



Joseph Parr (MIDDLESBROUGH) Limited

TIMBER AND BUILDERS MERCHANTS

BLUE HOUSE POINT ROAD, PORTRACK TRADING ESTATE, STOCKTON-ON-TEES, CLEVELAND TS18 2PJ
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SELF BUILD APPLICATION FORM

Date

I/We make application to open a Self Build account with your company as per particulars there under:

Full Name..... **Date of Birth**

Current Address.....
.....
.....

Previous address if resided at above less than 3 years.....
.....

Telephone No (Including Code)..... **Mobile No**.....

Occupation.....

Name of Employer

Time in Employment

Current Salary.....

Self Build Address.....
.....

How is Self Build Project to be financed? I.e.: Mortgage, bank loans, personal finance, please give details.....
.....

Name and address of Bankers.....
.....

Account No.....

Sort Code.....

If Joint application, please ensure both partners sign below

Signed.....

Signed.....

CONDITIONS OF SALE

- 1 These conditions prevail on all occasions notwithstanding of sale or purchase on any order form from any customer, or any verbal conditions.
- 2 Goods will be invoiced at the prices ruling at the date of despatch, notwithstanding any inconsistency with prices on any quotation.
- 3 Unless otherwise agreed all prices are subject to payment to us for carriage and packing. On occasions when returnable packaging is charged for by us, this charge will be credited to the customer in full if such packaging is returned to works in good condition within one month from the date of receipt by the customer. In case of dispute as to the conditions thereof, our opinion shall be final. Any carriage for the return to works being paid by the customer. No deductions whatsoever can be made from our invoices or statements of account, for sacks, cases or other carriage implements. Unless otherwise stated, our quotation is for full vehicle loads.
- 4 The property in and title to goods identified by an invoice shall not pass to the intending purchaser until such time as the intending purchaser shall have paid to the company the full amount of the agreed price together with the full price of any other goods the subject of any other agreement with the company entered into before the agreement in question and until such time his possession of them shall be solely in the capacity of bailee for the company, and the company may at any time terminate his possession of them and (for the purpose of recovering them) may enter upon any premises where they are stored or where they are reasonably thought to be stored and repossess them. The intended purchaser shall maintain such written records as may be necessary.
 - (i) to identify all goods in the possession of the intending purchaser (whether or not such goods shall have been processed in any way) the property in which has not passed to the intending purchaser;
 - (ii) To identify all goods in the possession of the intending purchaser of which the company shall be the owner;
 - (iii) to identify all proceeds of sale to which the company is entitled.
- 5 Payment shall be made in cash at the time of order, unless a credit account has been opened. If so, payment shall be made no later than the last day of the calendar month, following the calendar month in which the goods were delivered. Time of payment shall be of the essence, and delay in payment under the contract or any other contract between the company and the customer, shall justify the company in withholding future deliveries, and instigating proceedings for the recovery of all monies owed.
- 6 Interest at the rate of 3% over the prevailing Midland Bank Base Rate per annum will be charged by us on all accounts, which are overdue as from the date they become due.
- 7 To avoid delay and possible mistakes, the catalogue numbers where possible shall be quoted on all orders. Orders given to us by telephone should also be confirmed in writing the same day and clearly marked 'CONFIRMATION' otherwise we cannot be held responsible for any errors or omissions.
- 8 No claim for shortage, damage or defect in quality shall be allowed by the company unless;
 - (i) Our copy of the delivery ticket or acknowledgement records the complaint or shortage.
 - (ii) Notice of the claim is given verbally immediately, and a written claim is sent to the company within 3 days of delivery.
 - (iii) The carrier's conditions are compiled with.
- 9 Goods supplied by us under a quotation cannot be returned to us for credit unless by special agreement.
- 10 We do not undertake to deliver or collect any goods from roads or other grounds, which we consider to be unsuitable, unless the customer is solely responsible for any accident, injury or damage to the said goods, the said vehicle or our employees or agents. A disclaimer form may be requested.
- 11 No liability shall attach to the company for any failure to comply with the contract by non-delivery in due time, or at all, part delivery, miss-delivery or delivery of defective goods however caused.
- 12 All goods sold by us only carry the same guarantee as is given to us by the manufacturers and suppliers thereof, and we shall be under no other liability whatsoever.
- 13 When we supply goods to customer's designs and specifications, then no guarantee, warranty condition or representation is given or is to be implied, of their suitability for the purpose for which they are being used. Any description of the goods shall be given by way of identification only.
- 14 Whenever a sample of the goods has been exhibited to, and inspected by the customer, it is hereby declared that such samples were exhibited for inspection to enable the customer to judge for himself the quality of the bulk, and not constitute a sale by sample.
- 15 In the event of cancellation or an order, we reserve the right to recover all costs incurred in respect of the cancellation from the customer, including any cancellation of order charges levied against us by the manufacturer as a result of such cancellation. This condition shall also apply in respect of goods returned which have been over ordered or are surplus to requirements.
- 16 Any goods which, through necessity and/or request of the customer, have to be deposited on the highway, pavements or verges must be moved by the customer within 3 hours or by 5 pm whichever is first. No liability can be accepted after this time and customers should note their own liability in this matter. This applies even if the goods have not been paid for in full, but are in the control of the customer.
- 17 We shall not be responsible for any loss or damage to the purchaser arising directly or indirectly from any of the following: -
 - (i) Act of God.
 - (ii) Any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power or confiscation, destruction of or damage to property by or under the order of any Government or public authority.
 - (iii) Riot, civil commotion, strike, lock-out, stoppage or restraint of labour for whatsoever causes, whether partial or general.
 - (iv) Any other cause beyond the reasonable control of the Company.