

TOR CREDIT APPLICATION FORM



Company Details

Trading Name

Full Address

Post Code

Telephone

Email

Accounts Contact Details

Telephone

Email

Purchasing Contact Details

Telephone

Email

Commercial Contact Details

Telephone

Email

About your Company

Company Reg No

VAT No

Nature of Business

Company Turnover

Expected Annual Spend

Expected Credit Requirement

Company Directors

1.

2.

3.

4.

5.

6.

Declaration

We understand that if a credit account is granted the terms are 30 days end of month.

Credit facilities may be approved subject to satisfactory criteria being met. Checks may be completed using various credit reference agencies. We may also make enquiries with credit referencing agency's relating to linked companies and principal directors. Trading may also be subject to appropriate due diligence checks including, moral & ethical standards and in accordance with appropriate legislation. All records of information may be kept on file. This information may be shared with other businesses. We collect and manage personal information consistent with our Third Party Privacy Notice, a copy of which can be viewed at <https://www.tor-coatings.com/privacy-policy/>

Please read our Terms & Conditions (pages 3-5 of 5) and provide your acceptance below.

Signature

**Position in Company
(Must be a Director)**

Date

TOR Contact

Please enter the name of your TOR representative

Terms & Conditions

Preliminary

1. In these Conditions:
 - “the Company” shall mean Tor Coatings Limited;
 - “the Customer” shall mean the person, firm or company named as the Customer on any form of offer, quotation, acceptance or Contract;
 - “the Goods” shall mean all or any of the goods which from time to time the Company offers for sale and which form the whole or part of the subject matter of the Contract, including in particular the Goods specified or referred to on the Contract Form;
 - “the Services” shall mean all or any of the services which the Company offers to supply and which form the whole or a part of the subject matter of the Contract, including in particular the Services specified or referred to on the Contract Form;
 - “the Contract” shall mean the contract between the Company and the Customer for the supply by the Company to the Customer of the Goods or the Services;
 - “the Contract Form” shall mean such of the form of contract or the form of acceptance or the form of offer or the form of quotation as is last in time prepared by the Company and delivered to the Customer;
 - “these Conditions” shall mean the terms and conditions herein set forth and (if any) the terms and conditions set out on the Contract Form and/or otherwise set out in writing by the Company and signed by a director of the Company.
2. (a) These Conditions shall be incorporated in every Contract.
 - (b) The Contract shall be constituted by the despatch to the Customer of the Contract Form for the Goods or Services which form the subject matter of the Contract.
 - (c) The Contract shall consist of these Conditions solely and shall constitute the entire bargain between the Company and the Customer in relation to the Goods and Services the subject matter of the Contract and these Conditions shall override any terms or conditions sought to be imposed upon the Company by the Customer or sent to the Company by the Customer (whatever their respective dates).
 - (d) No variation of the Contract or of any of these Conditions shall be effective unless set out in writing by a director of the Company or other authorised person and signed by the Customer or a director of the Customer.
3. The headings contained in these Conditions are inserted for convenience only and shall be ignored in the interpretation of the Contract.

Concession

4. Any time or other indulgence, latitude or waiver allowed by the Company or the Customer at any time shall not prevent the Company or the Customer from exercising its full rights under the Contract in other respects or at other times.

Purpose, Market, Advice

5. (a) It is entirely the Customer’s responsibility to ensure that the kind and/or class of the Goods or the Services are suitable for the Customer’s purpose and market. The Customer shall not place any reliance on the Company’s skill or judgement or that of its employees or agents in respect of the Goods or the Services.
 - (b) The Company shall not be under any liability of any loss or damage however arising from or attributable to any advice statement or representation given by the Company or its employees or agents in respect of the Goods or the Services whether regarding performance capability or suitability for any purpose or market or otherwise. Such liability is hereby excluded to the extent permitted by law.
 - (c) No director or employee or agent of the Company is authorised to make any warranty or representation as regards any of the Goods or the services or the Contract. The Customer agrees that it has not entered into the Contract upon the basis or as a result of any warranty or representation.

Design And Specification

6. If the Goods are supplied to a specification or manufactured to a formula submitted by the Customer, the Customer shall indemnify the Company against any costs, claims, expenses, demands or liability of the Company in the event of an infringement of patent, trade mark or other industrial or intellectual property right.
7. The Company will use its best endeavours to supply the Goods to the specification or formula submitted by the Customer but cannot undertake to comply in all respects with the same if in the opinion of the Company it is not reasonably practicable to do so.
8. The Company shall not be under any liability in respect of descriptions or specifications or any other matter in relation to the Goods or the Services contained in any material, whether price lists, catalogues, trade publications or advertising matter or otherwise, other than as specifically provided in the Contract.
9. Any sample seen by the Customer is simply an indication of what attributes the bulk should have and no warranty or representation is given or may be implied that the bulk will be identical to the sample in any attribute (including without limitation colour, quality, or finish).

Risk And Title

10. (a) Risk in the Goods shall pass to the Customer when the Company provides the Goods to the carrier for delivery to the Customer, or where applicable when the Customer or its nominated carrier collect the Goods from Company's premises.
- (b) Save where the Goods are collected by the Customer or its nominated carrier, the Company will ensure that the Goods are insured to their replacement value against loss or damage while in transit with the carrier.
- (c) The Customer's right to possession of the Goods shall end immediately if it: (a) makes any arrangement with its creditors or otherwise takes the benefit of any statutory provision for the relief of insolvent debtors, or convenes a meeting of creditors, or enters into liquidation, or has a receiver and/or manager, administrator or administrative receiver appointed, or documents are filed for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by any entitled person or a resolution is passed or a petition presented to a court to wind up the Customer or for the grant of an administration order or insolvency proceedings are commenced relating to the Customer; (b) suffers or allows any execution to be levied on its property or obtained against it or breaches any of its obligations under any Contract or any other contract with the Company or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or ceases to trade; or (c) encumbers or in any way charges any of the Goods.

Delivery

11. (a) Unless the Contract otherwise specifies, the Company will arrange for delivery of the Goods from the Company's premises subject to the following conditions:
- (i) the Company shall not be liable for any claim for damage to or short or non-delivery of any of the Goods unless written notice shall have been given both to the carrier direct and to the Company at its address on the Contract Form within (in the case of damage or short delivery) five days of the date of receipt of the consignment of the Goods or (in the case of non-delivery) within ten days of the date appearing on the invoice therefor.
- (ii) the Customer shall give particulars sufficient to enable the Company to deliver or arrange for delivery at the date or time or within the period so specified,
- (iii) where the Customer must perform any act to enable the Company to deliver the Goods, such as must be so performed as to enable the Company to make delivery at the date or time or within the period specified.
- (b) Notwithstanding anything contained in the Contract, any date or time or period specified for despatch or delivery of any of the Goods or the supply of any of the Services, whether contained in these Conditions or otherwise, is an estimate only. In particular, but without prejudice to the foregoing, the Company shall not be liable for any failure to despatch or deliver or delay in the despatch or delivery of any of the Goods howsoever caused or any failure to supply or delay in supplying any of the Services whether through the prevailing moisture and humidity levels being unacceptable or howsoever otherwise caused.
- (c) If any date or time or period is specified for the despatch or delivery of any Goods or the supply of any Services the Customer shall accept delivery or supply of all such Goods and/or such Services in accordance with the time or date or periods so specified.

Price

12. (a) All prices quoted are subject to variation at any time to reflect variations in the Company's own costs of materials, fuel and labour and, in particular, are subject to the following conditions:
- (i) they remain open for acceptance for a period of 28 days;
- (ii) they are based on all necessary work being carried out during normal working hours;
- (iii) they do not cover any remedial work for any damage caused through circumstances beyond the control of the Company during the initial application period or seven-day curing period;
- (iv) they are based on the Company having clear access for continuity of work in the supply of Services, and
- (v) if, during winter months, heating and drying equipment are necessary the electricity for such equipment will be provided free of charge.
- (b) The price of all the Goods and the Services shall be the Company's relevant ruling price at the time of delivery of the Goods or supply of the Services, notwithstanding any price quoted or specified on the Contract Form or otherwise.
- (c) The Customer may within seven days of notification of any increase in price cancel the purchase of any balance of the Goods or the Services remaining to be delivered or supplied under the Contract.
- (d) Value Added Tax and any other duties required to be imposed from time to time shall be payable where appropriate in addition to the price.

Terms Of Payment

13. (a) Payment – unless the Contract otherwise specifies, payment of the price of any Goods or Services shall be made within 30 days following month of invoice.
- (b) Interest and late payment compensation – the Company reserves the right to charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 if payment is not received by the due date.
14. Payment will be made without deduction or set off.

Company Rights

15. In addition to any other rights the Company may have (under the Contract or otherwise), if the Customer shall:
- (a) commit any breach of the Contract including (without prejudice to the generality of the foregoing) any failure to pay or delay in paying any amount due or invoiced under the Contract, or
 - (b) commit any act of bankruptcy or, being a company, convene a meeting of its creditors or have a petition for winding-up presented against it or have a receiver appointed of all or any of its assets, or
 - (c) be the subject of an adverse credit status report by the Company's bank or a credit status organisation, then (i) the Company shall be entitled (but not obliged) at any time thereafter to cancel or suspend all further deliveries of the Goods or supplies of the Services and/or to rescind the Contract and/or to cancel or suspend any or all future performance by the Company of any obligation of the Company under the Contract or any other contract or arrangement between the Company and the Customer, and (ii) the Customer shall indemnify the Company against any losses, costs, claims, damages, expenses and liability suffered or liable to be suffered by the Company as a result of any of the events set out in (a), (b) and (c) above or as a result of any action of the Company pursuant to (i) above, including the payment of reasonable storage charges while any of the Goods remain on the Company's premises after risk shall have passed to the Customer.

Warranties

16. The Company shall assign so far as it is able to the Customer the benefit of the warranties and/or guarantees in relation to the Goods which the Company receives from its own supplier.
17. Subject to Condition 16 and except insofar as the Company is prevented by statute unless the Contract otherwise specifies the Customer acknowledges that the Company gives no representation or warranty and there shall be no warranties or conditions, express or implied, whether as to the quality or fitness of the Goods or the Services for any purpose whatsoever, even if that purpose is known to the Company, or otherwise.
18. The Customer will indemnify the Company against each and every liability, claim, cost, damage, expense and loss which the Company may suffer or to which the Company would otherwise be subject arising out of the supply of the Goods and/or Services by the Company and/or any warranty or representation or advice given by or on behalf of the Company in relation to the Goods or the Services, except for the liability of the Company for death or personal injury resulting from negligence. The indemnities hereby given shall continue in force notwithstanding any termination of the Contract.

Liability

19. Notwithstanding anything contained in the Contract, in no circumstances will the Company be responsible for loss of profits, incidental expenses or any consequential loss whether direct or indirect and howsoever arising, whether attributable to defects in the Goods or the Services or delay in delivery or supply thereof or failure to deliver or supply or otherwise.
20. Notwithstanding anything contained in the Contract, the totality of any liability of the company in relation to the Contract and/or supplies of the Goods or the Services and/or any representation, warranty or advice in relation thereto and/or any failure to supply or delay in supplying the Goods or the Services shall be limited in total to the price therefore paid to the Company by the Customer.
21. No claim against the Company in respect of any of the Goods or the Services may be made unless such claim is made immediately upon delivery of the Goods or supply of the Services and unless the Customer affords the Company an opportunity of examining the Goods or any relevant goods in connection with the Services before the same shall have been treated, processed or otherwise dealt with or sold.

Notice To Third Parties

22. The Customer undertakes and agrees to bring fully to the notice of all persons whomsoever with whom the Customer may deal in relation to the Goods or the Services the terms of these Conditions in particular Condition 13.

Customer's Goods

23. The Company shall be under no responsibility or liability whatsoever for or in respect of the Goods or property of the Customer or of any of its employees whether held by the Company as bailee or in trust for the Customer or otherwise or on the Company's premises or under its control or in transit.

Force Majeure

24. Notwithstanding any other provision of the Contract, neither party to the Contract shall be liable in any way for any loss or damage or liability from any failure to deliver or accept delivery of the Goods or to supply or accept supply of the Services or any delay or default in the Delivery or acceptance of delivery of the Goods or supply or acceptance of supply of the Services caused by force majeure, fire, Queen's enemies, explosion, breakdown, strike, lockout, other industrial action, accident, scarcity of materials or labour or any cause whatever beyond its direct control.

Notices

25. Any notice from one party to the Contract to the other shall be given in writing by post (airmail if overseas) and shall be deemed to be received forty-eight hours (seven days in the case of airmail) after posting.

Governing Law

26. The construction, validity and performance of the Contract shall be governed by the laws of England.