

# New Customer Account Application Form



Ruminant Feed Specialists

\*\* All sections must be completed\*\* (Any incomplete forms will be returned)

## COMPANY DETAILS

Trading Name of Applicant

Registered Office Address

Postcode

Billing Address  
(if different from above)

Postcode

Telephone No.

Mob No.

Email

Fax No.

Company Reg No

VAT Reg No.

Type of business (Tick which applies)

Sole Trader  PLC  Partnership   
Limited Liability Partnership   
Limited Company

No. of Years Trading

Credit Limit Req'd

Contact Name

Do you require a Purchase Order Number or Reference Number for payment

Y / N

## BANK DETAILS

Name & Address of Bank

Postcode

Account Name

Account Number

Sort Code

- ▶ Terms and Conditions of Sale attached
- ▶ Payment accepted by Bacs, Cheque, Credit or Debit card
- ▶ Direct Debit Mandate attached

# New Customer Account Application Form



## TRADE REFERENCES

REF 1

Address

Postcode

Email  Tel No.

REF 2

Address

Postcode

Email  Tel No.

## PARTNERSHIP DETAILS

Please list full names and addresses of all partners (if more than 2 continue overleaf)

Name & Address of Partner

Name & Address of Partner

## CUSTOMER DECLARATION & SIGNATURE

I am authorised to apply for a credit account on behalf of the above company and accept the conditions referred to on this application form (including

1. I accept that no supplies will be made under any circumstances whilst the account remains overdue
2. I authorise Davidsons Animal Feeds to investigate all credit references relating to the above.
3. I understand that goods may be required to be paid in advance until a credit account is in place.

SIGNATURE

PRINT NAME

POSITION

DATE



## Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

**Davidson Brothers (Shotts) Ltd**  
 Gray Street  
 Shotts  
 Lanarkshire  
 ML7 5EZ

Service user number

8	0	0	2	0	7
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Name(s) of Account Holder(s)


Bank/Building Society account number

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Branch Sort Code

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Name and full postal address of your Bank or Building Society

To: The Manager	Bank/building society
Address	
Postcode	

For Davidson Brothers (Shotts) Ltd official use only  
This is not part of the instruction to your bank or building society.

**Instruction to your Bank or Building Society**

Please pay Davidson Brothers (Shotts) Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Davidson Brothers (Shotts) Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Reference\*

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**Important:**

Please complete your Davidsons Account Code in the Reference.

**Banks and Building Societies may not accept Direct Debit Instructions for some types of account**

DDI

This guarantee should be detached and retained by the payer.

### The Direct Debit Guarantee



This guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

If there are any changes to the amount, date or frequency of your Direct Debit Davidson Brothers (Shotts) Ltd will notify you five working days in advance of your account being debited or as otherwise agreed. If you request Davidson Brothers (Shotts) Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request

If an error is made in the payment of your Direct Debit, by Davidson Brothers (Shotts) Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society

If you receive a refund you are not entitled to, you must pay it back when Davidson Brothers (Shotts) Ltd asks you to

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

## TERMS AND CONDITIONS OF SALE

### 1 Definitions

In these Conditions "the Seller" means Davidson Brothers (Shotts) Limited (Company No 02527047, registered in Scotland) and having its registered office at Gray Street, Shotts, ML7 5EZ "the Purchaser" means any person, firm, company or unincorporated association who orders or buys goods from the Seller, "the Contract" means the Contract between the Seller and the Purchaser (of which these Conditions form part) for the sale by the Seller to the Purchaser of the Goods, "the Goods" means the goods which are subject of the Contract as specified in the Purchaser's Order and, where the context so admits, any instalment thereof, "the Contract Price" means the total price to be paid by the Purchaser to the Seller for the Goods in accordance with the provisions hereof, "the Invoice" means the invoice given or despatched by the Seller to the Purchaser in respect of the Contract, and the "Purchaser's Order" means an order for goods given (whether verbally or in writing) by the Purchaser to the Seller.

### 2 Formation of the Contract and Acceptance of Terms and Conditions

2.1 The Purchaser's Order shall be deemed to be an offer by the Purchaser to purchase goods from the Seller on the terms stated and/or referred to in these conditions and the Contract shall be deemed to have been concluded in relation to the Goods on the acceptance by the Seller of the Purchaser's Order provided that:-

2.1.1 where the Seller shall indicate to the Purchaser that the Seller shall only be able to accept part of any such order, the Seller's deemed Contract shall only relate to the Goods comprised in such part as is accepted; and

2.1.2 any Contract with a Purchaser who has not purchased from the Seller in the preceding 12 months shall be conditional upon the Purchaser, if so requested by the Seller, supplying the Seller with bank and/or trade references in terms satisfactory to the Seller.

2.2 All goods supplied by the Seller, all rates and prices quoted therefor and all orders received by the Seller are supplied and received only upon these Conditions and/or such additional terms and conditions (if any) as the Seller may specify in writing.

2.3 The giving or sending of any order by the Purchaser shall constitute an unqualified acceptance of these Conditions.

2.4 These Conditions shall, unless otherwise agreed in writing by the Seller, prevail over any terms or conditions submitted, or referred to by the Purchaser, whether in the Purchaser's Order or any negotiations or otherwise which shall be deemed to be void and of no effect.

2.5 The Purchaser may submit a Purchaser's Order electronically but only by prior written agreement with the Seller. Where the Seller agrees to accept Purchaser's Orders electronically, the Seller will issue the Purchaser with a unique access password and shall be entitled to communicate electronically with the Purchaser. The Purchaser is responsible for maintaining the confidentiality of its password. The Purchaser is responsible for all Purchaser's Orders placed electronically, whether or not actually or expressly authorised by the Purchaser. The Seller accepts no responsibility for the time loss, deletion or mis-delivery of any Purchaser's Order submitted electronically and such orders will only be treated as having been received by the Seller when they actually come to the notice of the Seller. The Seller may alter or discontinue the facility for electronic ordering at any time with or without notice. Where the Seller has agreed that the Purchaser may submit orders electronically, for the purposes of these Conditions the phrase "in writing" shall be deemed to include electronic communications.

2.6 The Purchaser acknowledges that it has read these Conditions and that it is fair and reasonable to incorporate them into the Contract.

### 3 Contract Price and Invoice

3.1 The Contract Price shall, except as otherwise herein provided, be the price quoted by the Seller to the Purchaser at the time of, or in response to, the Purchaser's Order plus VAT where applicable and/or other taxes, duties and appropriate other charges and shall be specified in the Invoice. The Seller may agree to discount the Contract Price on such bases and subject to such terms and conditions (as to early payment of the invoice or otherwise) as it may notify to the Purchaser at the time of, or in response to, the Purchaser's Order. Unless the Seller agrees in writing otherwise, the Seller shall not be obliged to offer any discount to the Purchaser in respect of any Purchaser's Order notwithstanding that discounts have been agreed for previous orders for goods given by the Purchaser to the Seller.

3.2 The Seller reserves the right to increase the Contract Price at any time before delivery of the Goods to reflect any increase in the costs of the Seller in fulfilling the Purchaser's Order. The Seller shall give the Purchaser not less than three days notice of any such increase provided that no notice need be given of any increase due to the application or change in rate of any taxes, duties or other levies. The Purchaser may within three days of receipt of such notice cancel the Purchaser's Order for the Goods but if delivery of the Goods is to be made by instalments the Purchaser shall be entitled to cancel only the undelivered portion of the Purchaser's Order. If the Purchaser shall not make such cancellation the increased price shall apply to the Contract except as regards those of the Goods already delivered when the increase is notified.

3.3 The Seller shall be entitled to give or despatch the Invoice to the Purchaser on the date of delivery or at any time thereafter.

### 4 Payment

4.1 Where Goods are supplied by the Seller to the Purchaser on a weekly-account basis, payment is due to be made by the Purchaser to the Seller within 7 days of the date of the Seller's invoice. Where any weekly-account invoice is paid in full within that period, the Purchaser, when making payment, is entitled to deduct any credit surcharge shown on the invoice, but not otherwise.

Where Goods are supplied by the Seller to the Purchaser on a monthly-account basis, payment is due to be made by the Purchaser to the Seller not later than the last day of the month following that within which the Invoice is dated. Where any monthly-account invoice is paid in full not later than the last day of the month following the date of invoice, the Purchaser, when making payment, is entitled to deduct any credit surcharge shown on the Invoice, but not otherwise.

At all times the Seller reserves the right, without notice, to revoke any credit given and to demand immediate payment of all sums due by the Purchaser to the Seller. The Seller also reserves the right at any time to insist upon full payment of the Contract Price on or before delivery of the Goods.

4.2 If payment is made on or before the due date, the Purchaser may deduct, by way of a prompt payment discount, any credit surcharge shown on the invoice.

4.3 If the Purchaser fails to pay the Contract Price in full by the due date then any credit surcharge shown on the Invoice will be applied and will be payable by the Purchaser to the Seller as part of the Contract Price.

4.4 Interest is due and payable on the Contract Price (including, for the avoidance of doubt, any credit surcharge), in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, as amended. Further, the Seller is entitled to claim statutory compensation under that legislation in respect of all overdue invoices and, where appropriate, to claim the reasonable costs of recovery.

4.5 Payments made by the Purchaser to the Seller shall be applied by the Seller to invoices and to goods listed in invoices in such order or manner as the Seller shall at its entire discretion think fit.

4.6 Except with the express agreement in writing of the Seller, no deduction shall be made by the Purchaser from any payment for the Goods for or on account of any matter or thing whatsoever including, but not limited to, any set-off, compensation, counter-claim or present or future taxes provided that this provision shall be without prejudice to the provisions relating to discounts contained within Condition 3.1.

### 5. Delivery

5.1 Delivery of the Goods shall take place, in cases where the Seller undertakes to deliver the Goods, when the Goods are loaded on to the Seller's or carrier's transport at the address specified by the Purchaser or in cases where the Purchaser undertakes to collect the Goods when the Goods are loaded onto the Purchaser's transport at the place of business of the Seller or at such other place as may be agreed for collection of the Goods.

5.2 The Seller reserves the right to make deliveries by instalments in all cases. When the Goods are delivered by instalments, the Purchaser shall not be entitled to treat defective delivery in respect of one or more instalments as a repudiation of the whole of the Contract nor to defer payment for any previous or remaining instalment.

### 6. Examination of the Goods: Shortages, Damage or Loss in Transit

6.1 The Purchaser shall inspect the Goods upon delivery and shall within five days of such delivery (time being of the essence) give notice in writing to the Seller of any alleged shortages in the Goods or of any damage to the Goods incurred during transit or of any other matter or thing (including defects in the quality or condition of the Goods) by reason whereof the Purchaser alleges that the Goods are not in accordance with the Contract. Any delivery book or note marked "Not examined" or similar will not be accepted by the Seller for the purposes of this paragraph. If the Purchaser shall fail to give such notice, then the Goods shall be conclusively presumed to be in accordance with the Contract in all respects and the Purchaser shall be deemed to have accepted the Goods accordingly and shall not be entitled to reject the Goods and the Seller shall have no liability for any shortage, damage or other defect which should have been apparent to the Purchaser on inspection and the Purchaser shall be bound to pay the Contract Price as if the Goods had been delivered in accordance with the Contract.

6.2 If the Seller accepts the Purchaser's claim, the Goods concerned shall be returned, where practicable, to the Seller and the Seller shall at its absolute discretion be entitled either to replace such goods or to refund the price therefor to the Purchaser, or (as the case may be) cancel the liability of the Purchaser to pay the price of the Goods in question and the Seller shall have no further liability to the Purchaser. If it is not practicable (in the opinion of the Seller) for the Goods to be returned to the Seller, the Purchaser shall arrange for their disposal in accordance with the reasonable directions of the Seller.

### 7 Passing of Property and Risk

7.1 Risk in the Goods shall pass to the Purchaser from delivery of the Goods to the Purchaser or to some other person or place at the direction of the Purchaser, notwithstanding any subsequent return or retaking of possession of the Goods by the Seller.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provisions of these Conditions, property in the Goods shall not pass to the Purchaser until the Seller has received in cash or cleared funds payment in full of the Contract Price and of all other sums which may be due by the Purchaser to the Seller at the time the Contract price is so paid in full.

7.3 Until property in the Goods passes, the Purchaser shall keep the Goods free from any lien, charge or encumbrance and the Seller may at any time require the Goods to be returned to it by the Purchaser and if such requirement is not met within two days the Seller may retake possession of the Goods and may enter any premises of the Purchaser (including shut and lockfast premises) for that purpose.

7.4 Until such time as the property in the Goods passes to the Purchaser, the Purchaser shall hold the same as the Seller's fiduciary agent and shall keep them separate from the property of the Purchaser and third parties and properly stored, protected and insured and identified as the property of the Seller. If the Purchaser shall sell or otherwise dispose of or process the Goods (or any part thereof), it shall hold as trustee for the Seller the proceeds of such sale, disposal or process or other monies derived from or representing the Goods (including insurance proceeds) and shall keep such proceeds or other monies separate from any monies or property of the Purchaser and/or third parties and shall as soon as possible after receiving the same pay such monies to the Seller.

### 8 Warranties and Liability

8.1 Subject to the following provisions of this Condition and subject also to the limitation of liability contained within Condition 6.1 the Seller warrants that the Goods will correspond in all material respects (and to within reasonable tolerance levels) with their specification at the time of delivery. In addition, if the Purchaser has made known to the Seller the purpose for which the Goods are required and the Seller agrees either in writing, or verbally that the Goods are reasonably fit for that purpose then the Seller so warrants.

8.2 Subject as expressly provided in these Conditions, and except where Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.3 Subject to Paragraphs 8.4 and 8.5 of this Condition the Seller shall not be liable for any loss (of whatever nature and including, for the avoidance of doubt, direct, indirect or consequential loss to the business of the Purchaser), damage, deficiency, destruction, delay, detention or defect of or to or in connection with the Goods or any part thereof arising (directly or indirectly) in any manner or at any time from any cause whatsoever (including without limitation any act, omission or negligence of the Seller).

8.4 Subject always to paragraph 8.5 of this Condition but notwithstanding any other provision of these Conditions:-

8.4.1 Subject to paragraphs 8.4.2 and 8.4.3 of this Condition, the Seller's total liability, if any, to the Purchaser whether in respect of breach of contract, breach of duty, negligence or otherwise in respect of any defect in the Goods shall be limited to

8.4.1 in the case of Goods which are animal feeds: and

8.4.2 (at the option of the Seller) replacing the defective Goods or giving appropriate credit for or repayment in respect of the defective Goods: and

8.4.3 in the case of death of an animal as a result of such defect, the reasonable replacement cost of the animal or loss of its sale value: and

8.4.4 in the case of illness of an animal as a result of such defect, the reasonable loss of production from the animal until recuperation or replacement: and

8.4.5 the reasonable cost of necessary vet fees and medical supplies: and

subject to an aggregate maximum of £ 1/2 million: and

8.4.6 in the case of other Goods (at the option of the Seller) replacing the defective Goods or giving appropriate credit for, or repayment in respect of the defective Goods.

8.4.2 The Seller shall have no liability in respect of any defects in any of the Goods which have undergone any process after delivery including Goods which are straight materials (single raw materials) and which are not intended for supply as a suitable single animal feedstuff but are sold for mixing or further processing with other materials under the Purchaser's direct control and therefore at the Purchaser's sole risk.

8.4.3 The Seller shall have no liability whatsoever unless legal proceedings in respect of any claim have commenced within six months of the delivery of the Goods.

8.5 The foregoing paragraphs 8.3 and 8.4 of this Condition shall not apply in respect of any liability of the Seller for death or personal injury to persons resulting from any breach of duty (as the same are defined in the Unfair Contract Terms Act 1977) on the part of the Seller.

8.6 The price of Goods sold or offered for sale by the Seller (including the Goods) is based upon the foregoing limitations as to its liability under the Contract.

### 9. Force majeure

The Seller shall not be responsible for any delay or failure to fulfil any of its obligations under the Contract nor be liable for any loss or damage suffered or incurred by the Purchaser by reason of any delay in delivery of the Goods or any part thereof caused directly or indirectly by any act of God, war, government or parliamentary restriction, import or export regulation, strike, lockout, trade dispute, fire, theft, flooding, breakdown of plant or premises, failure of supplies or any other cause whatsoever beyond the control of the Seller.

### 10. Indemnity

The Purchaser shall indemnify the Seller in respect of all loss, damage or injury occurring to any person, firm, company or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which the Seller may become liable in respect of the Goods in the event that such loss, damage or injury shall have been occasioned otherwise than by the negligence of the Seller.

### 11. Insolvency of the Purchaser

11.1 This clause applies if:

11.1.1 the Purchaser makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction): or

11.1.2 any person lawfully takes possession, or a receiver is appointed, of any of the property or assets of the Purchaser: or

11.1.3 the Purchaser ceases, or threatens to cease to carry on business or is unable to pay its debts or they fall due for payment: or

11.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.

11.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Purchaser, and if the Goods have been delivered but not paid for all sums shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 12 General

12.1 No failure or delay by the Seller to exercise any right, power, remedy or privilege shall operate as a waiver thereof.

12.2 The Seller reserves the right to set-off or compensate against any amount due by it to the Purchaser any debt which might be due by the Purchaser to the Seller.

12.3 The amount of any sum due by the Purchaser to the Seller under the Contract shall be sufficiently ascertained by a certificate under the hand of any director or authorised official of the Seller and (except in the case of manifest error) such certificate shall be final and binding on the Purchaser for every purpose.

12.4 Each provision of these Conditions which is set out in a separate paragraph shall be capable of being construed as a separate and independent provision severable from all or any of the other provisions of these Conditions.

### 13 Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with Scots Law and the Seller and the Purchaser each hereby irrevocably prorogates the non-exclusive jurisdiction of the Scottish Courts.