

Paintwell Group Trade Credit Application Form



Before Posting...

- Are you in the trade? Can you provide evidence of this in the form of a:
 - Company letterhead, competitor invoices etc
- Have you enclosed one form of identification?
 - For Limited Companies: Company letterhead and proof of signature.
 - For Sole Traders/Partnerships/Guarantors: Proof of your home address, ideally a copy of your photographic drivers licence, bank statement, credit card statement or recent utility bill.
- Have you filled in your requested credit limit?
- Have you provided your trade references?
- Have you signed the application form?

**Post your completed form to
Credit Control**



**129-139 Layer Road,
Colchester, CO2 9JY**

**Electronic copies:
newaccounts@paintwell.co.uk**

Your application will normally take five working days to process. We will write to you when your account is open advising you of your account number.

Please tick one of the below to indicate your business category:

- | | |
|--|--|
| Architects..... <input type="checkbox"/> | Maintenance Contractor..... <input type="checkbox"/> |
| Boat Builder/Marina..... <input type="checkbox"/> | Factory/Garage..... <input type="checkbox"/> |
| Builder 5 employees +..... <input type="checkbox"/> | Own Maintenance..... <input type="checkbox"/> |
| Holiday Park/Park Homes..... <input type="checkbox"/> | Property Developer..... <input type="checkbox"/> |
| Carpenter/Joiner..... <input type="checkbox"/> | Council/Housing Associations..... <input type="checkbox"/> |
| Decorator up to 5 painters... <input type="checkbox"/> | Education..... <input type="checkbox"/> |
| Decorator 5 painters +..... <input type="checkbox"/> | Health/Utilities..... <input type="checkbox"/> |
| Commercial Decorator..... <input type="checkbox"/> | Self Build..... <input type="checkbox"/> |
| Interior Designer..... <input type="checkbox"/> | Shop..... <input type="checkbox"/> |
| Farmers..... <input type="checkbox"/> | Shop Fitter..... <input type="checkbox"/> |
| Glass/Glazing..... <input type="checkbox"/> | Hotel..... <input type="checkbox"/> |
| Landlord/Estate Agent..... <input type="checkbox"/> | Handyperson..... <input type="checkbox"/> |
| Landscaper/Gardener..... <input type="checkbox"/> | Industrial Coatings..... <input type="checkbox"/> |

We look forward to seeing you in-store.

TRADE CREDIT ACCOUNT APPLICATION FORM

CREDIT AGREEMENT WITH: PAINTWELL KENT BLAXILL PROMAIN

MAIN BRANCH YOU INTEND TO TRADE WITH: CREDIT LIMIT REQUESTED

TOWN/CITY: £

YOUR BUSINESS DETAILS

COMPANY/TRADING NAME

LIMITED COMPANY NAME (if different)

COMPANY ADDRESS:

POSTCODE LENGTH OF TIME AT THIS ADDRESS: YEARS: MONTHS:

TEL. NO. MOBILE NO.

TYPE OF COMPANY SOLE PROPRIETOR PARTNERSHIP LIMITED COMPANY

LLP PLC TRUSTS CHARITY OTHER (Please specify)

TYPE OF BUSINESS ANNUAL TURNOVER £

NUMBER OF EMPLOYEES 1 2-5 6-10 11-19 20-49 50-99

COMPANY REGISTRATION NUMBER DATE ESTABLISHED

PARENT COMPANY (if applicable)

CREDIT GUARANTEE

I/We hereby undertake to personally and jointly guarantee all sums due to The Company including financial obligations from any subsequent increase in credit limit. I/We shall be liable as principle debtor regardless of any formal demand for payment or proceedings issued against the company. By signing below you agree to be bound by this agreement.

SOLE PROPRIETOR'S /PARTNER'S/DIRECTOR'S DETAILS

NAME 1 DATE OF BIRTH

HOME ADDRESS

PROPERTY OWNER YES/NO?

POSITION

SIGNATURE

PREVIOUS ADDRESS IF LIVED AT CURRENT PROPERTY FOR LESS THAN 3 YEARS

NAME 2 DATE OF BIRTH

HOME ADDRESS

PROPERTY OWNER YES/NO?

POSITION

SIGNATURE

PREVIOUS ADDRESS IF LIVED AT CURRENT PROPERTY FOR LESS THAN 3 YEARS

NAME 3 DATE OF BIRTH

HOME ADDRESS

PROPERTY OWNER YES/NO?

POSITION

SIGNATURE

PREVIOUS ADDRESS IF LIVED AT CURRENT PROPERTY FOR LESS THAN 3 YEARS

TRADE REFERENCES (If you can, please provide references from companies other than Ridgeons, Travis Perkins, Crown or Akzo Nobel. If you can't provide alternative referees, please leave this section blank and submit your application as is)

COMPANY NAME _____

COMPANY NAME _____

COMPANY ADDRESS _____

COMPANY ADDRESS _____

TEL NO. _____

TEL NO. _____

CREDIT LIMIT £ _____

CREDIT LIMIT £ _____

INVOICING

MAIN CONTACT FOR INVOICE ENQUIRIES _____

NAME _____

TEL NO. _____

EMAIL _____

(these contact details will only be used for invoicing purposes)

EMAIL ADDRESS FOR STATEMENTS AND INVOICES: _____

KEEPING IN TOUCH Let us keep you informed with special offers and deals.

MAIN CONTACT _____

EMAIL _____

INVOICE CONTACT _____

EMAIL _____

BUYERS NAME _____

EMAIL _____

General Data Protection Regulation (GDPR)

The company will only record your personal information where we consider that it is in both our and your legitimate interest. Your business success is our business success.

Application for credit

In opening this account you are applying for credit and in doing so agree to the Company performing a credit reference search in respect of the customer and/or guarantor. The Company reserves the right to share information on the way in which you conduct your account with other creditors and credit agencies. In completing this form you are consenting to the above, if you do not consent please do not complete this application.

Marketing and contact

To help us provide the best possible service the company will monitor your purchasing preferences and from time to time contact you to make you aware of special offers and promotions that may be of interest to you. If you do not wish to be contacted in this way please tick below:

TICK BOX (more than one can be ticked) Post Phone Email

The company may from time to time monitor telephone calls for training purposes to ensure that we continue to offer the best service.

Sharing of your data

You can be assured that, with the exception of credit information the company will not share any of your personal information with anyone else.

**Please complete all sections and return to: Credit Control
129-139 Layer Road, Colchester, CO2 9JY**

Please supply one of the following as proof of identification:

For Limited Company: Company letterhead, and a copy of your photographic drivers licence/passport to confirm your signature.

For Sole Traders/Partnerships: Proof of your home address, ideally a copy of your photographic drivers licence, bank statement, credit card statement or recent utility bill.

CUSTOMER DECLARATION

I/We the undersigned apply to the Company for credit facilities and declare that the information given above is accurate. I/We agree to trade accordingly on the Companies prevailing Terms and Conditions and confirm that I/We have read the Terms and Conditions contained in this form. The Company reserves the right to terminate this Agreement for credit without notice should the customer breach the Terms and Conditions.

SIGNATURE: _____

SIGNATURE: _____

NAME (Please print): _____

NAME (Please print): _____

POSITION: _____

POSITION: _____

DATE: _____

DATE: _____

CUSTOMER ASSIGNED TO (internal use only): BDM (.....) | ASOM (.....) | BRANCH (.....) | OTHER LEDGER (.....)

I. GENERAL

- 1.1 These conditions constitute the only conditions on which Paintwell Limited, Kent Blaxill & Co Limited, Promain (UK) Limited or any other subsidiary of Paintwell Topco Limited. (the Company) is willing to supply goods ("the goods") to any person to whom a quotation acceptance of or contract is addressed ("the customer"). These terms and conditions shall prevail over any terms and conditions in the customers order or other document issued by the customer except where specifically agreed to by the Company in writing. No employee or servant of the Company has any authority whatsoever to alter, vary or waive these conditions in any way unless expressly authorised in writing by a Director or the Secretary of the Company.
- 1.2 No employee or agent of the Company has any authority to make or give any representation or warranty whatsoever in relation to either the goods or the services.
- 1.3 Where any legislation is compulsorily applicable to any business undertaken by this Contract, these conditions shall be read as subject to such legislation and if any part of these conditions is inconsistent with any obligatory statutory provision then these conditions shall be overridden to that extent but no further.
- 1.4 Orders given by the customer in respect of quotations are not binding on the Company until they have been accepted in writing by the Company.
- 1.5 The company reserves the right to enter into any Contract subject to the receipt of satisfactory references for the customer.
- 1.6 No work can be carried out for the supply of services until the customer has delivered to the Company signed specifications and manufacturing details.
- 1.7 This Contract is governed by English Law. Any dispute arising out of or in connection with this Contract shall be determined by the English Courts.

2. PRICES

- 2.1 Prices, quotations, estimates or tenders are those current at the date when given, but the Company shall have the right to vary them by notice to allow for:
- (a) Any increases in suppliers' prices;
 - (b) Any increase in sub-contractors' charges;
 - (c) Any increase in the cost of labour, and/or materials for manufacture;
 - (d) Any additional costs caused by the customer including but not limited to, late instructions, changed instructions, changed delivery schedules or failure to supply requested information, between the date the prices, quotations, estimates or tenders were given and the date of delivery or completion of the services.
- 2.2 All prices, quotations, estimates and tenders are subject to the addition of V.A.T. where applicable.
- 2.3 Orders from customers quoting or based on stated prices are only completed on the basis of the price prevailing at the time of delivery or completion.
- 2.4 If the customer requests any variation of work during the course of the Contract adjustments to the Contract price shall be charged on a day work basis or a unit rate, whichever is appropriate! The signature of the customer or his authorised employee on site on the time sheet or otherwise shall constitute a valid order for additions, variations, or exceptional work at day work rates or unit rates as appropriate. The Company have the right to refuse to accept variations to the Contract.
- 2.5 The Company are under no obligation to accept cancellations or returns except when goods are deemed to be faulty. If the Company do accept a cancellation or return a cancellation charge or a handling charge of up to 25% of the price may be made.

3. PAYMENT

- 3.1 Payment is due at the end of the following month from the date of invoice, without any deduction or delay in respect of any set off, counter claim or dispute.
- 3.2 In addition to any other remedies available to the Company, if the customer fails to make payment in accordance with Clause 3.2, the company can withhold deliveries, supplies or services and reserves the right to charge statutory interest and compensation in line with late payment legislation.
- 3.3 The customer may make account payments by debit card, credit card or bank transfer subject to Money Laundering Regulations.

4. TIME FOR DELIVERY AND COMPLETION

- 4.1 The Company agrees to use all reasonable endeavours to deliver goods or complete the services on the date agreed or if no date is agreed within a reasonable time for the date of the Contract. Time shall not be of the essence of this Contract either in relation to the delivery of the goods or the completion of the services, and the Company shall not be liable for any loss or damage howsoever arising directly or indirectly from the failure to deliver the goods or complete the services by any date specified in this Contract.
- 4.2 The customer will not be entitled to rescind this Contract:
- (a) In respect of any goods or supplies which are specially ordered, manufactured (including mixed paint) or fabricated for the customer;
 - (b) In any other case on account of any delayed delivery or failure to complete unless on or after the expiry of a reasonable time the customer gives notice to the Company of a reasonable period within which they require the goods to be delivered or the services completed as the case may be.
- 4.3 The customer may collect goods from the Company during our trading hours. If the goods are not collected within 14 days from

when we notify you that they are available, a storage charge will be payable before goods are released.

- 4.4 If the customer fails to take delivery, accept or collect the goods within the agreed time, we may at our discretion make an additional charge, invoice you for the goods, or treat the contract as repudiated and, in any case, recover our losses from the customer.

5. PASSING OF RISK AND PROPERTY

- 5.1 The customer will bear the risk of loss of or damage to the goods from the time the goods are collected by the customer or agent or are delivered by us or our agents, whichever shall be applicable.
- 5.2 When the goods are delivered to site or the Company is supplying services to the customer's site then the customer must provide:
- (a) Suitable access to the site and on the site to the point of unloading;
 - (b) All necessary labour, loading and lifting and other devices suitable to unload, lift and handle the goods, such devices to comply with all relevant statutory provisions and the supplier's instructions;
 - (c) Reasonably level, clear ground and normal working conditions.
- 5.3 The customer shall be responsible for:
- (a) The unloading, handling and stacking of the goods from the time they arrive at the site.
 - (b) Any costs or expenses incurred as the result of delay in promptly unloading the goods;
 - (c) Any loss or damage to the goods or other property arising out of the unloading, stacking or handling of the goods.
- 5.4 The customer will indemnify the Company, their agents and employees in respect of any actions, costs or claims howsoever arising directly or indirectly in respect of the unloading, stacking or handling of the goods.
- 5.5 The goods shall remain the property of the Company until paid for in full.
- 5.6 In the event that the price for the goods is not paid by the customer by the due date the Company shall at their discretion be at liberty either to recover the goods or maintain an action for the price of the goods.
- 5.7 For all purposes the customer grants to the Company an irrevocable lien on the goods until the price is paid and permits the Company access to recover the goods where so ever they are.
- 5.8 In the event of the goods being sold by the customer in any such manner as to pass to a third party a valid title to the goods whilst any part of the price remains unpaid, the Company's right under these conditions shall attach to the proceeds of such sale and the customer shall place such proceeds in a separate account. Nothing herein shall constitute the customer, the agent of the Company for the purposes of any such sale.
- 5.9 In the event of the goods becoming constituents of or being converted into other products or works whilst such sums are due as provided in 5.6 above, the Company shall have the ownership of and title to such other products or works as if they were the goods and so that Clauses 5.6 - 5.9 shall so far as appropriate apply to such other products or works.

6. SAMPLES AND VARIATIONS

- 6.1 Where samples have been submitted there is no condition or warranty as to colour matching, exact dimensions or quality and samples of such goods are only submitted as an indication of class of goods represented, and without prejudice the generality of the foregoing those terms which would otherwise be implied by virtue of the Sales of Goods Act 1979 Section 13 and 15 are hereby excluded.

7. INSPECTION

- 7.1 The customer shall carefully examine the goods immediately upon receipt of the same and shall within three days (excluding Saturdays, Sundays and all statutory Public Holidays) of receipt of the goods give notice to the Company of any short delivery or any defect reasonably discoverable on careful examination. In the absence of receipt of such notice the Company shall be discharged from all liability in respect of such defects or short or over delivery. In the event that the customer establishes to the Company's reasonable satisfaction that the goods are not in accordance with the Contract or are so defective the customer's sole remedy in respect of such non-accordance or defect shall be limited as the Company may elect either to the replacement of the faulty goods or refund of the price against the return of the goods.
- 7.2 The customer will afford the Company a reasonable opportunity to inspect and test the goods before using the same, where notice of a defect has been given.
- 7.3 If the goods have been delivered by a carrier, proper notice of damage or shortage as required by the carrier must be given both to the carrier as well as to the Company.

8. WARRANTY

- 8.1 Where the customer within the warranty period specified by the Company (or where no such period is specified within the period of three months from the date of delivery) proves to the reasonable satisfaction of the Company that the goods supplied or the services performed are defective due to faulty workmanship or design by the Company, the Company shall at its option either credit the customer with the price paid by the customer in respect of the defective goods or services or remedy the defect at its own cost provided that:
- (i) The goods shall have been installed, used or incorporated in any building in accordance with good building practice and where appropriate the recommendations of the manufacturer;
 - (ii) Notice of any defect shall have been given to the Company promptly and within the warranty period and where possible or appropriate

the defective goods shall have been returned to the Company at the Company's expense.

- 8.2 The Company's obligations under this clause shall not extend to any goods manufactured by third parties. In the case of such goods the Company shall if required to do so by the customer in writing use all reasonable endeavours to procure for the customer the benefit of any warranty or guarantee provided to the Company by any such third party apart from which the Company shall be under no liability whatsoever in respect of any defect in such goods.
- 8.3 The foregoing provisions of this clause shall represent the entire liability of the Company, its employees, servants and agents in respect of defective goods and services and all other warranties, conditions and liabilities as to quality, fitness or description or otherwise.
- 8.4 Should the customer specify any particular make or design of the goods, the Company shall have no liability for any failure of design or quality of the goods.

9. LIMITATION OF LIABILITY

- 9.1 Except as may otherwise be provided by this agreement the Company shall not be liable for any loss sustained by any person or for damage to any property whatsoever or howsoever whether caused by breach of contract, statutory duty or on tort (including negligence) or otherwise arising directly or indirectly out of or in consequence of any act or omission by the Company in the supply of the goods or the performance of the services including without limitation delay, loss of products, loss of profit or liability to third parties.
- 9.2 Nothing contained in these conditions shall affect the Company's liability under the Unfair Contract Terms Act 1977 for death or personal injury caused by the negligence of the Company.
- 9.3 The Company will not be responsible for costs or expenses to or losses suffered by the customer as a result of:
- (a) Work carried out before the dimensions of the goods or services supplied have been agreed with the Company;
 - (b) Inaccuracies or faulty designs in the customer's drawings or specifications;
 - (c) Changes in the dimensions caused by the customers variations of construction on the site.

10. INDEMNITY

- 10.1 The customer shall indemnify and hold the Company harmless against any actions, claims or demands by third parties whether arising in contract from breach of statutory duty or in tort (including negligence) or otherwise howsoever arising either directly or indirectly from:
- (i) The use of the goods or services supplied by the Company;
 - (ii) Default (including the customer's failure to comply with any of the provisions of this contract) or mis-use of the goods and/or of the services;
 - (iii) Any defect in the design or lack of fitness for purpose of any of the goods or services supplied to the customer's designs or specifications;
 - (iv) Any failure by the customer to obtain any permissions, by-laws, consents or licenses which may be necessary;
 - (v) Any liability howsoever arising in respect of any infringement or alleged infringement of any third party's patent rights, copy rights or other industrial or intellectual property relating to any part of the goods or performance of the services.

11. FORCE MAJEURE

- 11.1 The Company shall not be liable for any delay or failure in carrying out its obligation which is caused wholly or partly by an act of God, war, fire, storm, flood, strike, terrorism, lockout, force majeure, inability to obtain adequate labour, materials, manufacturing facilities or energy or any other cause beyond the control of the Company, its servants or agents and if the delivery or failure has continued for a period of three months then either party may give notice in writing to the other determining this contact and on such determination the Company shall refund to the customer any sums which the customer has already paid on account of the price of the goods or services or any part thereof after deducting therefrom such amount as may be due to the Company in respect of work already carried out by them or supplies of good obtained.

12. USE OF GLASS

- 12.1 Use of glass must conform to The Safety Section of British Standard Code of Practice, B.S.6262.

13. DATA PROTECTION NOTICE TO PARTNERSHIP & SOLE DEBTORS

- 13.1 We may transfer information about you to our bankers/financiers for the purposes of providing services and for the following purposes: Obtaining credit insurance, making credit reference agency searches, credit control, assessment and analysis including credit scoring, market, product and statistical analysis, securitisation, protecting our interests.
- 13.2 We will provide details of our bankers/financiers and that of any credit reference agencies used on request.