



Elwyn Howells-Davies & Sons Ltd
GENERAL BUILDERS, PROJECT MANAGEMENT & BUILDING SUPPLIES
Tel/Fax:01483 548960

COMPANY DETAILS

Name:	Reg. No.:	Date Established:
Type of Company: (please circle appropriate)	Limited / Partnership / Sole Trader	
Contact Name Accounts Payable:		Tel. No.:
Contact Name Purchasing Department:		Tel. No.:

INVOICE ADDRESS

Name & Address:

Post Code:

Tel. No.;

Fax No

DELIVERY ADDRESS (if different from Invoice Address)

Name & Address:

Post Code:

Tel. No.:

Fax No.:

PARTNERSHIP / SOLE TRADER (in the case of partnership, please use both boxes to enter all partner details)

Name & Address:	Name & Address:
Post Code:	Post Code:
Tel. No.:	Tel. No.:

TRADE REFERENCES (please give two)

(1) Name & Address:	(2) Name & Address:
Post Code:	Post Code:
Tel. No.:	Tel. No.:
Fax No.:	Fax No.:

ACCOUNT DETAILS

Bank Details:

Market Category:	Name & Address:
Order Number Required? Yes / No	
Estimated Spend (per Annum): £	
Credit Limit Requested? £	A/C No.:
	Sort Code:

CUSTOMER DECLARATION:

I/We agree to the payment terms of thirty days from the end of the month of invoice and accept the terms and conditions stated overleaf.

Authorised Signature:.

Name & Title:

Date:.

CONTRACT OF SALE

1. Quotations will be made and orders will be accepted subject to the following Terms and Conditions, notwithstanding anything that might be stated to the contrary on any customer's order forms or in any correspondence. Where there is conflict between conditions and any conditions mentioned in or printed on any documents from our customer, these conditions will prevail except so far as we may expressly in writing agree to any variation.
2. Definitions. "The company" means EHD Ltd." The Customer "means the business or the person to whom the Company may agree to sell goods or services in accordance with the Company's "Standard Terms and Conditions of Sale"
3. All prices shown by the Company or quoted by the Company in the current price list are subject to revision by the Company at any time up to the date of delivery.
4. Cost Variations. Catalogues, price lists and any other material or promotional literature used by the Company are intended only as indications as to price and range of goods offered. No prices, descriptions or other particulars contained therein shall be binding on the Company. Any price quoted by the Company or shown in the current price list is subject to revision by the Company at any time up to the date of delivery.
5. Unless otherwise agreed in writing by the Company, all accounts are payable on a strict net monthly basis. Where payment is not made on, or before the date due, interest on the overdue amount will be charged and become payable at the rate of 5% above Lloyds tsb pic current base rate.
6. Any dispute or query with regard to any invoice must be made in writing to The Company within 14 days of the date of the invoice.
7. Payment of any invoice(s) may not be delayed beyond the due date in the event of any dispute or query concerning any other invoice(s).
8. From the time of the delivery, the goods shall be at risk of the customer who shall be solely responsible for their custody, but the goods shall remain the property of the Company until all payments under the Contract have been made in full and unconditionally credited to the Company's account
- 8.1 In the event of any re-sale by the customer of any goods, the beneficial entitlement to the Company shall attach to the proceeds of sale and such proceeds shall be held on trust for the Company by the customer, who will stand in a strictly fiduciary capacity in respect thereof
- 8.2 If the customer shall be in default in any payment due to the Company, the Company may demand the return of the goods and immediately upon receipt of such a demand, the customer shall, at its own expense, arrange to re-deliver the goods to the Company.
- 8.3 If the customer shall fail to comply with the preceding clause, the Company shall be entitled to take such lawful steps as it may think fit to take to re-take possession of the goods.
9. Where the value of goods of any order exceeds £100.00 (or whatever the amount may be in the current price list) the cost of delivery of the Goods to any premises on the mainland of Great Britain shall be included in the contract price. In all other circumstances, or where the customer requests delivery in a manner other than that selected by the Company, prices are exclusive of carriage and insurance.
10. Any time or date for delivery specified in the acknowledgement is an estimate only, unless otherwise agreed between the Company and the Customer in writing. The failure by the Company for any cause whatsoever to meet the estimated delivery date shall not entitle the customer to reject the goods when they are delivered and the Company shall not be liable to make good any damage or loss arising directly or indirectly out of any such delay
11. The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from, or hindered, or delayed in delivering the goods by normal route or means of delivery through any circumstances beyond its control including, but not limited to, strikes, lock-outs, accidents, war, fire, shortage or unavailability of raw materials from normal source of supply.
12. Return of Goods:
 - 12.1 Notice by the customer of intent to return goods, for whatever reason, will not be accepted by the Company unless received within 7 days of delivery.
 - 12.2 Goods supplied in accordance with the contract cannot be returned without the Company's prior written authorisation. The goods may then be subject to a handling charge of 15% of the value of the goods. Duly authorised returns shall be sent to the Company's premises at the customer's expense.
 - 12.3 All items must be in re-saleable condition and in original packs. Items not in a saleable condition will not be accepted for return.
13. No condition or warranty is made, given, or to be implied as to the life or wear of the goods supplied or that they will be suitable for any purpose or for any use under specific circumstances unless;
 - 13.1 The Company has been advised by the customer that the goods are required for a particular purpose or for use under specific conditions
 - 13.2 The Company has advised the customer in writing that the goods are fit for, or suitable for such purpose or condition.
 - 13.3 The customer shall prove that the customer has relied on such advice from the Company.
 - 13.4 The customer shall prove that the goods have been handled and installed strictly in accordance with the manufacturer's instructions, advice from the Company and usual building industry practice and procedure.
14. The customer undertakes, for the purposes of the Health and Safety at Work Act 1974 that it will take all necessary steps to ensure that the Goods will be used in accordance and in a manner, which is safe, and without risk to health.
15. These conditions shall be subject to, and construed in accordance with English Law.