

- Builders Merchants
- Manufacturers of Roof Trusses & Timber Mouldings
- Engineered Timber Specialists



QUINN
BUILDING SUPPLIES

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BUSINESS APPLICATION TO OPEN A NEW CREDIT ACCOUNT

Full trading name: _____

Registered Name (if different): _____

Company Registration No.: _____

Is the business limited? Yes No

VAT Registration No.: _____

How long established? _____

Registered Address: _____

_____ Postcode: _____

Type of Business: _____

Invoice Address (if different): _____

_____ Postcode: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

How long established? _____

Trade Credit References:

1. Company Name: _____

Company Address: _____

_____ Postcode: _____

Telephone No: _____

Fax No: _____

2. Company Name: _____
Company Address: _____

_____ Postcode: _____

Telephone No: _____
Fax No: _____

3. Company Name: _____
Company Address: _____

_____ Postcode: _____

Telephone No: _____
Fax No: _____

Credit Limit Required (Per Month):

Bank Details

Bank Name: _____

Bank Address: _____

_____ Postcode: _____

Sort Code: _____

Telephone No: _____

Goods are delivered, accepted and held by you as a Trustee in their separately identifiable state and shall not be incorporated into any final product until they have been paid for in full by you when ownership is passed to you. Until payment is made you must upon request return possession of the goods. All goods will be supplied solely on these terms which, if you do not accept, please indicate immediately. If the goods have already been supplied please return the same immediately.

Person to Contact about Account

I _____ am responsible for payments of all money due on this account.

I understand that all accounts are on a monthly basis meaning materials obtained in one month are due for payment no later than the 30th day of the month following purchase.

I agree to pay interest, calculated on a daily basis, on all overdue accounts.

Any goods supplied by us, will be under our terms and conditions of sale, a copy of which is available on request. I have read the terms & conditions of sale of Quinn Building Supplies Ltd and accept them.

I HAVE READ THE CONDITIONS OF SALE OF QUINN BUILDING SUPPLIES LTD AND ACCEPT THEM.

Signed by: _____

Print Name: _____

Position: _____

Date: _____

NB: No credit can be given until this form has been completed in full and returned to Quinn Building Supplies Ltd.

Q.B.S LTD TERMS & CONDITIONS OF SALE

1. DEFINITIONS

1.1. In these Terms and Conditions:

“Acknowledgement” means a written acknowledgement of a Buyer’s order to buy Goods, which is issued by the Seller.

“Buyer” means the party who purchases Goods from the Seller. The Buyer will be deemed to be acting as a consumer where he/she is not dealing with the Seller in the course of their trade, business or profession.

“Delivery Note” means the document supplied to the Buyer with the Goods confirming the nature and quantity of the Goods and the Price.

“Contract” means the contract between the Buyer and Seller created in accordance with clause 2.3.

“Contract Documents” means these terms and conditions and the terms of any Acknowledgement (and any documents referred to in the Acknowledgement) or (if no Acknowledgement is issued) any Delivery Note issued by the Seller.

“Goods” means the goods sold by the Seller to the Buyer.

“Price” means the price of the Goods as set out or referred to in the Acknowledgement and/or the Delivery Note. “Quote” means a quote issued by the Seller.

“Seller” means Quinn Building Supplies Limited or its group, subsidiary or associated companies where appropriate.

1.2. The Buyer should read and understand these Terms and Conditions before submitting an order for or accepting Goods from the Seller. The Buyer will be bound by these Terms and Conditions once its order is accepted by the Seller in accordance with clause 2.3. The Buyer may also be required to sign an account opening form and return the same to the Seller which, for the avoidance of any doubt, will constitute confirmation by the Buyer that all purchases of Goods by it from the Seller will be made subject to these Terms and Conditions.

2. GENERAL

2.1. The terms of the Contract Documents will apply to all sales, and no variation or purported variation, whether before or after the making of the Contract, and no other terms (including without limitation any terms and conditions on any purchase order, acceptance of a Quote, confirmation of order, or otherwise) that may be issued by the Buyer, will have effect unless expressly agreed to in writing in advance by the Seller.

2.2. The Seller may issue a Quote upon request by the Buyer. The Quote does not constitute an offer that is capable of acceptance by the Buyer. Alternatively in the absence of any Quote, the Buyer may issue an order to the Seller either verbally or in writing to purchase Goods. Each order or acceptance of a Quote for Goods by the Buyer shall be deemed to be an offer by the Buyer to purchase Goods from the Seller subject to these Terms and Conditions.

2.3. The offer referred to in clause 2.2 will not be accepted, and the Contract for the sale of the Goods will not be formed, until either: (i) the Seller issues an Acknowledgement of the order to the Buyer, or (if earlier) (ii) delivery of the Goods by the Seller, in accordance with clause 4.1, whereupon a Contract for the sale of the Goods to the Buyer will be formed, upon the terms of the Contract Documents.

2.4. The Seller will not issue Acknowledgements in relation to orders by Buyers acting as consumers, unless the order relates to Goods which are made to the Buyer’s specifications or are clearly personalised, or are Goods which, by reason of their nature, cannot be returned.

2.5. The Buyer should check that the details in any Acknowledgement or Delivery Note are complete and accurate. 2.6. Quotes are provided on the basis that no contract will come into existence otherwise than in accordance with these Terms and Conditions. Quotes are valid for a period of 30 days from their date, provided that the Seller has not previously withdrawn it.

2.7. In the event of any inconsistency between the terms of the Contract Documents, the following order of priority will apply: (i) the Acknowledgement, (ii) any documents referred to in the Acknowledgement (iii) these Terms and Conditions.

2.8. Any samples, drawings, descriptions or advertising issued by the Seller, and any descriptions or illustrations contained in the Seller’s catalogues or brochures, are issued or published solely to provide the Buyer with an approximate idea of the Goods they describe. They do not form part of the Contract between Buyer and Seller for the sale of the Goods and do not constitute an offer to the Buyer to purchase the Goods that is capable of acceptance.

2.9. Subject to clause 2.10 below any implied terms including those implied by sections 13 to 15 of the Sale of Goods Act 1979 are to the fullest extent permitted by law, excluded from the Contract.

2.10. Where the Buyer is acting as a consumer (that is acting outside of a trade or profession) nothing in these Terms and Conditions will affect the Buyer’s statutory rights (and by way of example clause 2.9 will not apply).

3. TRANSFER OF OWNERSHIP

3.1. The full legal and beneficial title to the ownership of the Goods shall remain with the Seller until the Buyer has paid the Seller in full in respect of such Goods and all of the sums due by the Buyer to the Seller.

3.2. If the Buyer (when dealing otherwise than as a consumer) sells or otherwise disposes of the Goods before payment in full as aforesaid has been made to the Seller, the Buyer will in such case hold all monies received by it from such sale or disposal in trust for the Seller.

3.3. So long as the property in the Goods remains in the Seller, the Buyer will hold the Goods as bailee for the Seller and, where the Buyer deals otherwise than as a consumer:

3.3.1 The Buyer will store the Goods so as to clearly show them to be the property of the Seller;

3.3.2 the Buyer will insure and keep insured the Goods on the Seller's behalf in an amount at least equal to the Price;

3.3.3 the Buyer will hold upon trust for the Seller absolutely all proceeds of such insurance and the Buyer shall not place such proceeds with any other money nor pay the proceeds into an overdrawn bank account;

3.3.4 the Seller will have the right, without prejudice to the obligations of the Buyer to purchase the Goods, to re-take possession of the Goods (and for that purpose to go upon any premises occupied by the Buyer);

3.3.5 the Buyer shall notify the Seller immediately if it becomes subject to any of the events listed in clause 10.2.

3.4. Nothing in this clause will confer any right upon the Buyer to return the Goods that it would not otherwise have. The Seller may maintain an action for the Price notwithstanding that property in the Goods has not vested in the Buyer. 3.5. For as long as the money is due by the Buyer to the Seller, the Seller shall be entitled to enter any premises where the Goods are located to take possession of and to resell same and for this purpose, the Buyer hereby grants the Seller an irrevocable right and licence to enter any such premises. This right shall continue notwithstanding termination of any contract between the Seller and the Buyer for any reason and shall be without prejudice to any accrued right of the Seller. In the event of the Seller recovering the goods, it shall retain all payments made, if any, for the Goods as damages for breach of Contract.

4. DELIVERY

4.1. Delivery of Goods will be deemed to occur upon signature by or on behalf of the Buyer of the Delivery Note presented to the Buyer with the Goods, confirming physical delivery of the Goods. The Goods will be delivered to the Buyer's premises (or other address agreed between the parties). The Seller and the Buyer may agree that the Buyer will collect the Goods from the Seller's premises, in which case the Buyer will be entirely responsible for loading the Goods onto its nominated form of transport, and for transporting the Goods to its premises, at its own expense.

4.2. Any times quoted for delivery are estimates only and the Seller will not be liable for failure to deliver within the time quoted.

4.3. The Seller will be entitled to make partial deliveries or deliveries by instalments, and these Terms and Conditions will apply to each partial delivery.

4.4. Where the Buyer is unable or unwilling to accept delivery of any of the Goods when the Seller attempts to deliver them or (if applicable) when the Seller has notified the Buyer that they are ready for delivery or if the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations then:

4.4.1. all risk in the Goods shall pass to the Buyer;

4.4.2. the Goods will be deemed delivered; and

4.4.3. the Seller may store the Goods itself or, at the Seller's option, store them with a third party until acceptance of delivery by the Buyer and the Seller will be entitled to charge the Buyer for all related costs and expenses, including without limitation storage and insurance costs (the "Non-acceptance Costs"). Non-acceptance Costs can be invoiced to the Buyer at any time after they have begun to be incurred by the Seller, and will be paid by the Buyer within 30 days of the relevant invoice date.

4.5. If the Buyer has not taken delivery of the Goods within two weeks of the Seller notifying the Buyer that the Goods have been placed into storage as described in clause 4.4, the Seller may after giving the Buyer reasonable notice in writing, resell or otherwise dispose of part or all of the Goods. Where the Buyer has already paid the Seller for the Goods, and is dealing as a consumer, the Seller will refund the Price actually paid by the Buyer for the Goods (but only to the extent that such price has been recovered by the Seller from a subsequent sale of the Goods, and after deduction from such price of the Non-acceptance Costs).

4.6. Where the relevant Delivery Note specifies that the Goods are being sold 'Free on Board' (FOB) or 'Cost, Insurance and Freight' (CIF) as those terms are understood in the Incoterms 2010, (which will not apply where the Buyer deals as a consumer) the responsibility of the Seller in respect of the Goods shall cease immediately once the Goods are placed on board the ship.

4.7. Where the Buyer deals otherwise than as a consumer, no claim for damages, shortages, losses, credit or exchange will be considered unless the Seller is advised of the same in writing within 7 days of the date of delivery.

5. RISK OF LOSS OR DAMAGE

5.1. The Buyer will carry all risk of loss of and damage to the Goods from the time of delivery (or deemed delivery) of the Goods to the Buyer.

6. PRICES

6.1. Unless otherwise agreed in writing, all prices will be based on the Seller's price list as published from time to time. The Seller's price list is liable to change at any time (but any changes will not affect orders that have already been submitted to the Seller). The Price will be confirmed in the relevant Acknowledgement or Delivery Note.

6.2. Except in relation to a Buyer who deals as a consumer, the Seller reserves the right at any time prior to delivery of the Goods to adjust the price to take account of market rates and any increase in the costs to it of materials, labour, freight and services or of any currency or currency fluctuations which increase its costs of sale in relation to the Goods.

6.3. If the Seller arranges for the delivery of the Goods to any location and/or arranges insurance for the Goods and/or incurs packing costs, the cost thereof will be added to and will form part of the Price of the Goods. Such costs will be notified to the Buyer prior to acceptance of the Buyer's order.

7. TERMS OF PAYMENT

7.1. Payment shall be made by the Buyer to the Seller in Euro or Sterling as specified on the relevant Acknowledgement or Delivery Note. Unless otherwise agreed in writing, payment will be made by the Buyer in full, cleared funds on or before the last working day of the month following the month of issue of the relevant invoice. 7.2. If the Buyer has failed to pay for Goods received by it in accordance with clause 7.1, the Seller reserves the right to cease further deliveries of Goods to the Buyer without liability and without prejudice to any other rights or remedies that the Seller may have until the Buyer has made full payment in respect of Goods already supplied to it.

7.3. The Buyer shall pay to the Seller interest on overdue amounts or balances outstanding and accruing on a daily basis from the due date for payment until payment is made in full at the rate of three per cent above the base rate of HSBC Bank plc from time to time.

7.4. Any monies received from the Buyer shall first be applied to settle outstanding interest charges and shall then be applied at the Seller's discretion to any unpaid invoice.

7.5. The Seller may open an account for transactions with the Buyer upon the receipt of two trading references from the Buyer that the Seller considers satisfactory in its sole discretion. Pending confirmation of the opening of an account, the Seller may require that Goods are paid for on a 'Cash On Delivery' basis or on the basis that payment is made in advance of delivery. The Seller may withdraw or suspend account facilities at its discretion upon the giving of written notice and thereafter payment may be required prior to the delivery of Goods.

7.6. Nothing in this clause will be taken as limiting any of the Seller's other rights and/or remedies pursuant to the Contract.

7.7. The Seller reserves the right to charge the Buyer any legal or other expenses incurred in the collection of overdue accounts.

8. REMEDIES FOR ANY DEFECTS

8.1. The Seller warrants that on delivery the Goods shall conform in all material respects with the product specification. The Buyer should note that changes in appearance of the Goods may occur due to natural weathering and the Seller shall not be liable should this occur.

8.2. The warranty above does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by the Buyer or any third party, the Buyer's failure to follow the Seller's instructions, or any alteration or repair the Buyer carries out without the Seller's prior written approval.

8.3. Where the Goods do not comply with the warranty in clause 8.1, or any other warranty implied by law, clauses 8.4 and 8.5 will apply.

8.4. Where the Buyer deals as a consumer, the Buyer may return the Goods to the Seller within 28 days. The Seller will check that the Goods do not conform with clause 8.1. Where they do not conform, the Seller will at its discretion:

(a) Repair the Goods;; or

(b) Replace the Goods; or

(c) Provide the Buyer with a full or partial refund.

8.5. Where the Buyer deals otherwise than as a consumer, the Seller will at its option either replace the Goods or issue credit to the Buyer to the value of the Goods, provided that:

8.5.1. the Seller is notified in writing within 7 days of the discovery of any such defects by the Buyer and in any event not later than 14 days after purchase;

8.5.2. the relevant Goods are returned to the Seller at the cost of the Buyer, in their original packaging and in good condition;

8.5.3. the Buyer will pay to the Seller the cost (as stated by the Seller) of any examination of the Goods as a result of which the Seller (in its reasonable opinion) does not admit liability;

8.5.4. the Seller will not replace or issue credit in relation to Goods made to the Buyer's specification.

8.6. The provisions of clauses 8.4 and 8.5 (as applicable) provide the Buyer's full remedy for breach of the warranty in clause 8.1.

9. LIMITATION OF LIABILITY

9.1. Nothing in these Terms and Conditions will operate to limit or exclude the liability of either party for (i) death or personal injury resulting from negligence, (ii) fraud, or (iii) any other liability that cannot lawfully be excluded.

9.2. Subject always to clause 9.1:

9.2.1. Where the Buyer deals as a consumer, the Seller's liability for breach by it of the Contract or for tort (including without limitation negligence) or otherwise in connection with the Contract will be limited to the Price actually paid by the Buyer for the Goods, plus those losses that are a foreseeable consequence of the breach.

9.2.2. Where the Buyer deals otherwise than as a consumer, the Buyer acknowledges that it can benefit from the availability of commercial insurance and, as such, the Seller's liability for any claim, whether in contract, tort (including without limitation in negligence) or otherwise in connection with the contract will be limited to the lesser of (i) the Price actually paid by the Buyer for the Goods, or (ii) £10,000.

9.3. In no event will either party be liable for: (a) Loss of profit; (b) Loss of income or revenue; (c) Loss of business; (d) Loss of anticipated savings; (e) Loss of data; or (f) Any other indirect or consequential losses.

10. CUSTOMER'S INSOLVENCY OR INCAPACITY

10.1. If the Buyer becomes subject to any of the events listed in clause

10.2, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due. 10.2. For the purposes of clause 10.1, the relevant events are:

- (a) the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of article 103 of the Insolvency (NI) Order 1989, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (d) (being an individual) the Buyer is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
- (g) (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- (i) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2 (a) to clause 10.2(h) (inclusive);
- (j) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- (k) the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. INFRINGEMENT

11.1. The Buyer will indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done or the supply of Goods in accordance with the Buyer's specifications where such specifications involve the infringement of any patent, registered design, copyright, trademark, confidential information or any other industrial or intellectual property rights.

11.2. For the avoidance of doubt, unless otherwise agreed in writing all intellectual property rights in all plans, designs, drawings, samples and specifications relating to the Goods belong to the Seller and/or upon creation will vest absolutely in the Seller.

12. FORCE MAJEURE

The Seller will not be under any liability of whatever kind for non-performance in whole or in part of its obligations under the Contract due to causes beyond the reasonable control of the Seller including, but not limited to, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, failure or delay in transportation, acts of any Government or any agency or sub-division thereof, Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of God, delay in delivery to the Seller or the Seller's suppliers or shortage of labour, electricity, fuel, raw materials or machinery.

13. ASSIGNMENT

The Buyer will not assign or transfer or purport to assign or transfer to any other person the Contract or the benefit thereof or the benefit of any condition, warranty or guarantee or other term or condition (express or implied) forming part thereof or relating to the Goods without prior written consent of the Seller. The Seller may sub-contract, assign or transfer the Contract (or any of its obligations under the Contract) or the benefit thereof to any third party.

14. HEADINGS

The headings of these Terms and Conditions are for convenience only and shall have no effect on the interpretation of the Terms and Conditions.

15. SEVERANCE

If any court or competent authority decides that any of the provisions of the Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

16. DATA PROTECTION

Personal data (as the same is defined in the Data Protection Act 1998) relating to the Buyer or the Buyer's employees acquired by the Seller may be processed by or on behalf of the Seller in connection with the provision of the Goods and may be used by the Seller for marketing other similar goods or services to the Buyer.

17. WAIVER

Waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18. VARIATION

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

19. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under or in connection with it.

20. GOVERNING LAW

These Terms and Conditions shall be governed by the laws of Northern Ireland and the parties hereby submit to the exclusive jurisdiction of the Courts of Northern Ireland.