



EVESONS FUELS

CREDIT ACCOUNT APPLICATION



EVESON HOUSE, BIRMINGHAM ROAD, KENILWORTH, CV8 1PT TELEPHONE (DIRECT) 01676 531100 FAX: 01676 533967

WE CANNOT ACCEPT FAXED COPIES OF THIS FORM AND NEED THE ORIGINAL POSTED TO US.

Orders	Low cost, local call number	0845 7 30 50 90	e-mail: sales@evesons.co.uk	
Local depots	Balsall Common, Solihull	01676 531100	Fax: 01676 533967	Heatcare Tel: 01676 531114
	Eastleigh, Hampshire	02380 600430	Fax: 02380 602207	
Account Queries		01676 531125	Fax: 01676 533967	

I/We would like to apply for credit account facilities with **Evesons Fuels Ltd** for the following products and services:

Bulk Road Fuels Tractor Fuels Heating Fuels Lubricants
 Forecourt petrol & diesel Heating Installation & Maintenance please tick all that apply

Trading Title..... (please enclose a letter heading)

Type of Business: Limited Company Partnership Sole Trader

Full Postal Address
..... Post Code *

Delivery Address (if different)
..... Post Code *

*If you intend to buy Gas Oil and/or Kerosene please let us know its main use:

Gas Oil Kerosene

Company Registration No: VAT Reg'n No:*

Sales Contact..... Accounts Contact:

Telephone No:..... Fax No:

e-mail Address:..... Web Site:

Main Business Activity..... No: of years established:

CREDIT Limit requested £..... per month

Name and Home Addresses for partnerships and sole traders

.....
.....
.....

Bank Reference

Name of Accountat Bank

Bank Address

..... Post Code

Bank Account Number..... Bank Sort Code . . .

This document must be signed

I acknowledge receipt of and have kept **Evesons Fuels Ltd** General Conditions of Sales (issue 4) attached to this application and agree to abide by them.

I consent to **Evesons Fuels Ltd** obtaining from my Bank a reference for the amount specified and that it may be updated from time to time at the discretion of **Evesons Fuels Ltd**.

This document must be signed



Signature..... Position..... Date.....

Information marked with * is needed to comply with Government Legislation. If you do not know the delivery address postcode or if delivery is for multiple sites please ask our staff for advice. If you are not VAT registered please write "Not registered"

For Evesons use only	CL	Rep No:	C.Type	WMPDA/SODA	
BANK	C.R.	A/C No.	Area	Mapref:	
Date	APP	C.C.	D/D	L.C. /R.A.	



EVESONS FUELS LIMITED GENERAL CONDITIONS OF SALE Issue 4 Issued 1/10/2008

1 Definitions

'Seller' – means Evesons Fuels Limited and/or its subsidiaries

'Buyer' – means any person, business or company to whom goods or services are supplied from the Seller.

'Goods or services' – means products which the Buyer agrees to buy from the Seller, or services which the Seller performs at the request of the Buyer.

2 Conditions applicable

- 2.1** These conditions shall apply to all contracts for the sale of goods or services by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order, or similar document.
- 2.2** All orders for goods or services shall be deemed to be an offer by the Buyer to purchase goods or services pursuant to these conditions.
- 2.3** Any variation to these conditions (including any special terms and conditions agreed between the parties) shall not be applicable unless agreed in writing by a Director of the Seller.

3 Price and Payment

- 3.1** The price shall be the Seller's quoted price or where no price has been quoted (or a quoted price that is no longer valid) the price charged by the Seller at the date of despatch of the order. The price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2** The Seller reserves the right by giving notice to the Buyer at any time before delivery or performance to increase the price of goods or services to reflect any increase in the cost to the seller which is due to any factor beyond the control of the Seller (such as without limitation any foreign exchange fluctuation, currency regulations, alteration of duties, significant increase in the cost of labour, materials or other costs), and/or any change in delivery dates, quantities, or specifications for the goods or services which is requested by the Buyer, or failure of the Buyer to give the Seller adequate information or instructions.
- 3.3** The Seller reserves the right to charge the Buyer in addition to the price of the goods, the cost of barrels, pallets, and returnable containers but full credit will be given to the Buyer provided they are returned undamaged to the Seller within one year and providing the item is of such type that it is in current use by the Seller, and still acceptable to the Seller following any change in legislation.
- 3.4** Payment for goods or services shall be due on or before delivery. If the Seller does not exercise its right to payment on or before delivery then (unless otherwise agreed by the Seller in writing) payment shall be made on or before the 15th day of the month following delivery of the goods or services.
- 3.5** Interest on overdue sums and legal costs incurred by the Seller in recovering monies due, shall accrue from the date when payment becomes due, from day to day, until the date of payment, at a rate of 8% per annum above the base rate of HSBC Bank plc from time to time in force and will accrue after as well as before judgement. If legal action is taken recovery of costs is on an indemnity basis.
- 3.6** Time for payment shall be of the essence.
- 3.7** If the Buyer fails to make payment to the Seller on the due date, then without prejudice to any other rights or remedy available to the Seller, the Seller shall be entitled to:
- 3.7.1** Cancel the contract or suspend further deliveries to the Buyer. The Seller shall not bear liability for any consequential loss arising from the suspension or cancellation of further deliveries.
- 3.7.2** Take whatever proceedings the Seller considers appropriate to recover all amounts payable by the Buyer to the Seller notwithstanding that some amounts may not be due under the provisions of clause 3.4 of these conditions. The Seller may offset amounts due from the Seller to the Buyer.

4 Warranties and Claims

- 4.1** The Buyer shall inspect the goods and services at the time of delivery and in any event shall within 3 days from the date of delivery give written notice to the Seller of any alleged deficiency in quantity, quality or non-compliance with the goods or services performance which is reasonably apparent upon inspection. Following any written notice from the Buyer, the Seller shall be entitled to inspect the goods or services under dispute before any further use is made of them by the Buyer. Non-compliance by the Buyer with any of the conditions in this clause shall materially prejudice any claim by the Buyer that the goods or services are deficient in any quality, quantity, or failed to comply with performance standards reasonably expected, and the Buyer will be deemed to have accepted them.
- 4.2** The onus shall be upon the Buyer to demonstrate to the Seller that the goods and services are in some way deficient and not in accordance with contract. If the Buyer can prove to the reasonable satisfaction of the Seller that there is a deficiency then the Seller shall, at its own option, either:
- 4.2.1** Refund the price of the goods or services or
- 4.2.2** Deliver any shortage or
- 4.2.3** Replace the goods or services.
- 4.3** Spillages at or damage to the property must be brought to the attention of the Seller as soon as the Buyer becomes aware of such an occurrence and advised subsequently in writing as set out in clause 4.1.
- 4.4** Except for any liability it may incur for death or personal injury resulting from its own negligence, the Seller's liability in any event shall be limited to the price of the goods or services supplied under the contract, and the Seller shall not be liable whether in contract, or in tort, in misrepresentation or otherwise for any consequential or other loss, damage, or injury, (including liability to third parties) however caused which may arise out of or in connection with the supply of goods or services to the Buyer.
- 4.5** Subject to the provisions of this clause 4, it is agreed that to the extent the general law permits, all other warranties and conditions, whether implied by statute or otherwise are excluded.
- 5 Delivery**
- 5.1** Delivery of goods or services shall (subject to hereinafter provided) be made when those goods or services arrive at the Buyer's premises as stated on the invoice or to any other place agreed in writing between the parties when the goods or services are ordered.
- 5.2** Any delivery schedule, time or date for the dispatch of goods or services is intended as an estimate only and shall not be binding on the Seller. Time shall not be of the essence of the contract except for the provision of clause 3. If delivery does not take place on an intended date the Buyer does not have the right to reject the Contract.
- 5.3** The Seller shall not be liable for any direct or indirect loss or damage (including loss of profits and liability to third parties) sustained by the Buyer in consequence of failure to deliver or delay in delivery.
- 5.4** The Seller shall be entitled to make part deliveries where reasonably necessary and such part deliveries shall be taken to represent separate contracts. The Seller may vary that quantity ordered by the Buyer to such quantities that meet the Seller's logistical capacity or to ensure the Buyer's credit limit (if applicable) is not exceeded.
- 5.5** The Buyer will undertake to establish that there are sufficient facilities and suitable safe access to offload the goods and that the Buyers storage tanks have sufficient ullage for the safe receipt of the goods.
- 5.6** If the delivery of goods or services is delayed or aborted as a consequence of any act or omission of the Buyer, or the Buyer fails to provide suitable or safe access, the Seller may charge the Buyer for any abortive delivery costs.



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5.7 The amount delivered under the contract shall be determined by the Seller's measuring equipment and will not be disputed by the Buyer except in the case of manifest error.

5.8 The Buyer agrees strictly to comply with all statutory safety requirements (including any conditions of the Buyer's Petroleum Storage Licence or replacement legislation), and to indemnify the Seller against all loss and damage arising from a breach of this clause 5.

6 Retention of Title

6.1 The goods will be at the Buyer's risk as from delivery or collection.

6.2 Legal and beneficial title in the goods shall not pass from the Seller until the Seller has received payment in full

6.2.1 for the goods;

6.2.2 for any other goods or services supplied to the Buyer by the Seller.

6.3 Until legal and beneficial title in the goods has passed to the Buyer in accordance with Clause 6.2 the Buyer shall:

6.3.1 hold the goods and each of them on a fiduciary basis as bailee for the Seller; and

6.3.2 store the goods (at no cost to the Seller) separately from all other goods in its possession and readily identifiable as the Seller's property.

6.4 Notwithstanding the provisions of Clause 8.2 the Buyer may sell or use the goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings.

6.5 At any time prior to legal and beneficial title in the goods passing to the Buyer the Seller may (without prejudice to any other of its rights):-

6.5.1 require the return of all or any part of the goods:

6.5.2 retake possession, or authorise others to do so, of all or any part of the goods and enter any premises for that purpose which the Buyer hereby authorises;

6.5.3 terminate the Buyer's authority to resell or use the goods forthwith by written notice to the Buyer which authority shall automatically terminate (without notice) upon any insolvency of the buyer or it going into liquidation (as defined in the Insolvency Act 1986) or it having a receiver or similar appointed or calling a meeting of its creditors or any execution or distress being levied on goods in its possession.

6.6 The Buyer shall insure and keep insured the goods to the full price against "all risks" to the reasonable satisfaction of the Seller until the date that legal and beneficial title in the goods passes from the Seller. The Buyer should produce such relevant insurance policies to the Seller upon demand. The Seller's risk shall end at the time the goods are off-loaded from the Seller's delivery vehicle, which in the case of oil products will be at the time the oil passes through the delivery hose.

6.7 The Seller may at any time appropriate sums received from the Buyer as it thinks fit notwithstanding any purported appropriation by the Buyer.

7. Meeting the Obligations of the Supplier

7.1 The onus shall be upon the Buyer to demonstrate to the Seller that the Buyer is entitled under current legislation to purchase the Goods and the Buyer shall provide such information as required as to the

purposes to which the Goods are put and such licence and registration numbers as may be required to enable the Seller to comply with legislation before and after the sale.

7.2 The Seller reserves the right to suspend deliveries until such time that the information requested in Clause 7.1 is supplied.

8. Termination

8.1 This Clause applies if:-

8.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

8.1.2 an encumbrancer takes possession of, or a receiver is appointed to, any of the property or assets of the Buyer, or

8.1.3 the Buyer ceases, or threatens to cease, to carry on business, or

8.1.4 fails to provide information as requested in Clause 7.1.

the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

8.2 If the Clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to determine the Contract or suspend any further deliveries under the Contract without any liability to the Seller, and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9. General

9.1 All headings are for ease of reference only and shall not affect the construction of this Contract.

9.2 Any provision of this Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable, separate and distinct and shall not affect any other provision of this Contract.

9.3 No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under this Contract shall prejudice its rights to do so in the future.

9.4 The Seller may license or sub-contract all or any part of its rights and obligations under this contract without the Buyer's consent.

9.5 The Seller shall not be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of the Seller.

9.6 The Contract shall be governed by English law and all disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of England.

9.7 Any notice given to the Customer will be deemed to be served within 48 hours of posting to the Customer's Registered Office.

9.8 If applicable, the Seller has the right to assign each and every Contract and/or the amount of monies due thereunder and the Buyer will raise no objection to such assignment.

I have read, understood and accept the above Terms and Conditions.

CUSTOMER'S SIGNATURE _____ DATE _____

NAME IN BLOCK CAPITALS _____ POSITION IN COMPANY _____

NB This form must be completed by a Director/Partner/Manager/Head of Department and returned to **COMPANY SECRETARY, EVESONS FUELS LIMITED, Eveson House, Birmingham Road, Kenilworth, Warwickshire CV8 1PT**