



Application for Credit Facilities

Company Type: PLC / Limited / Partnership / Sole Trader / Charity / Other _____

Company Name: _____

A/C Address: _____

Post Code _____

Telephone No: _____ Fax: _____

Registration No: _____ VAT No: _____

Number yrs trading: _____ Credit Req: _____

Directors Names: _____

Account Contact: _____

Account Telephone: _____ Email: _____

Purchasing Contact: _____

Purchasing Tel: _____ Email: _____

Engineering Contact: _____

Engr Tel: _____ Email: _____

Non-Limited Companies

Please state name, address and telephone number of Proprietor and all Partners:

Declaration

I/We certify that we agree to accept the Terms of Trading as set by Lamonde Automation Limited and confirm that payment of all invoices will be made in accordance with section 3 of the condition of sale.

Signed

Date

Name in Capitals

Position

Conditions of Sale

1. INTERPRETATION

- (a) In these conditions "the company" means Lamonde Automation Limited or agent authorised by them and "the purchaser" means the person, firm or company purchasing from or doing business with the Company.
- (b) "The Goods" means all products supplied by the Company to the Purchaser whether by means of sale, hire, rental, or otherwise and whether the property of the Company or distributed by the Company as agents for another.

2. GENERAL

- (a) The conditions of sale should be read in conjunction with any Special Conditions included in the Company's quotations
- (b) The Company reserves the right to accept or refuse any order on the basis of its quotation and in the event of the refusal of any order no damages or expenses of any kind shall be payable by the Company.
- (c) The Company shall in no event be liable for any inaccuracy or misdescription of the Goods or for loss or damage either direct or consequential flowing therefrom or from any other cause whatever including any defect whatsoever in the Goods not withstanding any written or oral representations warranty or conditions which the Company or their representative or agent may have made or given prior agreement for sale from which are also excluded all implied warranties and conditions. The Company shall in no event be liable for fundamental breach of agreement of sale.
- (d) In purchasing Goods from the Company on these terms and conditions, the Purchaser is deemed to acknowledge that they do not rely upon the skill or judgement of the Company or of its employees or agents as to matters connected with the Goods.
- (e) The Purchaser shall be responsible for any guard or protection necessary to comply with statutory requirements in connection with the operation of the machinery.
- (f) Any complaints about the goods supplied will be entertained by the Company if made within three days of delivery.
- (g) Credit will be given for the goods if the Company has issued a Return Material Authorisation (RMA) Note for the Goods and an invoice number is quoted.

3. PAYMENT

- (a) The Goods shall remain the property of the Company until paid for in full and any cheques are cleared, but shall be at risk of the Purchaser as from the date of delivery.
- (b) Terms are nett monthly unless otherwise agreed in writing.
- (c) The Company expressly reserves ownership and title to the Goods supplied until actual payment to the Company of the purchase price in full. Actual payment is defined as the date of clearance through the Company's Bankers of a remittance or remittances in payment of the price. Until final payment has been made in full as defined in this sub-clause, the Purchaser, any Sub-purchaser and any third party claiming in succession to the Purchaser shall hold the Goods in trust for the Company. The Purchaser agrees and declares that it shall give notice of such trust to any sub-Purchaser and third party claiming in succession to the Purchaser. In the event of the goods being or becoming incorporated with other Goods not in ownership of the Company, the Purchaser agrees and declares that the finished product or products in such cases shall also remain in the Ownership of the Company and be affected by the like trust.
- (d) In the event of non-payment for the Goods the Company reserves the right to enter any premises and retrieve the Goods whether they be with the purchaser or sold on to another company in any form.

4. DELIVERY

The Company shall not be responsible for the delay in delivery owing to matters outside the Company's control

5. INDEMNITY

The Company shall not be responsible for any consequential loss of the description incurred by the Purchaser as a result of any failure in the Goods or for any damages or personal injuries or other losses, however caused directly or indirectly by the Goods.

6. **PRICES** The Goods will be invoiced at prices ruling at date of despatch unless agreed by special quotation to the contrary by the Company.

DATA PROTECTION ACT 1998 if you are an unincorporated sole trader or partnership

Lamonde Automation factor all sales invoices through Barclays Bank Plc.

Using information about you:

1. Barclays Bank Plc (Barclays) will store and process information obtained by us or them or which is given by you in your dealings with us or them on the Barclays Group computers and in any other way. This will be used by them for training purposes, credit or financial assessments and analysis (including credit scoring, market and product analysis), recovering monies and preparing statistics. They may also use such information to prevent fraud, bad debts and money laundering.
2. Telephone calls may be monitored and/ or recorded for training and security purposes.
3. Barclays may give information about you and how you manage your account to the following:-
 - (a) credit reference agencies who may use and give out information for credit assessments and to prevent fraud;
 - (b) people who provide a service to them (including insurers) or are acting as Barclays' agents on the understanding that they will keep the information confidential;
 - (c) anyone to whom they transfer or may transfer their right and duties under their agreement with us;

They may also give out information about you if they have a duty to do so or if the law allows them to do so.

4. They may make searches about you at their credit reference agencies who keep a record which may be seen by other parties to make credit decisions.

If you want details of the credit reference and other agencies referred to above please contact the Customer First Unit at Barclays Sales Financing, Aquila House, Breeds Place, Hastings TN34 3DG on 0800 389 2310