



EL Oils Limited

Wood End Lane, Fradley Park, Lichfield, Staffordshire WS13 8NG

Tel: 01543 252 301 Email: sales@el-oils.com

www.el-oils.com

Partnered With



Credit Application Form

Company Name:			
Registered Address:			Delivery Address (if different)
	Postcode		

Nature of business:				
Business Type:	Private LTD <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>	PLC <input type="checkbox"/>
Number of Years Trading:				
Company Registration No:				
VAT Registration No:				

Ultimate Parent Company (if applicable)		N/A <input type="checkbox"/>	
Registered Company Address:			Proprietors Home Address:
	Postcode		

Account Contact Details				
Full Name:				
Position:				
Telephone:				
Email: (Invoices)				
Email (Statements):				

Buyer Contact Details				
Full Name:				
Position:				
Telephone:				
Email:				

Site Contact Details				
Full Name:				
Position:				
Telephone:				
Forklift On Site?	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Site Opening Times:				



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Credit Terms

Credit Limit Required: £

Payment Date: Net 30 End of Month + 15 Days End of Month + 30 Days

Payment Method: BACS Card

Trade Reference 1

Company Name

Contact Name

Contact Number

Trade Reference 2

Company Name

Contact Name

Contact Number

Declaration

Print Full Name

Signature

Job Title

Date

By signing this credit application form, I / we agree to the full terms and conditions of sale, copy available on request. Credit terms may be removed at any time as part of our credit control policy. Goods remain the property of EL Oils Limited until payment is received in full. Should payment not be made by the due date on our invoice, we reserve the right to instruct legal action and / or recover the goods supplied.

INTERNAL USE ONLY

Terms Granted Net 30 End of Month + 15 Days End of Month + 30 Days

Credit Granted £

Authorised By

Account Number

Sales Person Rep Code:



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CONDITIONS OF SALE

“Seller” means EL Oils Limited, its successors or assignees.

“Buyer” means the party ordering the product from the Seller.

1. Prices.

All prices are quoted exclusive of VAT. If applicable, VAT shall be added to the price at the current rate at the time of invoicing.

2. Payment.

a) All goods must be paid in full for by the Buyer in accordance to the terms agreed as per your credit application form. Should payment not be made by the due date, EL Oils Limited reserves the right to instruct debt recovery agents and/or recover the goods supplied, up to the value of the sale price of the goods plus any additional expenses incurred.

b) Without prejudice to all rights available as per Common Law the Seller reserves the right in the event of the Buyer not complying with the agreed provisions as to payment to suspend further supply, until the agreed terms of payment have been fully complied with by the Buyer to the Seller's satisfaction. In the event of such suspension of supply the Buyer shall have no claim against the Seller for the late delivery or late completion of services and furthermore the Seller shall be entitled to charge the Buyer the cost of 'waiting time' and any other expenses incurred as a direct result of the suspension of supply or for the breach or non-observance by the Buyer of the conditions as to payment herein set out.

c) Without prejudice to any right that would be otherwise available to it, the Seller reserves the right to charge interest in respect of all amounts remaining unpaid on the relevant payment date as from the day following such payment date as may be expressly agreed between the Buyer and the Seller which shall in default of such express agreement be at a rate of interest equal to 5% above the base rate of the National Westminster Bank plc for the time being in force.

3. Acceptance of Quotations.

a) No binding Contract between Buyer and Seller shall be deemed to have been effected except in accordance with any quotations submitted by the Seller and until the Order constituting the acceptance of such quotations has been accepted in writing by the Seller.

b) Subject to the provisions of the sub-clause (a) hereof no quotation undertaken by the Seller shall be available for acceptance by the Buyer more than 5 days after the same shall have been submitted by the Seller to the Buyer.

c) At any time prior to acceptance by the Seller of the Buyer's Order the Seller reserves the right to amend or alter any quotation submitted by the Seller to the Buyer.

4. Sub-Contractors.

The Seller shall be entitled without the prior consent of the Buyer to sub-contract the whole or any part of the Contract or to employ any independent contractor to perform its obligations under any such Contract. In so doing, none of the obligations accepted hereunder by or the rights conferred on the Seller shall in any way be negated or varied.

5. Delivery and Title Passing.

a) Any time or date named by the Seller for the delivery is given and intended as an estimate only. The Seller shall not be liable to make good any damage or loss whether arising directly or indirectly out of the delay in the delivery.

b) Unless otherwise agreed in writing the RISK in the goods shall pass to the Buyer on the delivery to the Buyer or their agents, which delivery shall be taken as occurring when the goods are off loaded from the Seller's (or their agent's) vehicle at the agreed delivery point.

c) The PROPERTY in the goods shall pass to the Buyer on the happening of the latter of the following events, namely either

1. When the risk passes to the Buyer, or
2. When the Buyer shall have discharged and paid to the Seller all sums or debts outstanding or owing from the Buyer to the Seller whether in respect of any other matter or obligation whatsoever.

d) The Buyer specifically agrees and authorises the Seller to obtain access to its premises and those of its Associated and Subsidiary Companies to which the provisions of Conditions 6 hereof apply in the event of the non payment of the purchase price to facilitate the collection of the products from the Buyers premises of the said associated Subsidiary Companies by the Seller or its appointed agents.

e) The Seller is not responsible for any loss or damage whatsoever resulting to the Buyer from any interruption of, or failure in, delivery occasioned by any failure whatsoever of the Buyer to provide suitable means or facilities for the reception of the goods. Off loading and storage are the responsibility of the Buyer and the Seller shall not be liable for the cost of such off loading or storage.

f) The Buyer (or its representative) shall attend and, as appropriate, assist with the delivery of the Seller's product.

g) There shall, at the delivery, be suitable storage facilities and equipment which shall meet all statutory regulations that may be in force relating to Health & Safety and Environmental requirements, so as to enable the safe delivery of the product. The Buyer shall not permit smoking or naked lights or flames in the vicinity of the delivery point.

6. Partial Delivery.

a) In the event of an out break of hostilities (whether war is declared or not) in which the United Kingdom is involved or in the event of National Emergency or if the Seller's works should be either directly or indirectly so engaged on Government orders or Orders under priority direction so as to prevent hinder or delay work on other Orders the Seller shall be entitled at any time on notice to the Buyer to make partial deliveries only or to determine the Contract without prejudice in either case to rights accrued in respect of deliveries already made.

b) In the case of partial completion of an Order the Seller shall be entitled to quantum meruit claim in respect of all work done by it without prejudice to its rights should non - completion be occasioned by the Buyer.

7. Liability.

a) The Seller shall not be liable for any loss or damage whatsoever caused by or arising out of or in connection with the use or handling of the Seller's product after the risk therein has passed to the Buyer. The Buyer shall indemnify the Seller against all claims which may arise and



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be brought against the Seller for loss and damage and against all associated costs and expenses incurred by the Seller in connection with the said claim, other than caused by the Seller's negligence including the costs and expenses of investigating any such claims.

- b) The Buyer shall be responsible for ensuring that any obligations, requirements or recommendations in respect of Health, Safety and the Environment relating to the Product delivery or collected thereunder are complied with under the laws, statutes, regulations or directives in force.
- c) The Buyer shall indemnify and keep indemnified the Seller against any liability, claim, proceedings, costs or expenses whatsoever arising out of or in connection with any failure to comply with the obligations set out herein.

8. Ullage.

Where bulk deliveries are required, it is the Buyers responsibility to ensure that there is sufficient ullage in the tank to accept the quantity ordered.

9. Force Majeure.

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military power the Seller shall be relieved of liabilities incurred under their Contract wherever and to the extent to which the fulfilment of such obligations are prevented hindered frustrated or impeded as a consequence of any such event or by any such statute rule regulation order or requisition issued by any Government Department, Council or other duly constituted authority and here including legislation or other enactments of any institution of the European Union or from strikes, lock-outs, work-ins, or other industrial action, break down of plant or any other cause (whether or not of a like nature) beyond the Seller's control.

10. Determination of Contract.

If the Buyer shall make default in or commit a breach of the Contract or any of its obligations to the Seller or if any distress or execution shall be levied upon the Buyer's property or assets or if the Buyer shall make or offer to make any arrangement or composition with its creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or being a Limited Company or Corporation any Resolution or petition to wind up such Company's business (other than for the purpose of voluntary re-construction or amalgamation) shall be passed or presented or if a Receiver of such company's assets, undertakings and property or part thereof shall be appointed then the Seller shall have the right forthwith to determine any Contract then subsisting and upon written notice of such determination being posted to the Buyer at the Buyer's last known address or Registered office any subsisting Contract shall be deemed to have been determined without prejudice to any claim or right the Seller may otherwise make or exercise.

11. Law of the Contract.

The contract shall be subject to and be construed in accordance with English Law.

12. Unfair Contract terms Act 1977

Such part of the wording of any of these Terms and Conditions shall not apply: -

- a) In so far as such wording excludes or restricts the liability of the Seller in respect of damages for personal injury or death, and
- b) In any other case in so far as the same would not be reasonable for the purposes of the provisions of the Unfair Contract Terms Act 1977 (The Act). However, except in the case of claims in relation to death or personal injury the Buyer shall be restricted to recover as damages for any breach of Contract or duty by the Seller to the lowest sum which would be fair and reasonable having regard to all the circumstances taken into account under the provisions of the Act.

The above-mentioned Terms and Conditions shall be read accordingly.

13. Any neglect, forbearance or indulgence on the part of the Seller shall not constitute a waiver of the right or remedy of the Seller.

14. The buyer shall take delivery of the product at a delivery point on such days and between such hours as may from time to time, be reasonably specified by the Seller and the Buyer shall ensure that the Seller is informed of any particular delivery requirement. The delivery or collection date or dates given are estimates only but the Seller shall use every reasonable effort to meet the delivery or collection dates specified.