

Premco Distributors Limited

Application for Credit Facilities

Please attach a Letterhead with this application

Name & Address of Applicant

Name & Address of Parent Co/Reg Office

Telephone No

Fax No

Email Address

Company Registration Number (Ltd Company Only)

Company V.A.T. Number

Bankers

A/C No

Sort Code

Person Responsible for Paying Accounts

Tel No

Trade References

Ref 1

Ref 2

Tel No

Fax No

Tel No

Fax No

Please Hold Back Orders

All Orders Supply Or Cancel

Product Updates By

Fax

Email

[We have read, understand and agree to Premco Distributors Ltd's Trading Terms and Conditions.](#)
[We hereby guarantee payment of all supplies made to that company by Premco Distributors Limited.](#)

Signed
Position

Print

Internal Use Only

Payment Terms

Type of Business

Special Instructions

Rep

Date

Premco Distributors Ltd

Terms & Conditions of Sale

On placing orders our terms are regarded as accepted. Any stipulation by the purchaser deviating from our terms is binding on us only if they are acknowledged in writing.

The company reserves the right to vary the price if the cost of labour, material or other services varies from that at the contract date in any event orders will be invoiced at the price ruling at the date of despatch.

- A) Property in, or title to goods, and materials supplied by Premco Distributors Ltd shall not pass to the buyer until all monies due and owing from the buyer to Premco Distributors Ltd on any account, have been paid in full.
- B) Where goods (or brands of goods) supplied by the company can be identified on the premises of the Customer and the company can produce invoices or other evidence of supply of such goods, this evidence will be accepted as proof of supply of goods by the Company irrespective of whether or not the invoice can be specifically related to the particular items on the customer's premises.
- C) You shall be entitled to re-sell the goods and to pass the property in the same to third parties in the normal course of business until the happening of any of the events set out in paragraph (f) below but the proceeds of the re-sale and/or the claim to such proceeds will be ours until such time as all sums owing to us have been paid.
- D) We shall be entitled at any time while you are in breach of your obligation in making payment of any monies hereunder to notify you of our intention to re-take possession of the goods.
- E) On the happening of any event set out in paragraph (f) below your authority to sell the goods shall be deemed withdrawn and all proceeds of sale in respect of the goods received by you from sales prior to the withdrawal of authority shall be paid by you into a bank account separate from all other monies to your account and held on such account for us. Further, all goods which are our property shall be immediately delivered to us and we shall by our servants or agents have the right during normal business hours to enter with or without recourse to law upon your lands or buildings to take possession of our goods or products.
- F) The events hereinbefore referred to are: -
 - (i) Any notice to you that a Receiver or Manager is to be or has been appointed.
 - (ii) Any notice to you that a petition to wind you up is to be or has been presented or any notice of a Resolution to wind you up (save for the purpose of reconstruction or amalgamation)
 - (iii) A decision by you that you intend to make an arrangement with your creditors.
 - (iv) Your insolvency within the meaning of section 52 (3) Sales of Goods Act. 1983.
- G) Notwithstanding the foregoing, the goods shall be at your risk upon delivery pursuant to an order placed by you.
- H) Until such time as the property of the goods passes to you, you shall cause such goods to be stored separately from all other goods in such manner that they are clearly identifiable as our goods.

Neither the purchased goods nor the proceeds realised from them must be loaned, pledged or encumbered with the rights of a third party. This in any case would be null and void.

We are to be notified immediately if a pledge has taken place on acceptance of a balance, purchased goods remains our property until the balance is settled.

The company whilst making every effort to comply with the quoted date of delivery will not be liable for any penalty loss injury damage or expense directly or indirectly consequent upon any delay or failure in delivery or performance by the Company or its servants or agents from any cause whatsoever nor shall such delay entitle the Purchaser to cancel any order, refuse to accept delivery or repudiate any contract for work to be done.

Breakdowns in our supplier's plants release us during this period of our liability to deliver.

Force majeure entitles us to retire completely or partially from contracts concluded.

Information given in the price list, photographs, illustrated matter and descriptive or other literature relating to the goods is to the best of the Company's knowledge and belief correct but is not warranted accurate.

The purchaser will be liable to us for any possible violation of trade - mark rights of a third party resulting from his order.

We do not accept any liability for goods returned to us without prior approval. All goods returned for credit are subject to a 15% handling charge. Claims regarding damage or short deliveries must be communicated in writing (Fax/E-mail) within three days of despatch. Terms of guarantee are subject to manufacturer's conditions of warranty. All goods received by the Company for repair replacement or otherwise are held by the Company at the Purchaser's risk as regards damage.

Return of Goods / Handling Charge / Re-boxing Charge

Listed below you will find a number of points to remind you of the procedures that **MUST** be followed to ensure that there are NO unnecessary delays when goods are returned.

- Goods must **not** be returned without **prior** agreement.
- **Prior** to **any** goods being returned, Premco personnel must examine them and complete a returns docket to accompany them back to our warehouse.
- Premco's warehouse staff will **refuse** to accept any returns that are not accompanied by this returns docket. The returns docket no. Should be clearly marked on the outside of the carton.
- Goods will only be accepted for return if they are in our currently stocked range, and they must be in a re-saleable condition.
- Goods returned for credit which have visible signs of fitting will **not** be accepted for **credit under any circumstances**. Goods returned must be fit for immediate re-sale, and will be subject to a handling charge of 15%.
- Customer to pay for return of goods.
- Goods that are considered unfit for immediate re-sale may be accepted at Premco's discretion. In this event the said goods will be subject to a 20% re-boxing charge, additional to the handling charge.
- In the event of incorrect supply on our part, free of charge replacement or credit will be issued without delay.

Stock Cleanse Procedure

- Goods will only be accepted for return if they are in Premco's currently stocked range and are deemed to be in a re-saleable condition.
- A two for one quantity/value for goods accepted for return must be ordered for supply within the same month.
- Any goods that are unfit for re-sale will be subject to a 20% re-boxing charge.

Notification of non-Delivery Or Damage

All shortages or damage of goods must be reported in writing, faxed or e-mailed to Premco Distributors Ltd within 3 days of receipt of goods. All agreed shortages or goods damaged in transit will be credited in full or replaced free of charge.

Carriage

Country

All daily orders in excess of **€250.00** net will be delivered free of charge. Delivery of daily orders below **€250.00** net will incur a €10.00 carriage charge.

Dublin

All daily orders in excess of **€75.00** net will be delivered free of charge. Delivery of daily orders below **€75.00** net will incur a €4.50 carriage charge.

Special carriage arrangements i.e. (Fast-track, Taxi etc.etc.) will be charged at cost.

Application of parts

Whilst every endeavour has been made to ensure that goods are accurately described and are believed to be fit for the purpose and vehicles mentioned in our catalogues, no warranty to this effect is given and no responsibility will be accepted in the event of an error or incorrect description in any catalogue or cross reference list or any damage resulting there from. Manufacturer or competitor part numbers used by Premco Distributors Ltd in catalogue cross reference lists or elsewhere are used for guidance purposes only.

Terms of Payment

Our terms of payment require that all goods invoiced in any calendar month be paid in full by the 28th of the following month. No settlement discounts are allowed.

Our terms of payment should be strictly adhered to, as failure to do so will result in credit facilities being withdrawn.

Warranty

Every reasonable effort is made to ensure that goods sold by Premco are of sound materials and workmanship. All goods are guaranteed for 12 months from date of fitment. Any part failing within these parameters will be replaced or repaired at Premco's expense provided that the part is returned for examination and that this examination does not in our opinion, show that the fault was caused by incorrect or defective storage, fitting, installation or use, unauthorised repair, accident, neglect or cause beyond the control of Premco Distributors Ltd.

No responsibility is taken for consequential loss or damage and such repair or replacement shall be the limit of damage or loss for which Premco Distributors Ltd shall be liable.

I have read, understand and accept your Terms & Conditions of sale

Signed: _____

Print Name: _____

Company Name: _____

Date: _____

Application must be signed by: Company Director