

International Doors and Windows Limited
 9 Kirkhill Place
 Kirkhill Industrial Estate, Dyce
 Aberdeen
 AB21 0GU
 Tel 01224 682229

International Doors and Windows Limited
 9 Tollpark Road
 Wardpark East Ind Estate
 Cumbernauld
 G68 OLW
 Tel 01236 451284



CREDIT APPLICATION FORM

Full Name of company		
Company Registration No	Date Established	VAT Registration No.
Registered office Address Tel: Fax:	Invoice Address Tel: Fax:	Bank Details A/C No Fax:
Contact Name in Accounts	Tel: Email:	Fax:
Name and Address of directors		
Name Position Address Tel: Fax:	Name Position Address Tel: Fax:	Name Position Address Tel: Fax:
Type of Business	SIC if Known	Credit level required £
References – Two trade, One Bankers		
Name Position Address Tel: Fax:	Name Position Address Tel: Fax:	Name Position Address Tel: Fax:

Declaration

Each Signatory, as authorized, representative(s) of the applicant customer, hereby applies for a trade credit account and agrees to pay the account by the last working day of each month following the month of delivery in accordance with the International Doors and Windows Limited (IDAW) terms and conditions of sale overleaf. Each signatory agrees that these terms and conditions, as amended, modified or updated from time to time, shall apply to all goods and services purchased from IDAW. Each signatory agrees, jointly and severally, to personally guarantee the performance of the contract by the organization, on whose behalf the signature is given, including any financial obligations arising from any changes in the credit limit of the account made by IDAW. In the event of failure or default or non-compliance with the terms and conditions of sale, IDAW reserves the right to proceed against the signatory personally. Each signatory declares that they have been provided with and have read the full terms and conditions.

Should be signed by a director(s), Partner(s), company secretary or proprietor of the business.

Signed:	Print Name:
Position in Company:	Home Address:
Date:	
Signed:	Print Name:
Position in Company:	Home Address:
Date:	
Signed:	Print Name:
Position in Company:	Home Address:
Date:	

International Doors and Windows: Terms and Conditions of Sale

In these conditions the terms the "Company", "IDAW", "we", "us" or any other similar terms refers to International Doors and Windows Limited (No 304831)

ORDERS

All quotations given and all orders accepted by us are subject to the following Terms and Conditions. Any Terms and Conditions contained in the buyer's order or subsequent correspondences which are inconsistent herewith shall not apply unless they have been specifically accepted by us in writing.

PRICES

All goods are exposed for sale subject to their being unsold at the date when the buyer's order is received. All prices quoted by us are exclusive of delivery charges unless we have specified in writing to the contrary.

Any price lists comprised in or issued with any catalogues supplied by us and all individual rates contained therein are subject to withdrawal without notice.

The Company may by giving notice to the buyer before delivery increase the price of the goods to reflect any increase in the cost of the goods that is due to:

- any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- any request by the buyer to change the delivery date(s), quantities or types of goods ordered, or their specification(s); or
- any delay caused by any instructions of the buyer or failure of the buyer to give the Company adequate or accurate information or instructions.

All prices quoted by us are exclusive of value added tax.

PAYMENT OF THE PRICE

The price of the goods shall be payable at the time or times agreed by parties. Failing such agreement the price shall be payable not later than the end of the month following that during which goods are delivered or we notify the buyer that goods are available for collection. Where the price is payable and the goods are deliverable or collectable in instalments, the price of each instalment of the goods shall be payable when each instalment of goods has been delivered or we notified the buyer that the instalment was available for collection.

In the event of the price or any instalment thereof not being paid when it falls due the following conditions shall apply.

- interest thereon will run from the due date until payment at the rate of statutory interest as defined in Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 and any subordinate legislation made thereunder from time to time;
- we shall be entitled to suspend delivery of any further instalments of goods until all outstanding instalments of the price have been paid; and
- we shall be entitled to terminate the contract, under reservation of our right to claim damages for breach of contract and payment of the price of goods already delivered but not recovered by us and any interest thereon.

In the event of termination of the contract howsoever caused we shall have the right to enter upon the buyer's premises and remove therefrom any goods or property in which title has not yet passed to the buyer.

Without limiting its other rights or remedies, the Company may terminate the contract with immediate effect by giving notice to the buyer if:

- the buyer commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 7 days of the buyer being notified in writing to do so;
- the buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- the buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- the buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the contract is in jeopardy.

On termination of the contract, howsoever caused, the buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the buyer immediately on receipt.

The Company reserves the right to make part deliveries of goods ordered. Where any such part delivery is made the goods comprised within each delivery shall be deemed to have been sold and delivered under a separate contract for the sale of the goods the subject of such delivery and will be invoiced separately. The Company reserves the right to pass details of any unpaid account to a third party to pursue the collection of any outstanding balance of the price.

TIME

Time of delivery of goods shall not be of the essence of the contract. Delivery or collection date or dates given to the buyer are approximate only and shall not have contractual effect.

PASSING OF TITLE AND RISK

Title in the goods shall not pass to the buyer until the buyer has paid the whole price thereof, including every instalment if the price is payable by instalments and any interest payable thereon. In the event that title to the goods passes to a third party in circumstances where the price of an instalment of the price has been paid, then the buyer shall hold in trust for us absolutely the proceeds of sale received from the third party to the extent only of all sums due to us under the contract and will be bound to account to us therefore.

Until such time as title in the goods passes to the buyer, the buyer shall:

- store the goods separately from all other goods held by the buyer so that they remain readily identifiable as the Company's property;
- not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
- maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- give the Company such information as it may reasonably require from time to time relating to:

- the goods; and
- the ongoing financial position of the buyer.

Risk in the goods shall pass to the buyer on delivery.

DELIVERY ARRANGEMENTS

When goods are to be delivered to the buyer, the buyer shall ensure adequate vehicle access to the delivery point and shall provide all necessary personnel for the purposes of accepting delivery of the goods.

NOTIFICATION OF DEFECTS

The buyer shall inspect the goods on delivery or collection and shall inform us as soon as reasonably practicable thereafter and, in any event, within three working days of delivery or collection of any damage, shortage or other defects in the goods or if the goods are not as ordered. Where a carrier has been employed by us to effect delivery any claim for shortage or damage must be intimated both to us and to the carrier as soon as reasonably practicable thereafter and in any event within three working days of the date of delivery. We shall not be liable for any loss or damage which the buyer may sustain due to damage, shortage or other defects in the goods or if the goods are not as ordered where the buyer does not notify us within the timescales set out in this clause 0.

STORAGE AND HANDLING

It shall be the responsibility of the buyer to protect the goods from exposure to the weather and to maintain them in conditions such that decay, insect attack and increase in moisture content are prevented. We shall accept no liability for loss of damage caused by improper storage or handling by the buyer.

DRAWINGS, INSTRUCTIONS AND TECHNICAL INFORMATION

When drawings, instructions or technical information relating to the goods are provided or available, it shall be the responsibility of the buyer to make himself fully conversant with such drawings or information when making use of the goods or adapting the goods for his own purposes. We shall accept no liability for loss of damage caused by improper use of adaptation of the goods by the buyer.

SAMPLES AND BATCHES OF GOODS

Goods are offered for sale on the understanding that they may differ from any samples previously used for selection and the buyer acknowledges that goods may differ from batch to batch.

GUARANTEE OF SUMS DUE

Where any person ("the Guarantor") agrees to guarantee the performance of the buyer's obligations under the contract, that guarantee ("the Guarantee") shall be an unconditional and irrevocable guarantee, is a continuing security and shall not be discharged by any intermediate settlement of the buyer's credit account nor shall it be affected by any change in the buyer's credit limit.

The Guarantee shall enure for the benefit of the Company, its successors and assigns and can be assigned in whole or in part by the Company without notice to the Guarantor, its parent company or any subsidiary of the ultimate parent company.

Where there are two or more Guarantors, their respective obligations shall take effect as joint and several obligations and the Guarantee shall not be affected as to a Guarantor by the death, incapacity or insolvency of any other Guarantor.

Regardless of whether a Guarantor ceases to be a director, employee, agent or otherwise leaves the service of the buyer (notice of which the buyer will immediately give to the Company), no Guarantor shall be discharged or released from his obligations pursuant to the Guarantee unless and until the Company expressly confirms in writing that he is so discharged or released.

The Company may, at its sole discretion, release or discharge any Guarantor from his obligations under the Guarantee (on such conditions as the Company may decide) or accept any composition from or make any other arrangements with any Guarantor without prejudice to the Company's rights and remedies against any other Guarantor.

LIMITATION OF LIABILITY

Without prejudice to the foregoing Conditions, our liability for any loss or damage which the buyer may sustain in consequence of any damage, shortage or other defect in the goods or for any other breach of duty on our part arising out of or in connection with this contract shall be limited to £1,000. We shall be under no liability for any loss, damage or delay howsoever arising caused by circumstances out with our control.

RETURN OF MATERIALS

The Company shall be under no obligation to accept returns of any goods ordered by the buyer which the Company specifically purchases or manufactures for the buyer and which are correctly supplied to the buyer's instructions or otherwise which are not in re-saleable condition.

Any returns of goods supplied by the Company to the buyer may be accepted at the sole discretion of the Company on such conditions as it may decide, including any restocking charge imposed by the Company.

ADMINISTRATION CHARGE

In the event of any breach of these terms and conditions by the buyer, we reserve the right to charge, in addition to any costs incurred by us in relation to such breach, an administration charge of £50 per breach to the buyer's account.

SET OFF

All amounts due under the contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

FORCE MAJEURE

The Company shall not be in breach of the contract nor liable for delay in performing, or failure to perform, any of its obligations under the contract if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, the Company may terminate the contract by giving 7 days' written notice to the buyer. For the purposes of this clause **Error! Reference source not found.**, a "Force Majeure Event" means an event, circumstance or cause beyond a party's reasonable control.

INTERPRETATION AND CHOICE OF LAW AND JURISDICTION

These Terms and Conditions and any contract to which they apply (including non-contractual disputes or claims) shall be governed by and interpreted according to the law of Scotland.

Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims (arising out of or in connection with these Terms and Conditions and any contract to which they apply).

