

Credit Application Form

Once completed please email to accounts@hawco.co.uk

Hawco Account Number:	Hawco Account Manager:				
Company Information					
+	Ltd PLC LLP Partnership Sole Trader				
Company Name: *	Trading As: *				
Parent Company:	Company Reg. No: * Does not apply for Sole Trader				
Registered Address: *	Trading Address:				
Registered Office Contact	:* VAT no: *				
Purchasing Contact: *	Telephone: * Email:				
Accounts Contact: *	Telephone: * Email:				
Required credit Limit: *	Estimated Annual Spend: *				
Website Address: *					
Trade Refer	rences				
	Company Name: *				
Company Name:*	Address: *				
Address: *	Address.				
Tel:*	Tel:*				
Fax:*	Fax:*				
Directo	ors				
1st Owner/Director: ★	2nd Owner/Director:				
Finance Director	Finance Manager				
2.113.122					
Print Name:					
Position:	Position: Date: Date:				

Registered Office: Hawco Limited, Lower South Street, Godalming, Surrey, GU7 1BZ, UK Company Reg No. 01537960 Company VAT Reg No. GB 454 9909 46



1.	HAWCO – TERMS AND CONDITIONS OF SALE TO BUSINESS CUSTOMERS INTERPRETATION		 (g) a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets; or (h) any event occurs, or proceeding is taken, in relation to You in any jurisdiction that has an effect equivalent or similar
	In these conditions the following words have the following meanings: You or Your: the person(s), firm or company who purchase the Goods from Us or to whom W e supply Services: We, U.S. Our or Ourselves: Hawco Limited registered under company number 01537960 whose registered		to any of the events mentioned in clause 8.2(a) to clause 8.2(b) (inclusive); or You suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of Your business; or
	We, Us, Our or Ourse/wes: Havco Limited registered under company number 01537960 whose registered office is at Hawco Limited, 12 Charterhouse Square, London, EC1M 6AX, United Kingdom Contract: any contract between Us and You for the sales and purchase of the Goods or for the supply of Services by Us to You,		 (j) (being an individual) You die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or You become a patient under any mental health legislation.
	incorporation the Conditions. Goods: any goods agreed in the Contract to be supplied to you by us (including any part or parts of them); Services: any services agreed in the Contract to be supplied to You by Us and any other advice given by Us to You.	9. 9.1	PRICE The price for the Goods or Services shall be the price set out in the order, or if no price is guoted, the price for the Goods and Services shall be the price set out in Our price list published on the date of delivery or deemed delivery.
2. 2.1	APPLICATION OF TERMS Subject to any variation under condition 2,4 the Contract will be on these conditions to the exclusion of all other terms and	9.2	The price for the Goods and Services shall be exclusive of any value added tax and all costs or charges in relation to packing, loading, unloading, carriage, import or export duties, and insurance all of which amounts You will pay in addition when You are due to pay for the Goods.
2.2	conditions (including any terms or conditions which You purport to apply under any purchase order, confirmation of order, specification or other document). No terms or conditions endorsed upon, delivered with or contained in Your purchase order, confirmation of order, specification or	9.3	We may, by giving You notice at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
2.3	other document will form part of the Contract simply as a result of such document being referred to in the Contract. The Contract constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise or representation made or given by or on Our behalf which is not set out in the Contract. All drawings, descriptive		 (a) any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
	promise or representation made or given by or our centain which is not set out in the contract, all drawings, descriptions or matter, specifications and advertising issued by Us and any descriptions or littlestrations contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They		 (b) any request by You to change the delivery date(s), quantities or types of Goods ordered, or the where relevant, the specification; or (c) any delay caused by Your instructions or failure to give Us adequate or accurate information or instructions.
2.4	will not form part of this Contract or any other contract between us, These conditions apply to all Our sales and any variation to these conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by one of Our directors.	9.4	We may invoice You for the Goods or Services on or at anytime after the Goods are delivered or deemed to be delivered or the Services are supplied.
2.5	Each order for Goods or Services by You from Us shall be deemed to be an offer by You to purchase Goods or Services subject to these conditions.	10. 10.1	PAYMENT Unless otherwise agreed in writing, payment of the price for the Goods and Services is due in pounds sterling on the earlier of 30
2.6	No order placed by You shall be deemed to be accepted by Us until: (a) a written acknowledgement of order is issued by Us; or (b) in the case of orders placed online, We telephone You to confirm acceptance of Your Order; or	10.2	days from the date of Our invice or on the last working day of the month following the month in which the Goods are delivered or deemed to be delivered or the Services are supplied. Time for payment shall be of the essence.
2.7	 (c) (if earlier) We deliver the Goods to You or supply the Services to You. You must ensure that the terms of Your order and any applicable specification are complete and accurate. 	10.3 10.4	No pay ment shall be deemed to have been received until We have received cleared funds. All payments payable to Us under the Contract shall become due immediately upon termination of this Contract despite any
2.8	Any quotation for the Goods and Services shall not constitute an offer. Any quotation is valid for a period of 30 days only from its date, provided that We have not previous by withdrawn it. Any samples submitted by Us must be returned to Us, carriage paid, within one month of the date of despatch by Us, or paid for	10.5	other provision. You will make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless You have a valid court order requiring an amount equal to such deduction to be paid by Us to You.
2.10	No order which has been accepted by Us may be cancelled by You except with Our agreement in writing and on terms that You shall indemnify Us in full against all loss (including loss of profits), costs (including cost of all labour and materials used),	40.0	We may at any time, without limiting any other right or remedies We may have, set off any amount owed to You against any amount payable by You.
2.11	damages, charges and expenses incurred by Us as a result of cancellations, Any order valued below £50.00 (ex VAT) will have a standard £15.00 minimum order surcharge applied to each delivery, covering delivery by next day carrier, packing, insurance and administration.	10.6	If you fall to pay Us any sum due pursuant to the Contract You will be liable to pay Interest to Us on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. You will pay interest together with the overdue amount.
3. 3.1	DESCRIPTION The description of the Goods or Services shall be as set out in Our quotation.	10.7	We may invoice You for the Goods on or at ant time after the completion of delivery. QUALITY
3.2	We reserve the right to make changes in the specification of the Goods or Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods or Services are to be supplied to Your specification, which do not materially affect their quality or performance.	11.1	We are not the manufacturer of the Goods, but will endeavour to transfer to You the benefit of any warranty or guarantee given to but by the manufacturer and to the extent that this is not possible or if We after the Goods in accordance with Your specification We will provide You with the warranty in clause 11.2. For the avoidance of doubt, the warranty in clause 11.2 will
3.3	If Goods are aftered, assembled or adapted to Your design or specification or any processes are to be applied to the Goods by Us in accordance with a design or specification submitted by You, Your represent and warrant that You have all necessary by to instruct Us to do so and shall indemnify Us against all loss, damages, costs and expenses awarded against or incurred by Us	11.2	not apply if We transfer the benefit of the manufacture's guarantee to You. No liability can be accepted for any failure of the Goods to perform according to any performance figures given. Subject thereto, and to clauses 11.1, 11.7, 11.8, and 11.9. We warrant that (subject to the other provisions of these conditions) upon delivery and
	in connection with or paid or agreed to be paid by Us in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from Our use of Your design or		for a period of 6 months from the date of delivery, the Goods will: (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
3.4	specification. Any specification supplied by Us to You in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the specification shall be Our exclusive property. You shall not disclose to any third party or use		(b) be free from material defects in design, material and workmanship; (c) confirm in all material respective with their description.
	any such specification except to the extent that it becomes public knowledge through no fault of Yours, or as required for the purpose of the Contract.		if you had made known that purpose to us in writing and we have confirmed in writing that it is reasonable for you to rely on our skill and judgement.
4. 4.1 4.2	DESPATCH AND DELIVERY Unless otherwise agreed, delivery of the Goods shall take place at Your place of business. While every reasonable effort will be made to fulfil delivery dates, any dates quoted for delivery of the Goods are approximate	11.3	We will not be liable for a breach of the warranties in condition 112 unless: (a) You give Us written notice of the defect, and (if the defect is as a result of damage in transit) to the carrier, within 7 days of the time when You discover or ought to have discovered the defect; and
742	only and We shall not be liable for any delay in delivery of the Goods however caused but the following provisions shall have effect		(b) We are given a reasonable opportunity after receiving the notice of examining such Goods and You (if asked to do so by Us) return such Goods to Our works at Our cost for the examination to take place there.
	(a) time for delivery shall not be of the essence of the Contract; (b) in the event that the delay exceeds 180 days after the agreed delivery date, the parties shall meet to discuss a revised date for delivery. In absence of any agreement, You shall be entitled to terminate or rescind the Contract in	11.4	We will not be liable for a breach of the warranties in condition 11.2 if: (a) You make any further use of such Goods after giving such notice; or (b) any fault is due to:
	so far as it relates to the delivery consignment in question; (c) the foregoing provisions shall be Your exclusive remedy in respect of such delay in delivery.		any specification or any materials You supply to Us; or Your instructions in relation to the processes to be applied to the Goods;
4.3	Scheduled deliveries can only be agreed during a period commencing no sooner than one month and terminating no later than 12 months from the date of the order. At least 30 days written notice is required of any modification or suspension of scheduled deliveries. Any suspension will be limited to a maximum period of 3 months after which deliveries may be resumed at the former		 (III) your choice of components for the Goods. (c) any damage or fault due to Your assembly or incorporation of the Goods any other products or is as a result of your choice of components for the Goods.
4.4	rate. If You fail to take delivery of the Goods or fail to give Us adequate delivery instructions at the time stated for delivery (otherwise).		(d) the defect arises because You failed to follow Our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
	than by reason of any cause beyond Your reasonable control or by reason of our fault) then without prejudice to any right or remedy available to Us, We may: (a) store the Goods until actual delivery and charge You for the reasonable costs (including insurance) of storage, and	11.5	(e) You alter or repair such Goods without Our written consent. Subject to conditions 11.1, 11.3 and 11.4, if any of the Goods do not conform with the warranties in condition 11.2 we will at Our option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate
	charge You also interest as provided in clause 10.6 on the delayed payment until such payment in full is made (a part of a month being treated as a full month for the purpose of cabulating interest); or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses)	11.6	provided that, if we so request, You will, at Our expense, return the Goods or the part of such Goods which is defective to Us. If We comply with condition 11.5 We shall have no further liability for a breach of the warranties in condition 11.2 in respect of such Goods.
	account to You for the excess over the price under the Contract or charge You for any shortfall below the price under the Contract.	11.7	We warrant that any Services We provide will be provided using reasonable skill and care and, subject to clause 3.4, shall be in accordance with the specification You provide in all material respects.
4.5 4.6	Once delivered no Goods may be returned to Us without Our prior written consent. Subject at all times to clause 4.2, any order delivered by pallet carrier, will be sent on a 3 day service (delivery within 3 days). A next day service can be requested when an order is placed and You will be charged at the appropriate requested service rate.	11.8 11.9	We shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by You. You. We shall be under no liability under the warranties in condition 11.2 (or any other warranty, condition or guarantee) if the total
	Smaller orders sent on free delivery basis will be sent via a parcel carrier on a next day before 5.00 p.m. service. You may request an enhanced delivery service when You place an order and if We in Our absolute discretion accept Your request We will	11.10	price for the Goods has not been paid by the due date for payment. Any claim under the warranties in condition 11.2 must be made in writing and the Goods in question must be returned to Us
4.7	confirm the estimated time for delivery and You will be charged at the appropriate requested service rate. You shall not be entitled to reject the Goods if We deliver up to and including 5% more or less than the quantity of Goods ordered, but a pro rate adjustment shall be made to Order invoice on receipt of notice from You that the wrong quantity of Goods was deli		within 6 months of the date of delivery, suitably packaged, carriage paid and accompanied by proof of purchase and details of the nature of the alleged defect. We shall be under no liability under the warranties in condition 11.2 if these conditions are not conclied with.
4.8	vered. We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a	12. 12.1	LINITATION OF LIABILITY Subject to condition 12.3, the following provisions set out Our entire financial fiability (including any liability for the acts or
4.9	separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment. Where necessary You shall inform the Us at a reasonable time before delivery abroad, of any documents which it is necessary for Us to provide in order to allow export or import of Goods in compilance with the laws of any relevant jurisdicts.		omissions of Our employees, agents and sub-contractors) to You in respect of: (a) any breach of these conditions; (b) any representation, statement or for flous act or omission including negligence arising under or in connection with the
5. 5.1	NON-DEL VERY The quantity of any consignment of Goods as recorded by Us upon despatch from Our works shall be conclusive evidence of the quantity received by You on delivery unless You can provide conclusive evidence proving the contrary. In any event shortage	12.2	Contract. 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 Jaw, excluded from the Contract.
5.2	claims will only be considered if the carrier and Curselves receive written notice of such shortage within three days of delivery. We shall not be liable for any non-delivery of Goods unless written notice is given to Us within 3 days of the date when the	12.3	Nothing in these conditions excludes or limits Our liability for death or personal injury caused by Our negligence, fraud or fraudulent misrepresentation or any other matter for which it would be unlawful for Us to exclude or restrict liability.
5.3	Goods would in the ordinary course of events have been received. Our lability for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro-rate Contract rate against any invoice raised for such Goods.	12.4	You are responsible for carrying out such tests and examinations as are sufficiently prudent and effective to determine that the other product sold in conjunction with or incorporating any Goods are safe and free from defects. We shall not be liable for any death, injury, bas or damage to property or any other damage, charges and/or expenses ("Loss") arising as a result of Your sale
6.	TESTS Subject at all times to clause 3.4, We will carry out tests on the Goods at Our works before despatch if We agree to provide any Services to aller or apply processes to the Goods and the manufacturer recommends that we carry out such tests. If such tests		or supply or the sale or supply by any third party of any product in conjunction with or incorporating any Goods, except to the extent that such Loss arises as a result of Our negligence or breach of its statutory Oslgalons. No liability can be accepted for any advice given by or for the quality of Services rendered by any of Our sub-contractors unless
	are required, these will be carried out solely in accordance with the manufacturer's instructions and unless otherwise agreed, must be made at Our works and will be charged for in addition to the Contract price, and in the event of any delay on Your part in	12.5 12.6	No lisbuity can be accepted for any advice given by or for the quality of behaves rendered by any of our sub-contractors unless. We have Ourselves confirmed that advice on the quality of those Services in writing. Subject to conditions 12.2 and 12.3:
	attending such tests after seven days notice that We are ready, the tests will proceed in Your absence, and shall be deemed to have been made in Your presence. We are not liable under the warranties in condition 11.2 for defects in samples of Goods		 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract and in the supply
7. 7.1	made available for testing. RISK/ITTLE The Goods are at the risk of the Buyer from the time of delivery.		of Services to You shall be limited to [the lower of £100,000 or 100% of the price of the Goods or Services]; and (b) We shall not be liable to You, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for any pure economic loss of profit, loss of business, depletion of goodwill or any indirect or consequential loss, or any
7.2	Ownership of the Goods shall not pass to You until we have received in full (in cash or cleared funds) all sums due to Us in respect of: (a) the Goods; and	13.	claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract. FORCE MAJEURE
7.3	(b) all other sums which are or which become due to Us from You on any account. Until ownership of the Goods has passed to You, You must:	13.	We reserve the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by You (without liability to You) if We are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our
	(a) hold the Goods on a fiduciary basis as Our bailee, (b) not incorporate the Goods into or amalgamate the Goods with any other product; (c) store the Goods (at no cost to Us) separately from all Your other goods or those of any third party in such a way that		reasonable control of including, without limitation, acts of God, governmental actions, wer or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restrains or delays affecting carriers or inability or delay in obtaining supplies of adequate or
	they remain readily identifiable as Cur property; (d) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and		suitable materials.
	(e) maintain the Goods in a satisfactory condition and keep them insured on Our behalf for their full price against all risks to Our reasonable satisfaction. On request You shall produce the policy of insurance to Us; and (f) hold the proceeds of the insurance referred to in condition 7.3(e) on trust for Us and not mix them with any other	14. 14.1	GENERAL Each right or remedy of Ours under the Contract is without prejudice to any other right or remedy of Ours whether under the Contract or not.
7.4	money, nor pay the proceeds into an overdrawn bank account. You may resell the Goods before ownership has passed to You solely on the following conditions:	14.2	If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegal by, invalidity, voidness,
	 (a) any sale shall be effected in the ordinary course of Your business at full market value; and (b) any such sale shall be a sale of Our property on Your own behalf and You shall deal as principal when making such a sale. 	14.3	voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. If any firanglid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were
7.5 7.6	We shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Us.	14.4	deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable. Failure or delay by Us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of Our rights under the Contract.
7.0	You grant Us, Our 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, if before tile to the Goods passes to You and You become subject to any of the events listed in clause 8.2 or We reasonably believe that any such event is about to happen and notify You accordingly, then, provided	14.5	A waiver of any right or remedy under the Contract is only effective if in writing and shall not be deemed to be a waiver of any subsequent breach or default. Any waiver by Us of any breach of, or any default under, any provision of the Contract by You will
	the Goods have not been resold, and without limiting any other right or remedy W e may have W e or Our agents and employees may at any time require You to delivery up the Goods and, if you fail to do so, enter any of Your premises or premises of any third party where the Goods are stored in order to recover them.	14.6	not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract. The parties to this Contract do not intend that any term of this Contract will be enforceable by writue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
8. 8.1	CUSTOMER'S INSOLVENCY OR INCAPACITY If You become subject to any of the events listed in clause 8.2, or W e reasonably believe that You are about to become subject	14.7	The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
	to any of them and notify You accordingly, then, without limiting any other right or remedy a wailable to Us, We may cancel or suspend all further deliveries under the Contract or under any other contract between us without incurring any liability to You, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.	14.8	We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of Your rights or obligations under the Contract without Our prior written consent.
8.2	For the purposes of clause 8.1, the relevant events are: (a) Your suspension, or threatened suspension, of payment of Your debts or are unable to pay Your debts as they fall	15. 15.1	COMMUNICATIONS All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first
	due or You admit inability to pay Your debts or (being a company) You are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay Your debts or have no reasonable prospect of so doing, in either case, within the meaning of section 288 of the		class post or sent by facsimile transmission: (a) (in case of communications to Us) to our registered office or such changed address as shall be notified to You by Us; or
	Insolvency Act 1986; or You commence negotiations with all or any class of Your creditors with a view to rescheduling any of Your debts, or make a proposal for or enter into any compromise or arrangement with Your creditors other than (where You are a		(b) (in the case of the communications to You) to Your registered office (if a company) or (in any other case) to Your address set out in any document which forms part of this Contract or such other address as shall be notified to Us by You.
	company) these events take place for the sole purpose of a scheme for Your solvent amalgamation with one or more other companies or Your solvent reconstruction; or	15.2	Communications shall be deemed to have been received: (a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting
	 (c) (being an individual) You are the subject of a bankruptcy petition or order; or (d) any of Your creditors or encumbrancers attaches or takes possession of, or a distress, execution, sequestration or other such process is level or enforced on or sured against, the whole or any part of Your assets and such 		(exclusive of the day of posting); (b) If delivered by hand, on the day of delivery; (c) If sent by facsimile transmission on a working day prior to 4,00 pm, at the time of transmission and otherwise on the
	attachment or process is not discharged within 14 days; or (e) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a	15.3	next working day. Communications addressed to Us shall be marked for the attention of the Managing Director.
	notice of intention to appoint an administrator is given or if an administrator is appointed over You; or (being a company) a floating charge holder over Your assets becomes entitled to appoint or has appointed an administrative receiver; or	15.4	The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.