

PROJECT EV



Credit Application for a
Business Credit Account

Project EV

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Company name:			
Phone:	E-mail:	Number of Years Trading:	
Registered company address:			
			Post Code:
VAT Registration Number:		Company Number:	
Sole Trader: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	LTD: <input type="checkbox"/>	PLC: <input type="checkbox"/>

BUSINESS AND CREDIT INFORMATION

Trading business address:			
			Post Code:
How long at current address?		Website:	
Telephone:		E-mail:	
Bank name & address:			

Personal Information for Sole Traders & Partnerships Only:

Name:	Name:
Date of Birth:	Date of Birth:
Home Address	Home Address
Post Code:	Post Code:
Accounts Department Contact	Name: Position:
	Phone (DDI):
People Authorised to Place Orders:	Name: Position:
	Name: Position:
Credit Limit Required	£

BUSINESS/TRADE REFERENCES

Reference 1- Company name:			
Address:			
			Post Code:
Phone:		E-mail:	
Reference 2- Company name:			
Address:			
			Post Code:
Phone:		E-mail:	

AGREEMENT

- All invoices are to be paid 30 days from the date of the invoice.
- Claims arising from invoices must be made within seven working days.
- By submitting this application, you authorize Project EV to make inquiries into the banking and business/trade references that you have supplied. In processing your application, we make enquiries of credit through reference agencies and other third parties who may record those enquiries. We may also disclose information about the conduct of your account to credit reference agencies and other third parties. The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention. I, the undersigned hereby confirm that if credit facilities are approved the account will be paid as per your normal monthly terms.

Must be signed by a director, partner or proprietor of the business

SIGNATURES

Title:	Title:
Date:	Date:

CREDIT ACCOUNT TERMS

In these credit account terms, "we" or "us" means Project EV (and "our" has a corresponding meaning), "you" means the customer that has applied to us for a credit account (and "your" has a corresponding meaning), "account" means any credit account you may have with us from time to time, and "account terms" means these credit account terms. References to a "consumer" are to an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

1 Application. These account terms will apply to the account.

2 Credit limits. We will from time to time set a credit limit (including VAT) for the account and tell you what it is. You must not place orders at any one time to a value exceeding your approved credit limit, taking into account unpaid invoices at that time.

3 Invoices and statements. You will be sent an invoice for each purchase and monthly statements showing details of all purchases which have been charged to the account together with payments received.

4 Payment. We must receive payment of the amount due shown on the most recent statement by the last working day of the month following the date of invoice. Any variation to these payment terms must be agreed in writing by us.

5 Interest and late payment charges. We may charge you interest on overdue accounts at the rate of 3% a year above the base rate of HSBC bank plc from time to time. This interest will be calculated on a daily basis until the receipt by us of the full amount, whether before or after judgment. In addition, you must reimburse us for any expenses reasonably incurred by us in the collection of overdue amounts.

6 Change of details. You must advise us in writing if there is any change to the information provided in your application.

7 Withdrawal of credit. We may withdraw your credit, withhold supply of goods or put the account on hold at any time and without prior notice.

8 Account closure. The account may be closed at any time by you or us on written notice. You must settle any outstanding amounts at the time the account is closed.

9 Conditions of sale. Unless you are a consumer (see above in these account terms), our standard terms and conditions of sale will apply to the sale of all goods by us. A copy of the standard terms and conditions is set out below.

10 No one else has rights. These account terms apply to you and us only. No one else may rely on any of the account terms. 11 Priority of account terms. These account terms will apply despite anything to the contrary in your purchase orders or any other documentation.

PERSONAL GUARANTEE PROVISIONS

In these personal guarantee provisions, "Project EV" means Project EV, "customer" means the individual, partnership, company or other corporate body that has applied to Project EV for a credit account, "guarantee" means any personal guarantee that has been given for the customer's obligations to Project EV, and "guarantor" means the guarantor(s) who has given the guarantee.

1 The guarantee is and will remain a continuing security and will cover the ultimate balance from time to time owing to Project EV by the customer.

2 The guarantor may give one month's notice in writing to Project EV to discontinue the guarantee but will remain liable for all the customer's obligations at the date notice is received by Project EV and for any further customer's obligations that arise before the expiry of the notice.

3 Project EV may apply any payments received for the customer to reduce any of the customer's obligations, as Project EV decide.

4 Without releasing or reducing the guarantor's liability, and without the guarantor's consent, Project EV may:

4.1 grant new or increased credit to the customer;

4.2 allow time to and agree, renew, vary or end any arrangements with the customer or any other person;

4.3 release, renew, vary or refrain from enforcing any security or guarantee held from the customer or any other person;

4.4 settle with or release from liability the customer or any other person.

5 Where the guarantor is more than one person (including the partners of a partnership):

5.1 all of them are jointly and individually liable under the guarantee, and references to the guarantor are to them together and separately;

5.2 the guarantee gives Project EV the same rights as if it were a separate guarantee by each guarantor;

5.3 if notice to discontinue the guarantee is given by any of them, the others will continue to be liable to Project EV under the guarantee, which will remain a continuing security;

5.4 Project EV may settle with or release from liability any of them, without releasing or reducing the liability of the others;

5.5 the liabilities of each of them under the guarantee are severable; if the guarantee, or any provision of it, is unenforceable against any of them, it will not affect the enforceability or continuation of the guarantee in respect of any others;

5.6 the guarantor's liability will not be affected, and the guarantee will remain a continuing security, if a partner leaves or joins the partnership, if the partnership dissolves, or if there is a change in the name or constitution of the partnership.

6 All consents, notices and demands with reference to the guarantee must be in writing. Project EV may deliver a notice or demand to the guarantor at the contact details last known to Project EV or at the address given in the application for the credit account.

7 A notice or demand signed by Project EV with reference to the guarantee will be effective at the time of personal delivery or on the second business day after posting. A business day is a weekday other than a national holiday in England and Wales.

STANDARD TERMS & CONDITIONS OF SALE

THESE TERMS DO NOT APPLY IF YOU ARE A CONSUMER. A CONSUMER IS AN INDIVIDUAL ACTING FOR PURPOSES WHICH ARE WHOLLY OR MAINLY OUTSIDE THAT INDIVIDUAL'S TRADE, BUSINESS, CRAFT OR PROFESSION.

1 Application of Conditions

These conditions of sale apply to all contracts between Project EV ("us", "we", "our" or "company") and the customer, unless otherwise agreed in writing by a director of Project EV. They shall apply in place of, and prevail over, any other terms or conditions, whether contained or referred to in the customer's order, or in correspondence or elsewhere, or implied by trade, custom, practice or course of dealing.

2 Formation of Contract

2.1 A contract shall only come into existence upon our acceptance of the customer's order or on delivery of the goods (whichever occurs first). A quotation given by us does not constitute an offer, and we may withdraw or revise a quotation at any time before our acceptance of the order or delivery.

2.2 When an estimate of quantity, measurement or advice in relation to a product for a particular purpose is given by us, this information is only for guidance (based on information provided by the customer) and is without liability on our part.

3 Delivery Dates and times

Delivery dates mentioned in any quotation, order, acknowledgement of order, or elsewhere are approximate only and the time for delivery is not of the essence. We shall not be liable for any delay in delivery of goods or failure to deliver goods that is caused by a force majeure event or the customer's failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of goods.

4 Delivery

4.1 All orders must state the place of delivery of the goods and where

a period is named for delivery the customer must take delivery within that period.

4.2 Delivery shall be completed when the goods are unloaded at the place of delivery (where we deliver the goods to you) or where the customer collects goods from our premises (as applicable).

4.3 Where the customer collects, or arranges collection, of the goods from our premises, the customer does so at its sole risk (except for death or personal injury caused by our negligence).

4.4 If the customer fails to take or accept delivery of goods within [three] business days of us notifying the customer that goods are ready then, except where such failure or delay is caused by a force majeure event or our failure to comply with our obligations under these terms:

4.5.1 delivery of the goods shall be deemed to have been completed at 9:00 am on the [third] business day after the day on which we notified you that the goods were ready; and
4.5.2 we shall store the goods until delivery takes place and charge you for all related costs and expenses (including insurance).
4.6 If ten business days after the day on which we notified you that the goods were ready for delivery you have not taken/accepted delivery of them, we may resell or otherwise dispose of part or all of the goods and, after deducting reasonable storage and selling costs, account to the customer for any excess over the price of the goods or charge the customer for any shortfall below the price of the goods.

5 Instalment of deliveries

We shall be entitled to deliver goods by instalments. Each instalment shall be treated as a separate contract. Any failure or defect in delivery of any one or more instalments, or delay in delivery of any one or more instalments, shall not entitle the customer to cancel the contract for any instalments already delivered or to be delivered in the future. Each instalment shall be paid for separately under these conditions as a separate contract.

6 Risk

Risk in the goods shall pass to the customer on completion of delivery or seven days after we notify the customer that the goods are available for collection or delivery, whichever first occurs.

7 Price

All quotations are valid for thirty days only. All prices are subject to change without notice. The price charged for goods will be that ruling on the date of order. Unless otherwise specified, VAT and any other tax or duty payable by the customer will be added to the price. All Goods delivered by the company, unless the company has been advised by the customer that the order is to be discontinued, are deemed to be accepted by the customer at the price shown on the invoice.

8 Payment

On approved credit accounts payment of invoices must be made in full without any deduction or set-off on or before the last day of the month following the date of invoice and time shall be of the essence. Any extension of credit allowed to the customer may be changed or withdrawn at any time. Should there be any default with a due payment, the entire balance of the credit account shall be payable forthwith. In addition, the company may terminate the contract due to late payment, and that of any related credit account. We may at any time set off any amount owing to us by the customer against any amount payable by us to the customer.

9 Interest

Interest shall be payable on overdue accounts at the rate of 3% per annum above the base rate of Barclays Bank plc and will accrue from day to day from the due date for payment until receipt by us of the full amount, whether before or after judgement. In addition, the customer must reimburse us for any expenses reasonably incurred by us in the collection of overdue payments. Without affecting any other remedies, failure by the customer to make payment in full when due, shall entitle us to withhold further deliveries under any contract with the customer and to make further deliveries subject to such conditions as to payment as we may decide are appropriate.

10 Property

10.1 Goods shall remain our property until the customer has paid (in cleared funds) all sums due to us on any account whatsoever. Until that time the customer must [hold them as bailee and] store them in such a way that they can be identified as our property.
10.2 Although the goods remain our property until paid for, they shall be at the customer's risk from the time of delivery and the customer must insure them against loss or damage accordingly.
10.3 The customer's right to possession of the goods shall cease if:
10.3.1 the customer has not paid for the goods in full by the expiry of any credit period allowed by this contract;
10.3.2 The customer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement;
10.3.3 A receiver, administrative receiver, liquidator or administrator is appointed in respect of the customer's business.
10.4 On cessation of the customer's right to possession of the goods, the customer must at his own expense make the goods available to us and allow us to repossess them.
10.5 The customer grants us, our agents and employees an irrevocable licence to enter any premises where the goods are stored in order to repossess them or inspect them at any time.
10.6 The customer will indemnify us against any liability in regard to any damage caused to premises or vehicles should repossession become necessary, where the damage could not reasonably be avoided.

11 Special cations

Unless expressly agreed in writing by us, all drawings, designs, special cations and particulars of weights and dimensions put forward by us in promotional material or otherwise are approximate only and we shall have no liability in respect of any deviation from them.

12 Liability

12.1 Nothing in these conditions shall limit or exclude our liability for:
12.1.1 death or personal injury caused by negligence;
12.1.2 Fraud or fraudulent misrepresentation; or
12.1.3 Any matter in respect of which it would be unlawful to exclude or restrict liability.
12.2 We shall not be liable to the customer:
12.2.1 For shortages in quantity delivered, unless the customer notifies us in writing within three days of receipt of the goods;
12.2.2 For damage to or loss of goods or part of a consignment in transit (where the goods are carried by our own transport or by a carrier on our behalf), unless the customer notifies us and the carrier (if any) in writing of any claim within ten days of receiving the goods or the scheduled date of delivery if earlier;
12.2.3 For defects in the goods caused by any act, neglect or default of the customer or any third party;
12.2.4 For defects in the goods if the customer is unable to produce on request satisfactory proof of purchase of the goods from us;
12.2.5 For defects in the goods which would have been apparent on inspection or testing before incorporation into building works and the customer did not make such inspection or tests;
12.2.6 For defects in the goods to the extent that the manufacturer of the goods has limited its liability and such limitation has been advertised or announced in trade literature or may otherwise be deemed to be known to the customer.
12.3 Subject to condition 12.1:
12.3.1 We shall under no circumstances whatever be liable to the customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and
12.3.2 our total liability to the customer in respect of all other losses arising under or in connection with a contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1m (one million pounds sterling).

13 Countermands and Returns

13.1 We cannot accept returns or countermands of goods obtained or made, or to be obtained or made, specially to the customer's requirements.
13.2 We shall be under no obligation to accept the return of goods in good order and condition, but if we agree to do so, we reserve the right to make a handling charge of 20% of the invoice price.
13.3 Goods returned without our prior written approval may, at our absolute discretion, be returned to the customer or stored at the customer's cost, without limiting any other remedy we may have.
13.4 We shall be under no obligation to accept countermands and cannot agree to do so in the case of goods ready for dispatch or in the process of manufacture.
13.5 We shall be under no obligation to issue a credit note for goods and cannot agree to do so unless proof of purchase can be made.

14 Warranty

14.1 Subject to these conditions of sale we warrant that we will make good any shortage or non-delivery, and/or as appropriate and at our option, replace, or repair, any goods found to be damaged, or which are defective by reason of faulty materials or workmanship, and provided that notice of the defect is given to us within ten days of delivery.
14.2 Subject to condition 12.1, all other conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the goods are excluded.

15 Withdrawal of Products

We will normally give prior warning of the withdrawal of a product or product line but shall not be under any legal obligation to do so. We cannot guarantee continuity of supply of any particular product or product line.

16 Confidentiality of Technical Information etc.

All knowhow, samples, models, designs and drawings relating to the goods or their development or creation are strictly confidential and shall remain our property (whether or not commissioned by the customer). The customer must not copy, use or disclose them or any part of them, without prior written consent.

17 Samples and Descriptions

17.1 Our providing of samples for analysis by the customer, or inspection of samples by the customer, shall not render any sale a sale by sample. 17.2 No guarantee, or warranty, is given that supplies will correspond exactly to the description or sample. The use of a description or sample shall not constitute the contract a sale by description and/or sample.

18 Tolerances

We shall be entitled to claim reasonable tolerances in respect of the goods and reserve the right to make adaptations to goods supplied by us due to technical developments. We give no condition or warranty that the goods are fit for any particular purpose for which the customer may require them. The customer must satisfy itself before ordering the goods that the goods are fit and suitable for the purpose for which the customer requires them.

19 Packaging

19.1 Any special packing stipulated by the customer will be charged to the customer's account. Any goods sent unpacked at the customer's request will be at the risk of the customer.

20 Specially Made goods

Where we manufacture or supply any goods or services in accordance with any specification, drawings, designs, sketches, instructions or directions submitted by the customer:

20.1 The customer agrees to indemnify us against all damages, losses, costs, claims or expenses we incur in connection with any claim made against us for infringement of the rights of any third party in the execution of the customer's order;

20.2 Any minor additions, omissions or defects which do not materially affect commercial or domestic use of the goods will not entitle the customer to refuse delivery;

20.3 We shall be under no liability to the customer in respect of any defect in the goods arising from any specification, drawing or design supplied by the customer.

21 Installation and Fitting

Where we have agreed to affect any installation, fitting or maintenance of goods supplied by us:

21.1 The customer must, at its own expense, provide suitable access to its premises and to the goods and other equipment to which the goods are to be fitted, suitable protection for the goods at all times after delivery, adequate lighting and power and all other facilities which we may reasonably require;

21.2 If for any reason installation, fitting or maintenance cannot be commenced at the time of delivery at the agreed time, as the case may be, the costs incurred by us as a result, including storage, unloading, and attendance of our employees and otherwise, is to be payable by the customer on demand.

22 Health and Safety

The customer shall be responsible for ensuring that all Statutory, Government or Local Authority regulations are complied with in relation to the use of any goods purchased from us. The customer shall ensure that all Instructions, Hand Books, Notices and Warnings issued with the goods are properly understood and complied with at all times by all persons using the goods or working within close proximity to them.

23 Insolvency and Default

If the customer:

23.1 Shall convene a meeting of its creditors; or

23.2 Shall commence negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or shall make a proposal for or enter into any compromise or arrangement with its creditors; or

23.3 Shall be subject of any other proposal for any composition, scheme of arrangement with, or assignment for, the benefit of its creditors; or

23.4 Shall suspend, or threaten to suspend, payment of its debts or shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) shall be deemed either unable to pay its debts or as having no reasonable prospect of so doing, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) shall have any partner to whom the same applies; or

23.5 Shall have a trustee, receiver or administrative receiver or similar officer appointed in respect of all or any part of its business or assets; or 23.6 shall be subject to a petition presented for its winding up or for the making of an administration order or if a notice of intention to appoint an administrator shall be given or if an administrator shall be appointed over the customer; or

23.7 Shall cease to carry on, or shall threaten to cease to carry on, its business or any substantial part of its business; or

23.8 Shall convene a meeting, or be the subject of a meeting convened, for any of the foregoing purposes; or

23.9 (being an individual) shall be the subject of a bankruptcy petition or order, or shall die; or

23.10 Shall commit any breach of the contract or any other contract between us and the customer; or

23.11 Shall exceed the authorised credit limit with the company, or the company has serious concerns as to the customer's solvency, we may without affecting any of our other rights stop any goods in transit and/or suspend further deliveries and/or by notice in writing to the customer immediately end the contract.

24 Force Majeure

Notwithstanding any other of these conditions, we shall not be liable to the customer for any loss or damage which may be suffered by the customers, as a direct, or indirect, result of the supply of goods by us being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond our reasonable control ("force majeure event") including (but not limited to):

24.1 Act of God, war, riot, strike, lockout, trade dispute or labor disturbance, accident, breakdown of plant or machinery, fire, flood, storm; or 24.2 Difficulty or increased expense in obtaining labor, materials or transport, or other circumstances affecting the supply of goods or of raw materials by our normal course of supply, or the manufacture of the goods by our normal means, or the delivery of the goods by our normal route or means of delivery.

25 Waiver

Failure on our part to enforce or exercise any of our rights shall not be treated as a waiver of any of our rights nor operate so as to bar the exercise or enforcement of them at any later time.

26 Third party rights

A person who is not a party to a contract shall not have any rights to enforce its terms.

27 Sub-contracting

We reserve the right to sub-contract the whole or part of the contract.

28 Assignment

The customer must not assign or purport to assign any contract without our prior consent in writing.

29 Governing Law

These terms and condition shall be governed by and construed in accordance with the laws of England and the parties submit to the jurisdiction of the English Courts.

30 Trading Style

Project EV is a trading Style of Project Better Energy LTD