

Our Ref:

Sales Area:

For The Attention Of:

Dear

Thank you for your recent enquiry. Please find enclosed our Credit Account Application Form for your attention. It is important that the form is completed fully to ensure that we assess the correct business when deciding on the level of credit to be provided.

Upon opening your account, you will be provided with an exclusive account number. Please ensure that this account number is used on all communication with us as it will assist in dealing with your request efficiently. Our preferred method of receiving payments is by electronic transfer.

It is imperative that you note our credit terms, which are strictly 30 days from end of month of invoice. Failure to pay promptly in line with these terms may result in your credit facility being removed and further costs and interest being applied to the outstanding amount in line with our Terms & Conditions of Sale.

All materials supplied are strictly in accordance with our Terms & Conditions of Sale, a copy of which is enclosed. Please note that by completing the Credit Application Form, you are accepting our Terms & Conditions of Sale.

We look forward to hearing from you accordingly.

Yours faithfully

Instarmac Group plc, Head Office
Danny Morson Way, Birch Coppice Business Park,
Dordon, Tamworth, Staffordshire, B78 1SE

T: +44(0) 1827 254400 F: +44(0) 1827 285386
E: enquiries@instarmac.co.uk
Orders: orders@instarmac.co.uk

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Suite 8, Red Tree Business Centre,
24 Stonelaw Road, Rutherglen G73 3TW

T: +44(0) 141 613 2144 F: +44(0) 141 613 2145
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SAP Ref No :

Sales Area :

Please Return fao : |

PLEASE ENCLOSE A COPY OF YOUR OFFICIAL COMPANY LETTERHEAD WITH THIS APPLICATION.

Fields demoted with a * are mandatory.

An anticipated level of monthly trading is required to enable us to assess the credit limit required in line with credit checks that are carried out. We appreciate that this is an estimate at the time of completing your application, any limit will be assessed further upon commencement of trading.

*COMPANY REGISTERED/SOLE TRADER/PARTNERSHIP NAME:	*TRADING NAME (if applicable):
COMPANY REGISTRATION NUMBER: (if applicable)	*VAT REGISTRATION NUMBER:
*INVOICE ADDRESS:	DELIVERY ADDRESS (if different)
*REGISTERED OFFICE IF DIFFERENT FROM ABOVE:	*ANTICIPATED LEVEL OF MONTHLY TRADING:
*PAYMENT METHOD: delete as applicable	BACS / BANK TRANSFER / CHEQUE / CARD
*INVOICING METHOD: delete as applicable	Post / Email / E-trading
If Email, please provide email address:	
If E-trading, which provider:	
WEBSITE:	
NATURE OF BUSINESS:	

*BUYER CONTACT DETAILS:	*ACCOUNTS CONTACT DETAILS:
*NAME & POSITION:	*NAME & POSITION:
*DIRECT TELEPHONE NUMBER:	*DIRECT TELEPHONE NUMBER:
*MOBILE NUMBER:	*MOBILE NUMBER:
*FAX NUMBER:	*FAX NUMBER:

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*EMAIL ADDRESS:	*EMAIL ADDRESS:
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Please tick if you do not want to receive an email confirmation <input type="checkbox"/>		
Please tick if you do not want to receive a txt message to confirm your delivery <input type="checkbox"/>		
*SIGNATURE:	*PRINT NAME:	*DATE:
*STATUTORY DIRECTOR/PROPRIETOR		

*DELIVERY DETAILS			
OPENING TIMES FOR DELIVERIES: Can you accept deliveries before 7am or after 5.30pm Please circle: Yes No		SPECIAL DELIVERY INSTRUCTIONS:	
DAY	AM	Closed for Lunch	PM
MON			
TUE			
WED			
THU			
FRI			
SITE CONTACT NAME:		DIRECT TELEPHONE NUMBER:	
EMAIL ADDRESS:		MOBILE NUMBER:	

Do you have access for an Instarmac vehicle dimensions: 38' long x 7'6" wide x 12'6" high wagon YES / NO
Tail Lift Required YES/NO – If Yes please note that deliveries can only be made on a tail lift if the ground is concrete or tarmacadam

PLEASE NOTE THAT INSTARMAC GROUP PLC WILL USE THESE DETAILS TO CONTACT YOU WITH OFFERS, UPDATES AND IMPORTANT NEWS FOR YOU AS A CUSTOMER. IF YOU DO NOT WISH TO BE CONTACTED BY ANY OF THESE METHODS, FOR ANY REASON, PLEASE LET US KNOW

INSTARMAC USE ONLY		
SITE REF:	CUSTOMER TYPE:	
PROSPECT No:	PRICING:	
ACCOUNT No:		
VALUE OF ORDER:		
IS CUSTOMER PART OF A GROUP	Y or N	CC = Y or N
CURRENT ADHESIVE SUPPLIER	Credit Request £	Area Manager Signature
POTENTIAL YEARLY TURNOVER FORECAST £	Credit Request £	Brand Manager Signature

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OUR GBP BANK DETAILS: (please only remit GBP payments to this account)

Account name: INSTARMAC GROUP PLC

Bank name: Lloyds TSB

Sort code: 30-98-44

Account Number: 01969683

Address: 17, George Street, Tamworth, B79 7LW

Our company registration number is 1324925 and VAT registration number is GB 295 9739 82

TERMS & CONDITIONS OF SALE

1. Definitions

In these conditions the following terms shall have the following meanings:

“Company” means Instarmac Group plc.

“Customer” means the Customer of the Company.

“Contract” means any contract for the sale of goods or service by the Company to the Customer.

“Goods” means any goods forming the subject of this contract including materials incorporated in them.

2. Quotations

Quotations by the Company unless otherwise stated in them shall be open for acceptance within thirty days of the date of the quotation.

3. Contract

3.1 No contract shall come into existence until the Customer’s order (however given) is accepted by the earliest of:

3.1.1 the Company’s written acceptance;

3.1.2 delivery of the goods;

3.1.3 the Company’s invoice.

3.2 These conditions shall be incorporated in the contract to the exclusion of any terms and conditions stipulated or referred to by the Customer.

3.3 No variation or amendment of these conditions or oral promise or commitment related to it shall be valid unless committed to writing and signed by a Director of the Company.

4. Prices

4.1 The price includes all packaging, delivery (England and Wales) and insurance unless in cases where an ex-works price has been quoted, or otherwise stated within the quote or when net order value is £350 or less, these orders will incur a nominal delivery charge which is variable and charged at cost

4.2 The price excludes V.A.T

4.3 The Company will endeavour to notify the Customer of any price increases there may be from time to time but it is the Customer’s responsibility to check the price of goods at the time of ordering. Prices are those charged by the Company at the date of dispatch.

5. Payments

5.1 All invoices are payable 30 days after the date of invoice (unless otherwise stated) if the Customer has an approved credit account.

5.2 If the Customer does not have an approved credit account, payment must be made before the goods are delivered or collected.

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5.3 The Company reserves the right to charge interest at 2% per month above the Bank of England base rate (or part) on any late payments and any legal charges incurred by the Company in collecting any overdue amounts which will be added to the Customer's account.

5.4 The Customer must not withhold payment because of any dispute or claim.

6. Delivery

6.1 Deliveries will be made to the delivery address nominated on the delivery document.

6.2 Where possible delivery will be made to Customer's requirements but this cannot be guaranteed and no liability will be accepted by the Company for late or wrong delivery of the goods.

6.3 Pallets remain the property of Instarmac Group plc and should be made available for collection in good condition.

7. Inspection, Shortages and Defects

7.1 The Customer must inspect the goods on delivery.

7.2 Any shortages must be marked on the delivery note and the sales office must be telephoned and informed, stating batch numbers where possible.

7.3 No refund/credit relating to damaged goods or packaging will be awarded by the company once the delivery note has been signed by the customer or the customer's representative.

7.4 Instarmac cannot accept liability in form of financial damages / claim due to lost working time in the event of silo downtime. Damage caused by misuse, operator error or lack of maintenance will be chargeable. There will be a charge for any relocation of silos on site.

8. Return of Goods

8.1 Goods must be within shelf life.

8.2 Goods must be in saleable condition

8.3 Customers will be charged as follows:

a) Goods returned by Customer 10% invoice value

b) Goods collected by Company 20% invoice value

c) No credit will be issued until Goods have passed a 'fit for resale'

d) Our 'Lifetime Guarantee' is for the product only. No cost will be accepted for application access, or other associated claim, and assumes that material has been applied correctly, and project purpose or use has not changed.

8.4 We will not accept goods back after 28 days unless it is a product performance issue

9. Warranties, Scope of Contract and Extent of Liability

9.1 Any descriptions, illustrations, specifications figures as to performance drawings and particulars of weights and dimensions.

9.1.1 submitted by the Company, or contained in the Company's catalogue's price lists or elsewhere, since they are merely intended to represent a general idea of the Goods and not to form part of the contract to be treated as representations.

9.1.2 Submitted by the Customers to the Company

9.2 Any technical information, recommendation, statement or advice furnished by the Customer to the Company

9.3 The application or use of the goods since the Company has no direct or continuous control over where and how they are applied.

9.4 The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the contract or any negligence breach of statutory duty or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the contract expect:

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9.4.1 for death or personal injury resulting from the Company's negligence and

9.4.2 as expressly stated in these conditions.

9.5 Subject to Clause 7, if the customer establishes that any of the goods have not been delivered, have been delivered damaged, are not of the correct quantity, or do not comply with their description, the Company shall at its option replace with similar goods any of the Goods which are missing, lost or damaged or do not comply with their description or allow the Customer credit for their invoice value.

9.6 If the Customer establishes that any of the goods are defective the Company shall at its option replace with similar Goods or repair any defective Goods or allow the Customer credit for their value.

9.7 In no circumstances shall the liability of the Company to the Customer under this condition exceed the invoice value for the goods.

9.8 These conditions do not restrict the Customer's statutory rights under the consumer legislation.

10. Title and Risk

10.1 Risk in the Goods passes to the Customer when they are delivered to or collected by the Customer.

10.2 Notwithstanding Clause 10.1, all goods supplied will remain the property of the Company until the amount due under the invoice for them together with all other sums owed by the Customer to the Company have been paid in full.

10.3 The Company may maintain an action for the price of any goods notwithstanding that title in them has not passed to the Customer.

10.4 Until the title passes the customer shall hold the goods as Bailee for the Company and shall store or mark them so that they can at all times be identified as the property of the Company.

10.5 If, before title passes to the Customer, the Customer has a petition for winding-up or administration presented against it, passes a resolution for voluntary winding-up, has a receiver or administrative receiver appointed, or convenes a meeting of or comes to any arrangement with creditors, then the Company may, without any liability to the Customer, terminate the Contract and: (etc as 9.5.1 and 9.5.2)

10.5.1 Repossess and use or sell any of the Goods and by doing so terminate the customer's right to use, sell or otherwise deal in them: and

10.5.2 for that purpose or determining what if any goods are held by the Customer and inspecting them, enter any premises of or occupied by the Customer

10.6 Until title passes the entire proceeds of the sale of the Goods shall be held in trust for the Company and shall be held in a separate designated account and not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's money.

11. Law and Jurisdiction

11.1 The Contract shall be governed by English Law and the Customer consents to the exclusive jurisdiction of the English Courts in all matters regarding it except to the extent that the Company invokes the jurisdiction of the courts of any other country.

12. Third Party Rights

12.1 Save as expressly provided, none of these conditions are intended to or will operate to confer any benefit pursuant to the contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to the contract.

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13. Data Protection

13.1 We may register details of the contract and the conduct of your account with any licensed credit reference agency. This and the information you have given about yourself may be used to help make credit decisions, to prevent fraud, for tracing debtors and for recovering our property. We may also disclose this information to any company or business associated with us and to any person acting on your behalf for any purpose connected with our business.

FD11

Rev 4

Verify that this is the correct revision before use

Uncontrolled if printed

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