



APPLICATION FOR CREDIT ACCOUNT



This Application must be completed in full
and returned to: accounts@greenmillac.com

Details of Applicant

REGISTERED COMPANY NAME:

COMPANY REGISTRATION NUMBER (IF LTD)

TRADING NAME IF DIFFERENT FROM ABOVE

DATE REGISTERED / STARTED TRADING:

BILLING ADDRESS:

POST CODE:

TEL:

EMAIL:

LIMITED COMPANY, SOLE PROPRIETOR, PARTNERSHIP?

IF NOT LTD COMPANY, PLEASE LIST NAMES & ADDRESSES OF DIRECTORS

1:

2:

ACCOUNTS PAYABLE CONTACT NAME:

TEL:

EMAIL:

EMAIL ADDRESS FOR INVOICE / STATEMENTS:

EXTENT OF CREDIT REQUIRED

PLEASE STATE AMOUNT OF CREDIT REQUIRED

£

PURCHASING CONTACT NAME:

TEL:

EMAIL:

Our Bank Details for BACS Payments

LLOYDS BANK

HIGH STREET, COLCHESTER

ACCOUNT NAME: GREENMILL SUPPLY COMPANY LTD

SORT CODE: 30 - 92 - 16

ACCOUNT NO: 00934305

DECLARATION BY THE APPLICANT:

To be signed by a Director, or an Officer of the Limited Company, or by a Sole Trader or Partner of the Partnership or Limited Partnership Company.

I, being an authorized officer of this Company (the Company), the Sole Trader or a partner of the Partnership or Limited Partnership (the Applicant), hereby apply for a credit account with Greenmill Supply Company Limited (Greenmill). I agree that payment of all sums due to Greenmill will be made within the stated credit terms and the title of Goods supplied to the Applicant, by Greenmill, shall remain with Greenmill until payment by the Applicant of the total purchase price and of all other sums due to Greenmill from the Applicant.

I confirm that this application for credit is in connection with a business and is not a consumer credit application. I agree to Greenmill carrying out credit checks before entering into this credit facility.

I have read and agreed to the Terms & Conditions (overleaf) laid down by Greenmill. In consideration of Greenmill opening an account for the Applicant and providing credit facilities to the Applicant, I personally undertake to pay Greenmill are paid in accordance with their "Terms & Conditions" and in the event of the non-payment or delay by the Applicant, I personally guarantee that I will pay Greenmill on demand the amount outstanding from time to time from the Applicant whether within or above the credit limit of the Applicant, together with interest calculated in accordance with the "Terms & Conditions". This commitment represents a primary obligation in respect of amounts outstanding to Greenmill and I agree to pay Greenmill as primary payer any amounts outstanding and to indemnify Greenmill for any loss suffered as a result of or arising from any failure or any failure to make payment.

I accept the above Terms & Conditions

Authorised
Signature:

Date:

Print Name:

Position: (Director)

PLEASE ATTACH A COMPANY LETTERHEAD WITH THIS APPLICATION FORM

Greenmill Supply Company Limited - Terms & Conditions for the Purchase of Goods

The Buyer's attention is particularly drawn to the provisions of clause 12 (Limit of Liability)

1. INTERPRETATION

The following definitions and rules of interpretation apply in these terms and conditions:

1.1. Definitions:

Buyer: means the company, firm or person who places an order with the Company or otherwise agrees to purchase the Goods from the Company.

Company: means Greenmill Supply Company Limited.

Conditions: means these terms and conditions as amended from time to time in accordance with clause 2.8

Contract: means the contract between the Company and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.

Goods: means any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them) and shall include materials, equipment, spare parts and any other items supplied, serviced, repaired, loaned or hired by the Company.

Director: means a director of the Company.

1.2. Interpretation:

- A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- Words in the singular include the plural and in the plural include the singular.
- Condition headings do not affect the interpretation of these Conditions.
- Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. APPLICATION OF TERMS

- Subject to any variation under clause 2.8, these Conditions shall apply to the Contract to the exclusion of any other terms or conditions (including any terms or conditions which the Buyer seeks to apply, impose or incorporate under any purchase order, confirmation of order, specification or other document or which are implied by law, trade custom, practice or course of dealing).
- These Conditions apply to all the Company's sales of Goods and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this clause 2.2 shall exclude or limit the Company's liability for fraudulent misrepresentation.
- Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions.
- Any quotation is given by the Company on the basis that no Contract shall come into existence until the Company dispatches an acknowledgment of order in writing to the Buyer.
- No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgment of such order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.
- The Buyer shall ensure that the terms of its order and any applicable specification provided by the Buyer to the Company are complete and accurate.
- Any quotation provided by the Company for the Buyer, unless otherwise stated in writing, shall expire after 30 days.
- The Company reserves the right to vary these Conditions and will use its reasonable endeavours to give the Buyer 30 days' written notice of any material changes (including by updating the conditions on the Company's website).

3. PRICES

- The price of the Goods shall be the price set out in the Company's published price list for the Goods, in force at the date of dispatch or agreed by the Company and the Buyer in writing.
- The Buyer shall be liable for any increase in price or expenses incurred by the Company arising out of any delay caused by the Buyer (including any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions).
- The Company reserves the right to alter the price of the Goods without prior notice to the Buyer to reflect any variations in the Company's own costs of materials, fuel and labour and any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs).
- The price of the Goods:
 - excludes amounts in respect of value added tax (VAT), which the Buyer shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid invoice; and
 - excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Buyer unless set out in the quotation.

4. TERMS OF PAYMENT

- The Company may invoice the Buyer for the Goods on or any time after dispatching the Goods for delivery.
- It is a condition of the Contract that the Buyer shall pay each invoice submitted by the Company within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Buyer.
- Where the Buyer has an account with the Company, payment shall be made on or before the last day of the month following date of invoice.
- If credit terms are agreed between the parties, and the Buyer exceeds the agreed level of credit, the excess shall be payable immediately.
- If the Buyer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's other rights and remedies, the Company may, in its discretion and at the Buyer's cost:
 - suspend the delivery or supply of Goods or services to the Buyer;
 - pass on to the Buyer all debt recovery expenses including, but not limited to, debt collection costs incurred by the Company from a debt collection agency, tracing costs in relation to finding a Buyer that has absconded from the address given in the credit terms and legal costs on an indemnity basis;
 - charge late payment interest and compensation consistent with the Late Payment of Commercial Debts (Interest) Act 1998; and
 - terminate the Contract with immediate effect.

- The Company may (at its absolute discretion) set or alter the Buyer's credit limit at any time. The Company reserves the right to withdraw credit at its discretion at any time. If the Company does so, all amounts outstanding to the Company shall become due immediately.
- No payment shall be deemed received until the Company has received full and cleared funds.
- All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- The Buyer shall make all payments due under the Contract in full, without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. REBATE

- Where the Company has agreed a Rebate Proposal with the Buyer, the Rebate terms set out in this clause 5 will apply to the Rebate.
- All Goods sold by the Company are eligible to be included in the determination of the Rebate.
- The Rebate will be granted by the Company once a year on the anniversary of the date of the Rebate Proposal via the issue of a credit note by the Company for future purchases (or such other payment method as agreed by the Company (in its sole discretion)), provided that the Buyer has met the Rebate Eligibility Criteria set out in clause 5.7. The Company may withhold Rebate Amounts to apply against overdue invoices and any other sums owed by the Buyer to the Company.

- The Company may adjust the Rebate Amount to reflect changes in its costs and will use all reasonable endeavours to notify the Buyer prior to any adjustment.
- Invoices due but not paid will be excluded from the calculation of the Rebate Amount and any discounts applied to the purchase of Goods by the Buyer during the Rebate Period will be subtracted from the Rebate Amount.
- VAT payable on the purchase of Goods by the Buyer will not be included in the calculation of the Rebate Amount. VAT will be applied at the same rate as the Goods covered by the Rebate.
- Rebate Eligibility Criteria: To be eligible for the Rebate, the Buyer must during the Rebate Period:

- have paid all due invoices issued by the Company;
- have repaid any credit account made available by the Company;
- not have exceeded any agreed credit limit agreed by the Company; and
- not have entered into a payment scheme or payment plan with the Company for payment of its invoices. Where a Buyer enters into such payment scheme or plan, the Rebate Proposal shall terminate with immediate effect.

5.8 Rebate Amount and Calculation:

- The Rebate Amount will be calculated in accordance with a tiered rebate scheme as set out in the agreed Rebate Proposal.
- A reduction in the Rebate will be made if the Buyer has any overdue sums payable under the Contract as set out in the table below:

Average number of days Buyer is late in paying invoices issued by Company during the Rebate Period	Percentage reduction of Rebate Amount
1 to 2 days	10%
3 to 4 days	15%
5 to 6 days	20%
7 or more days	25%

- The determination of the Rebate and calculation of the Rebate Amount by the Company will, in the absence of manifest error, be conclusive and binding on the parties.

In this clause 5, the following definitions shall apply:

Rebate: means the rebate offered under a Rebate Proposal applicable to the Goods purchased by the Buyer from the Company.

Rebate Amount: means the amount of the Rebate agreed by the Company as set out in a Rebate Proposal.

Rebate Period: means the period during which the Rebate applies as set out in the Rebate Proposal or if none is stated, the year preceding the anniversary of the date of the Rebate Proposal.

Rebate Proposal: means a proposal in writing from the Company to the Buyer setting out the commercial terms of a Rebate.

6. DELIVERIES

- Any dates quoted for delivery of the Goods are approximate only, and the time for delivery is not of the essence. Whilst every effort will be made to deliver on time the Company will not be liable for any consequences of a delay in delivery.
- Claims for non-delivery, discrepancy or damage may only be accepted if notified by the Buyer to the Company immediately by phone and confirmed in writing within 24 hours of the delivery date.
- If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by anything out of its reasonable control or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- The Buyer shall inspect the Goods upon receipt of the Goods and will advise the Company within 24 hours of delivery of any damage to the Goods (including open or damaged packaging) or any short delivery of Goods and will provide the Company with evidence of such damage or short delivery. If the Buyer does not so notify the Company the Goods shall be deemed to have been delivered as per the specification and as per the order.
- If the Buyer fails to take delivery of the Goods within three days of the Company attempting to deliver the Goods, then:
 - delivery of the Goods shall be deemed to have been completed at 9.00 am on the third day after the day on which the Company notified the Buyer that attempted delivery had been made;
 - the Company shall store the Goods until actual delivery takes place, and charge the Buyer for all related costs and expenses (including insurance); and
 - after ten days, the Company may resell or otherwise dispose of part or all of the Goods.

7. TITLE

- Title to the Goods supplied by the Company shall remain within the Company until:
- the Company receives payment in full (in cleared funds) for the Goods plus VAT; and
- no other sums whatever shall be due from the Buyer to the Company.
- The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated to recover them.
- It will be assumed that where the Buyer purchases similar Goods from the Company on a regular basis that a stock rotation system has operated and Goods still held relate to invoices still outstanding for which full payment and VAT hasn't been made.
- Until title to the Goods has passed to the Buyer (and provided that the Goods are in existence and have not been resold) the Buyer must:
 - hold the Goods on trust for the Company and store the Goods separately from all other goods held by the Buyer and third parties and maintain them in the condition (including packaging) that they were received from the Company;
 - keep the Goods properly stored, protected, insured (noting the Company's interest) and identified as those of the Company;
 - not remove or obscure any identifying mark or packaging on or relating to the Goods; and
 - hold the proceeds of any insurance claim relating to the Goods on trust for the Company and not mix the funds received with any other money, or pay the proceeds into an overdrawn bank account.

- The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- any sale be effected in the ordinary course of the Buyer's business at full market value;
- any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale; and
- at any time before title to the Goods passes to the Buyer, the Company may by notice in writing terminate the Buyer's right to resell the Goods.

- The Buyer's right to possession of the Goods shall terminate immediately if the Buyer does any act or omission whereby the Buyer;

- being an individual has a bankruptcy order made against him;
- in the case of a corporate Buyer is wound-up, or enters into a compromise or arrangement with its creditors under the Insolvency Act 1986 or suffers the appointment of an administrator or receiver; or
- encumbers or in any way charges any of the Goods.

Greenmill Supply Company Limited - Terms & Conditions for the Purchase of Goods

8. RISK

Where a third party carrier is used to deliver the Goods, the risk in the Goods shall pass to the Buyer when the Goods leave the Company's premises and the risk shall remain the Buyer's regardless of whether the Goods have been received by the Buyer otherwise, the risk in the Goods shall pass to the Buyer on delivery.

9. SPECIFICATION

- 9.1.** Any samples, drawings, descriptive materials or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 9.2.** The Company reserves the right without notice and without affecting the validity of the Contract to make such changes in materials, dimensions and design as in the Company's sole opinion are reasonably necessary.

10. INSTALLATION AND QUALITY

10.1. Where assembly and/or installation of Goods supplied by the Company is not undertaken by the Company, the Buyer shall be responsible for assembly and/or installation in accordance with the Company's (or manufacturer's) instructions and shall ensure that such instructions have been obtained from the Company. Failure to assemble the Goods in the manner prescribed in the instructions supplied with the Goods will invalidate the Company's responsibility for damage caused to or by the Goods.

10.2. The Company warrants that on delivery, the Goods shall:

- (a) conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

10.3. If any Goods are not of satisfactory quality within the meaning of the Sale of Goods Act 1979 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.

10.4. If the Company complies with clause 10.3 it shall have no further liability for a breach of warranty in respect of such Goods.

11. INFORMATION AND ADVICE

11.1. Advice, information and opinion given by any Director, employee or agent of the Company is given without legal responsibility.

11.2. Any recommendation or suggestion made by the Company relating to the use of Goods, whether in technical literature or in response to specific enquiry, is made in good faith, but it is for the Buyer to satisfy itself of the suitability of the Goods for their particular purpose, and shall be deemed to have done so.

12. LIMIT OF LIABILITY

12.1. The limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange and the Buyer is responsible for making its own arrangements for the insurance of any excess liability.

12.2. Nothing in the Contract excludes or limits the liability of the Company:

- (a) for death or personal injury caused by the negligence of the Company nor its servants or agents;
- (b) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (c) defective products under the Consumer Protection Act 1987;
- (d) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (e) for fraud or fraudulent misrepresentation.

12.3. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract and the only warranties given in respect of the Goods are as expressly set out herein.

12.4. Subject to clause 12.2, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

12.5. Subject to clauses 12.2 and 12.4, the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, financial loss or claims, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price.

12.6. This clause 12 shall survive termination or expiry of the Contract.

13. RETURNS

The Company is not obliged to accept return of Goods where they have been correctly supplied or specially manufactured. Where the Company voluntarily accepts a return, credit will be given for the price of the returned Goods less a 20% handling charge. No credit will be given unless Goods are returned in perfect resalable condition with a copy of the invoice under which they were supplied. Nothing in this clause will affect the rights of consumers under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

14. GUARANTEES

14.1. The Company shall use all reasonable endeavours to assign the benefit to the Buyer of third party warranties and/or guarantees in relation to the Goods which the Company receives from its own suppliers and which can be assigned.

14.2. Guarantees shall not be applicable outside the United Kingdom unless expressly stated otherwise by the Company in writing.

14.3. Any guarantee given will be invalidated if the Goods supplied by the Company are subjected to misuse or accidental damage after the Buyer has taken delivery of them.

14.4. Save as set out in this clause 14 and under clause 10.2, the Company gives no other warranties in respect of the Goods.

15. FORCE MAJEURE

The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control.

16. ASSIGNMENT

The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

17. MISCELLANEOUS

17.1. If any provisions of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect.

17.2. For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend any person other than a party to the Contract to be able to enforce any term of the Contract.

17.3. The Contract constitutes the entire agreement between the Buyer and the Company. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18. USE OF PERSONAL INFORMATION

18.1. Where the Buyer makes available information to the Company for the purposes of the Contract, the Buyer consents to such information being used by the Company for the purposes of the Contract and to supply the goods and services under the Contract. In particular, the Company may pass information about the Buyer to its agents and service providers to search files of credit reference agencies to help administer any accounts, services and products provided by the Company, now or in the future. The Company may share information about how the Buyer deals with his accounts with other financial institutions, and with credit agencies to detect fraud or recover loss. It may also be used in order to inform the Buyer about services and product which may be of interest to them unless requested otherwise.

18.2. The Company from time to time may insure its sales ledger and any payments not made within a reasonable time may be notified to the credit underwriters. This could result in the Buyer's credit rating being adversely affected by the Company's credit insurer as well as credit reference agencies. When a credit account is applied for with the Company, the Company may check the following records relating to the Buyer:

- (a) The Company's own records.
- (b) Records held by Credit Reference Agencies, who, when they receive a search request from the Company, may leave a search footprint on the Buyer's personal credit file (including Company Director), that may be seen by other Lenders/Organisations. These agencies supply both public (including the electoral register) and shared credit and fraud prevention information. Such information may be used for assessing applications, verifying identity to prevent crime and money laundering. The Company may also make periodic searches at such agencies to manage the credit account. The Buyer's data may also be used for other purposes when required by law or where permitted under UK General Data Protection Regulation as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended) and the Data Protection Act 2018.

19. LAW AND JURISDICTION

19.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales shall be governed and construed in accordance with the Laws of England.

19.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

THE BUYER ACCEPTS THESE TERMS AND CONDITIONS OF SALE AND IS AUTHORISED TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF THE BUYER.

THESE TERMS AND CONDITIONS APPLY WITH EFFECT FROM 31st March 2025 AND SUPERSEDE ALL PREVIOUS TERMS AND CONDITIONS ISSUED BY GREENMILL SUPPLY COMPANY LIMITED.