

Customer Account Application Form

Registered Business Name: _____ Company Reg Number: _____
 Trading Name: _____ Vat Number: _____
 Registered Address: _____ Years in Business: _____

 Postcode: _____

Invoice Address if Different: _____

 _____ Postcode: _____

Invoice Currency: € Euro: £ Sterling:

Business Type: Limited Company: Sole Trader: Partnership:

Member of Buying Group: _____

Directors or Principals:	Full Name	Contact Number	Email address
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

Your Contact Details:	Sales Department	Accounts Department
Contact Name:	_____	_____
Phone Number:	_____	_____
Email Address:	_____	_____

Trade References:	Company Name	Address
1	_____	_____
2	_____	_____

Application made by: _____ Position & Date _____

Our Contact Details:	Phone Number	Email Address
Sales:	+353 1 4011666	sales@dssupplies.com
Accounts:	+353 1 4011617	accounts@dssupplies.com

The first three orders will be Pro-Forma payment in advance before a credit account will be considered. Credit terms, 30 days end of invoice month. By applying for an account, you are deemed to have accepted our Terms & Conditions.

Terms and Conditions

INTERPRETATIONS

In these conditions the following words shall have the following meanings:

“Company” means DS Supplies Limited having its registered office at Unit 650 Jordanstown Avenue, Greenogue Business Park, Rathcoole, Co. Dublin.

“Customer” means the person, firm or company who accepts a quotation of the Company for the sale of goods whose order for the goods is accepted by the Company.

“Goods” means goods which the Company is to supply in accordance with these Conditions.

“Contract” means the contract between the Company and the Customer for the purchase and the sale of the Goods.

ORDERS AND SPECIFICATIONS

If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, cost and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement for any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any person which results from the Company’s use of the Customer’s specifications.

No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing by the Company and on terms that the Customer shall indemnify the Company in full against all loss (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such cancellation.

PRICE OF THE GOODS

The price of the Goods shall be the Company’s quoted current price.

TERMS OF PAYMENT AND CREDIT

Subject to any special terms agreed in writing between the customer and the company, the company shall be entitled to invoice the Customer of the price of the Goods on or at any time after delivery of the Goods unless, the goods are to be collected by the Customer or the Customer wrongly fails to take delivery of the Goods in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company had notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.

Subject to any alternative credit terms being previously agreed in writing between the Customer and the Company, the Customer shall pay price of the goods within 30 days of the date of the company invoice. If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the company, the Company shall be entitled to charge 2% per annum above the Allied Irish Banks plc base rate from time to time, until payment in full is made.

DELIVERY

Delivery of the Goods shall be made by the customer collecting the goods at the company’s premises at any time after the Company has notified the Customer that the Goods are ready for collection or if some other place is agreed by the Company, by the Company delivering the goods to that place.

Any dates quoted for delivery of goods are approximate only and the Company shall not be liable (save as may be provided for in these conditions) for any penalty, loss damage, liability or expense directly or indirectly incurred or suffered by the customer as a result of any delivery of the Goods how so ever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon reasonable notice of the Customer.

If the Company fails to deliver the Goods for any reason other than any cause beyond the Company’s reasonable control or the Customer’s fault, then the Company’s liability shall be limited to the excess (if any) of the cost to the customer (in the cheaper available market) of similar goods to replace those goods not delivered over the price of the goods.

No claim for damage in transit, shortage of delivery or non-delivery will be entertained unless, in the case of damage in transit or shortage of delivery, the customer notifies in writing within 5 days of receipt of the Goods and in the case of non-delivery of Goods, the Customer notifies in writing both the Company concerned and makes a complete claim in writing within 7 days of the date of consignment.

RESERVATION OF TITLE

The property and title in all goods sold or agreed to be sold by the company to the customer shall remain vested in the company, whether or not the goods have been delivered to the customer, until the company has received payment in full of the price of such goods and all the other goods in respect of which payment is then due. Unless title in the goods passes to the customer, the customer shall store the goods as Bailee and in a fiduciary capacity for the company and shall ensure that the goods remain at all times separately indefeasible as the property of the company and shall return the goods to the company on request.

CANCELLATION ORDERS

Goods returned without the company’s consent in writing will not be accepted for credit.

WAIVER

A waiver by the company of any of these conditions does not constitute a general waiver of such conditions. No waiver by the company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

NOTICE

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business.

GOVERNING LAW AND JURISDICTION

The contract and the Conditions shall be governed by and construed in accordance with Irish Law and the Courts of Ireland are to have Jurisdiction to settle any disputes which may arise out of or in connection with the contract of these conditions.