



Fleet Components



Application for Credit

BUSINESS CONTACT INFORMATION			
Company Name		Date Started Trading	
Trade Name		☐ Sole Proprietorship	
Contact Name		☐ Partnership	
Phone Number		☐ Corporation	
Fax Number		☐ Other	
E-Mail			
Registered Company Address:		Delivery Address:	
Postal Address:			

BUSINESS AND CREDIT INFORMATION			
Company Registration Number		Bank Name	
Nature Of Business		Bank Address	
Vat Number			
Credit Limit Required	£		
Accounts Contact			
Accounts Email Address			
		Phone Number	
Invoice By Email	Yes ☐ No ☐	Account Number	
Statement By Email	Yes ☐ No ☐	Sort Code	

BUSINESS/TRADE REFERENCES			
Company Name (1)		Phone Number	
		Fax Number	
Address		E-Mail	
		Contact	
Postal Code			
Company Name (2)		Phone Number	
		Fax Number	
Address		E-Mail	
		Contact	
Postal Code			

Company Registration No. 2294429
 Directors R. J. Gamlin, K. Ravenscroft, S. J. Gamlin, S. L. Do Prado
 Fleet Components is a Division of Flintmanor Limited

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 Pinhoe Trading Est
 Venny Bridge
 Exeter, EX4 8JN
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 Fax: 01392 462582

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 Pathfields Industrial Est
 South Molton
 EX36 3JB
 Tel: 01769 575700
 Fax: 01769 579253

Unit 14
 Edgcumbe Trade Park
 Edgcumbe Road
 Saltash, PL12 6LD
 Tel: 01752 847106
 Fax: 01752 848979

Unit 4A
 Victoria Road
 Industrial Est
 Roche, PL26 8LX
 Tel: 01726 891106
 Fax: 01726 891165

Unit 12
 Millfield Trading Est
 Chard
 TA20 2BB
 Tel: 01460 63038
 Fax: 01460 68907

Camelot Works
 Sparkford
 Yeovil
 BA22 7LH
 Tel: 01963 400450



AGREEMENT

- I have read and understood the Company's Terms and Conditions for the Supply of goods and Service and agree to abide by them.
- 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 Flintmanor Ltd to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Signature		Signature	
Print Name		Print Name	
Position		Position	
Date		Date	

TERMS AND CONDITIONS

1. Definitions and Interpretations.

- In these terms "we" or "us" and "Company", means the member company of the Flintmanor Ltd group, specified in the contract for the sale of goods and/or services to you, "you" means the person, firm or company who purchases the goods and/or services from us; and "our" and "your" shall be construed accordingly and "contract" means any order which has been accepted by us.
- References to any statutory provision shall include (i) any subordinate legislation made under it (ii) any provision which it has modified or re-enacted and (iii) any provision which subsequently supersedes it or re-enacts it.
- A "business day" means any day other than a Saturday, Sunday or bank holiday.
- The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
- Words imparting the singular number include the plural and vice-versa.

2. Application and entire agreement.

- These Terms and Conditions will apply to the purchase of goods detailed in our quotation and/or invoice to you for goods required from Flintmanor Ltd, a company registered in England and Wales under number 2294429 whose registered office is at Unit 1A Brookside Unites, Pinhoe Trading Estate; Exeter, EX4 8JN.
- These Terms and Conditions will be deemed to have been accepted by you, when you complete your application and return it to us, acceptance of our quotation and/or invoice, or from the date of delivery of goods to you (whichever happens earlier), this will constitute the entire agreement between you and our Company.
- These Terms and Conditions and quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Goods.

- The quantity and description of the Goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.
- We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price.

- The price of the Goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.
- If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery accordingly.
- Any increase in the Price under the clause 4.2 above will only take place after we have informed you about it.
- You may be entitled to discounts. Any and all discounts will be at our discretion. The Price is exclusive of fees for packaging and transportation / delivery.
- The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5. Cancellation and alteration.

- Details of the Goods as described in clause 3 above and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
- The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 30 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
- Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.

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6. Payment.

- 6.1 We will invoice you for the Price either: on or at any time after delivery of the Goods; or where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them.
- 6.2 You must pay the Price within 30 days of the date of our invoice or otherwise according to any credit terms agreed between us.
- 6.3 You must make payment even if delivery has not have taken place and / or that the title in the Goods has not passed to you.
- 6.4 If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, we may charge you interest at the rate of 4% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.
- 6.5 Time for payment will be of the essence of the Contract between us and you.
- 6.6 All payments must be made in British Pounds unless otherwise agreed in writing between us.
- 6.7 Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

7. Delivery.

- 7.1 We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to another location we agree in writing.
- 7.2 If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.
- 7.3 Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am to 8 pm.
- 7.4 If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:
 - i. Store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance and/or
 - ii. Make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery and/or
 - iii. After 10 business days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.
- 7.5 If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.
- 7.6 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or yours
- 7.7 Failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 7.8 We can deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

8. Inspection and acceptance of Goods.

- 8.1 You must inspect the Goods on delivery or collection, signature and date on delivery note will reflect that this has been actioned.
- 8.2 If you identify any damages or shortages, you must inform us in writing within 7 days of delivery, providing details.
- 8.3 Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are not defective and if required, have carried out an inspection.
- 8.4 Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.
- 8.5 We will be under no liability or further obligation in relation to the Goods if:
 - i. If you fail to provide notice as set above and/or
 - ii. You make any further use of such Goods after giving notice under the clause above relating to damages and shortages and/or
 - iii. The defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods and/or
 - iv. The defect arises from normal wear and tear of the Goods and/or
 - v. The defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.
- 8.6 You bear the risk and cost of returning the Goods.
- 8.7 Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 7 days after delivery.
- 8.8 Return of goods must be accompanied by a goods return note, of which copies will be distributed to customer.
- 8.9 Any costs incurred for the return of goods shall be borne by the customer.

9. Risk and title.

- 9.1 The risk in the Goods will pass to you on completion of delivery.
- 9.2 Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for:
- 9.3 The Goods and/or any other goods or services that we have supplied to you in respect of which payment has become due.
- 9.4 Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our Bailee and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 9.5 As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

10. Termination.

- 10.1 We can terminate the sale of Goods under the Contract where:
- 10.2 You commit a material breach of your obligations under these Terms and Conditions;
- 10.3 You are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;

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- 10.4 You enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
- 10.5 You convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

11. Limitation of liability.

- 11.1 Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
- 11.2 Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 11.3 If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 11.4 Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
- 11.5 We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
- Any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
 - Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - Any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - Any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
 - The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

12. Communications.

- 12.1 All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 12.2 Notices will be deemed to have been duly given:
- 12.3 When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- 12.4 When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- 12.5 On the fifth business day following mailing, if mailed by national ordinary mail; or
- 12.6 On the tenth business day following mailing, if mailed by airmail.
- 12.7 All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

13. Force Majeure.

Neither party shall be liable for any failure in delay of performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

14. Use of Consignment Stock by the Purchaser.

- 14.1 The Purchaser agrees to store the Consignment Stock in a suitable, secure environment, protect, insure and maintain the Stock in good condition. In the event that any item of Consignment Stock is removed from its packaging it must not be returned to Consignment Stock and will be invoiced by the Company.
- 14.2 The purchaser agrees to update the Company on the usage of the Stock at reasonable intervals.

15. No Waiver.

No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

16. Severance.

If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

17. Law and jurisdiction.

These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts

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