in sub-clause 7.5 above shall be deemed revoked immediately, and the Goods shall be delivered up to the Company. The Customer shall indemnify the Company against any costs, expenses or losses incurred or sustained by the Company in exercise of the Company's rights under this order.
2.1 These conditions shall form the basis of the contract between the Company and the Customer. Notwithstanding anything to the contrary in the Customer's standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by a person authorised to sign on behalf of the Company.	8.	<b>Warranty</b>
2.2 No servant or agent of the Company has power to vary these conditions orally, or to make representations or promises about the condition of the Goods, their fitness for any purpose or any other matter whatsoever.	8.1	In the event that a defect in the Goods is discovered by the Customer and reported to the Company in writing during the period of 6 months from the date of delivery of the Goods, which defect was caused by faulty design or manufacture, the Company will, at its option, either repair the Goods at its own expense, replace the Goods or refund the purchase price of the Goods, subject in all cases to the return of the Goods (or such of them as it is claimed are defective) to the Company by the Customer, at the Customer's expense, and the Customer gives the Company a reasonable opportunity to examine the defective Goods.
2.3 Unless otherwise expressly stated in writing, all quotations and estimates by the Company are invitations to treat and shall not constitute an offer. The Customer's order is an offer, which offer will be accepted by the Company delivering its acknowledgement of the order.	8.2	Save as set out in sub-clause 8.1, all warranties or other terms implied by statute or otherwise shall, to the fullest extent permitted by law, not apply to this order, including but not limited to those implied by the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994), the Supply of Goods and Services Act 1982 and the Consumer Protection Act 1987.
2.4 The Company reserves the right at all times to reject any order, in whole or in part, at its sole discretion.	8.3	The Company shall not be liable for any loss of profit, loss of goodwill, loss of business, loss of business opportunity loss of anticipated saving, loss or corruption of data or information, special, consequential or indirect loss suffered by the Customer or any third party in relation to this order and the Customer shall indemnify the Company in respect of any claim of any person in respect of such consequential or indirect loss.
2.5 The acceptance by the Customer of the quotation shall constitute acceptance by the Customer of these conditions.	8.4	The Company will not be liable for any failure of the Goods to comply with sub-clause 8.1 above:
2.6 The Company will provide the Goods at the request of any representative of the Customer, unless otherwise instructed in writing by the Customer.	8.4.1	where such failure arises by reason of fair wear and tear, wilful damage, negligence, abnormal working conditions;
2.7 The construction, validity and performance of these conditions and this order shall be governed by English Law.	8.4.2	to the extent that it is caused by the Customer's failure to comply with the Company's instructions in relation to the Goods, including any instructions on installation, operation, storage, packaging and maintenance or (if there are none) good trade practice regarding the same;
2.8 These general conditions shall be subject to such further special conditions as may be prescribed in writing by the Company.	8.4.3	to the extent that it is caused by the Company following any specification or requirement of the Customer in relation to the Goods;
2.9 In the event of any conflict, or apparent conflict, between the special conditions and these general conditions, the special conditions shall prevail.	8.4.4	where the Customer modifies any Goods without the Company's prior written agreement or, having received such agreement, not in accordance with the Company's instructions;
2.10 These conditions supersede all previous trading terms issued by the Company.	8.4.5	where the defect arises following the Customer exporting the Goods to a destination which is outside of the United Kingdom mainland, Northern Ireland and the Isle of Man, ("Excluded Destination") and the Customer has failed to notify the Company of its intention to export the Goods to an Excluded Destination at or prior to the time of placing this order, or
2.11 All notices to be served under these conditions shall be served by first class pre-paid post or facsimile message at the registered office or principal trading address of the intended recipient. Notices shall be deemed served when they would ordinarily have been received in normal business hours according to the means of transmission of such notices.	8.4.6	where the Customer uses any of the Goods after notifying the Company that the Goods do not comply with sub-clause 8.1 above; or
<b>3. Cancellation</b>	8.4.7	where the defect arises as a result of the Customer using the Goods in a manner that it is contrary to sub-clause 8.6 below.
3.1 No cancellation or variation of the whole or any part of the order by the Customer is permitted, except where expressly agreed in writing by a person authorised to sign on behalf of the Company.	8.5	Wood is a natural product and knotting and other irregularities are perfectly normal. If the Goods are allowed to get damp, or are otherwise not properly prepared, the Goods will become damaged. The Company shall not be liable for any losses so arising.
3.2 The consent of the Company to cancellation or variation of the order shall not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation on an indemnity basis.	8.6	The Goods are not suitable or designed for use in the building or manufacturing of aircraft, or any part of an aircraft, either internally or externally, and should not be used for this purpose. The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the Goods being used to build or manufacture an aircraft, or any part of an aircraft structure, either internally or externally.
3.3 Where the Goods are returned by the Customer without the Company's consent, they will not be accepted for credit.	8.7	This clause 8 constitutes the entire liability of the Company under this order which, in any event, shall not exceed 1.5 times the contract price of the Goods, other than as set out in sub-clause 8.8 below.
<b>4. Price</b>	8.8	The Company's liability for death or personal injury resulting from negligence shall be neither limited nor excluded.
4.1 Quoted prices are based on costs prevailing at the time when they are given or agreed and are exclusive of VAT. As the Company may, by giving notice to the Customer at any time before delivery, increase the price of the Goods by such amounts as may be necessary to cover:	8.9	The Customer shall indemnify the Company against any liability that the Company may incur as a result of a claim against the Company under the Consumer Protection Act 1987 in respect of an alleged defect in the Goods.
4.1.1 any direct or indirect price increase(s) sustained by the Company after the date of the quotation;	9.	<b>Specifications</b>
4.1.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or	9.1	No guarantee can be given that Goods delivered will match samples submitted in all material respects, as samples are drawn from bulk and are representative of the whole.
4.1.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.	9.2	If the Goods are manufactured to the design or specification of the Customer or the Customer's agent, the Goods carry no undertaking or warranty of any kind save that they will comply with the design or specification in all material respects.
4.2 VAT will be added to all invoices at the rate applying at the appropriate tax point.	9.3	In the event that the Company provides estimates of quantities or measurements on the basis of drawings and/or bills of Quantities and/or specifications submitted by the Customer, the Company shall exercise reasonable care in so doing, but the Company accepts no liability for inaccuracies in the estimates or calculations.
<b>5. Payment</b>	10.	<b>Force Majeure</b>
5.1 Unless the sale is for cash, or other credit terms have been expressly agreed, all accounts are due for payment 30 days following the end of the month during which the Goods are delivered.	10.1	The Company shall not be liable for any failure to deliver or delay in delivery of the Goods or to perform any other obligations to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond the Company's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
5.2 If any payment which has become due is not paid in accordance with credit terms, all sums payable to the Company by the Customer in respect of the Goods or otherwise shall become due and payable immediately, without requirement for any notice to be given.	11.	<b>Intellectual Property and Third Party Rights</b>
5.3 The Company reserves the right to charge interest at 8% per annum above the base rate from time to time in force of Barclays Bank Plc on overdue accounts, together with compensation for the costs suffered by the Company arising from late payment, in accordance with its rights under the Late Payment of Commercial Debts (Interest) Act 1998.	11.1	Copyright in all photographs, drawings, designs, specifications, catalogues and other similar works or promotional material supplied to the Customer by the Company is vested in the Company and the Customer shall not copy or reproduce or allow the copying or reproduction of any such works without the prior written consent of the Company.
5.4 The Customer shall not be entitled to withhold payment of any amount payable under this order by reason of any dispute or claim by the Customer.	11.2	The Customer shall not use the Company's name for advertising or promotional purposes in any manner or medium whatsoever without prior written consent of the Company.
5.5 The Customer shall not be entitled to set off against any amount payable under this order any amount due by the Company to the Customer under any other agreement, other than as required by law.	11.3	No person who is not a party to this order shall have the right, under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these conditions.
5.6 In the case of short delivery, partial delivery or delivery of damaged Goods, the Customer shall remain liable to pay the full invoice price of all Goods delivered or available for delivery.	11.4	The Customer shall not at any time during the period of two years commencing on the date of this order disclose to any person any information concerning this order, including but not limited to information relating to intellectual property and price information.
5.7 The Company reserves the right at any time at its discretion to demand security for payments before continuing with or delivering any of the Goods notwithstanding any subsisting agreement to provide credit to the Customer.	12.	<b>Data Protection</b>
5.8 The Customer shall reimburse to the Company the entire cost of representing any cheque or other instrument delivered to it in payment of any sum due by the Customer.	12.1	The Company, other members of the Group and the agents of such persons may use the Customer's personal information ("the Information") to:
5.9 Without prejudice to any other rights of the Company, if the Customer shall fail to make punctual payments of any sum under any contract between the parties, the Company may, at its option, either withhold delivery of the Goods until the total indebtedness of the Customer to the Company has been discharged, or cancel this order.	12.1.1	supply the Goods to the Customer;
5.10 All legal costs and expenses properly incurred by the Company in seeking to collect overdue invoices from the Customer or otherwise to enforce its rights under this contract will be recoverable from the Customer on an indemnity basis.	12.1.2	if the Customer has agreed to this during the order process, to inform the Customer about products and services which may be of interest to it.
<b>6. Delivery</b>	12.2	If the Company transfers the information to any member of the Group or any agent located outside of the European Economic Area for the purpose of facilitating business, the Company will use its reasonable endeavours to ensure that the information is kept confidential.
6.1 Delivery will be deemed to have been effected when the Goods leave the premises of the Company, or, as the case may be, the premises of the suppliers to the Company in circumstances where the Goods are delivered direct from such suppliers or, where the Goods are not delivered by the Company, but by an independent carrier, delivery of the Goods by the Company to the carrier shall be delivery to the Customer.	12.3	Where the Company extends credit to the Customer for the Goods, the Company may pass the Customer's personal information to credit reference agencies who may keep a record of any search that they do.
6.2 Delivery dates are given in good faith but are not guaranteed and no liability will be accepted for any loss whatsoever suffered or caused through late delivery or non delivery and time of delivery shall not be of the essence.	12.4	The Company will only give the Customer's personal information to other third parties where it is permitted or allowed by law.
6.3 The Company reserves the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.	13.	<b>Assignment and other dealings</b>
6.4 Unless specified to the contrary on the acknowledgement of order form, the order price includes the cost of delivery by the Company to the Customer's premises as specified on the acknowledgement of order form in one delivery, on week days and Saturday mornings during normal working hours. Any deliveries made at the Customer's request outside normal working hours, in instalments, on Saturday afternoons, Sundays and/or Bank Holidays, will be subject to additional charges.	13.1	The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these conditions or the order.
6.5 In the event that the Customer requests that any Goods be deposited other than on private premises owned by the Customer, the Customer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify the Company in respect of all costs claims losses or expenses which the Company may incur as a result of such delivery whether on the public highway or elsewhere.	13.2	The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these conditions or the order without the prior written consent of the Company.
6.6 The Customer shall provide, at its own expense, the labour necessary for unloading the Goods, such labour to be available during normal working hours on the day notified by the Company for delivery. The Customer shall unload the Goods with reasonable speed. If the Company's delivery vehicle is kept waiting for an unreasonable time or is obliged to return to the Company without completing delivery through lack of assistance or if additional staff have to accompany the Company's driver to unload the Goods, an appropriate additional charge will be made.	13.3	<b>Severance</b>
6.7 If the Customer fails to take delivery of the Goods within two weeks of the day on which the Company notified the Customer that the Goods were ready for delivery, the Company may resell or otherwise dispose of all or part of the Goods and charge the Customer the gross profit that the Company would have made had the Customer taken delivery of and paid for the Goods.	14.	If any provision or part-provision of these conditions becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these conditions.
6.8 If the Customer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, within three days of the Company notifying the Customer that the Goods are ready for dispatch, the Company shall be entitled to store and insure the Goods and to charge the Customer the reasonable costs of so doing. The date upon which the Goods are made available for delivery shall be deemed to be the delivery date for the purposes of sub-clause 6.1 above.	14.1	If any provision or part-provision of these conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
6.9 The Customer shall ensure the signature of the Company's delivery note as acknowledgement of delivery of the Goods specified on the delivery note.	14.2	<b>Waiver</b>
6.10 The Company will deliver the Goods as near as possible to the delivery address as a safe hard road permits. The Company reserves the right to refuse to deliver Goods to premises considered at the discretion of the Company to be unsuitable.	15.	A waiver of any right or remedy under these conditions or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
6.11 If the Customer wishes to claim that there is any shortage on the delivery of any Goods or that any of the Goods are delivered damaged, the Customer shall give notice in writing to the Company within 7 days after the date of delivery, or within 7 days of non-delivery if the Goods are not delivered on the anticipated delivery date, failing which the Goods shall be deemed to have been delivered undamaged and in accordance with the delivery documents.	16.	<b>Variation</b>
6.11.1 If short delivery does take place, the Customer shall not reject the Goods but shall accept the Goods delivered as a part performance of the order;	17.	Except as set out in these conditions, no variation, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company.
6.11.2 If short delivery or damaged Goods are complained of, the Company shall be under no liability in respect of the claim unless a reasonable opportunity to inspect the Goods is provided to the Company before any use is made of the Goods by the Customer.		<b>Jurisdiction</b>
The liability of the Company for short delivery or damaged Goods shall be strictly limited to the provision of any Goods not delivered or the replacement or, at the Company's option, repair, of any damaged Goods.		Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms of this order.
6.12 For ecological reasons, the Company will only package the Goods to the extent required to protect the Goods against normal and reasonably foreseeable risks associated with delivering the Goods to the Customer. The packaging materials provided with the Goods should not be used by the Customer to deliver the Goods to another location. The Customer shall have no claim against the Company in respect of any costs, damages or liabilities arising out of or in connection with the Customer using the packaging materials in contravention of this sub-clause 6.12.		
<b>7. Title and Risk</b>		
7.1 Risk in the Goods shall pass to the Customer when the Goods are delivered to the Customer.		
7.2 The ownership of the Goods shall remain with the Company until the Customer has paid all liquidated sums owed by the Customer to the Company, in respect of this order.		
7.3 The ownership of the Goods shall remain with the Company until the Customer has paid all liquidated sums owed by the Customer to the Company, whether in respect of this order or otherwise.		
7.4 Until title to the Goods has passed to the Customer, the Customer shall:		
7.4.1 store the Goods on the Customer's premises separately from any other goods so that they remain readily identifiable;		
7.4.2 not interfere with any identification marks, serial numbers or packaging on the Goods;		
7.4.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;		
7.4.4 notify the Company immediately if it becomes subject to any of the events referred to in sub-clause 7.9 below; and		
7.4.5 give the Company such information relating to the Goods as the Company may require from time to time.		
7.5 The Customer is licensed by the Company to use or agree to sell the Goods delivered to the Customer, subject to the revocation of such authority in accordance with sub-clause 7.6 below.		