

**HEREFORD GALVANIZERS LIMITED**

Westfields Trading Estate, Hereford, HR4 9NS

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**NETT MONTHLY CREDIT ACCOUNT APPLICATION FORM**

**Complete This Section For Limited Companies**

Company Name: .....

Full address: .....

.....

Post Code: .....Telephone number: .....

Fax number :.....Company Registered Number:.....

**Complete This Section For Sole Traders & Partnerships**

Business Name: .....

Business address: .....

.....

Post Code: ..... Period of trading .....months/years \*

Telephone number: ..... Fax number .....

**Proprietors/Partners Names & Home Addresses (if more than 2 please continue overleaf)**

Name: ..... Name: .....

Address: ..... Address: .....

.....

.....

Post Code: ..... Post Code: .....

**For All Applications** We hereby accept Hereford Galvanizers Ltd Terms of Trading

Signed..... Name.....

Position ..... Date.....

Please send invoices/statements by: FAX / EMAIL \* to .....

\* Delete as appropriate

Trade ref name 1: ..... Trade ref name 2: .....

Address: ..... Address: .....

.....

Post code: ..... Fax: ..... Post code: ..... Fax: .....

**For Office Use Only**

Credit Required £..... Credit Agreed £.....

Referred ..... Date .....

Notes .....

## HEREFORD GALVANIZERS LIMITED

# Special Conditions of Trading

### 1. Special Conditions

- (i) These Special Conditions ("the Conditions") apply to all contracts ("the Contract") between Hereford Galvanizers Limited ("the Company") and any Customer ("the Customer") for the provision of coating services ("the Service") by the Company for any metal items ("the Material") supplied by the Customer for the Service.
- (ii) The Customer shall be deemed to have read and be aware of the Conditions prior to entering into the Contract with the Company.
- (iii) Any addition to, variation or modification of the Conditions shall only be effective if given by the Company in writing and
- (iv) The Company reserves the right to add, amend or vary the Conditions prior to entering into the Contract with the Customer.

### 2. New Accounts

- (i) Credit will only be granted at the Company's discretion and any order from the Customer is subject to the establishment of satisfactory credit status.
- (ii) The Company reserves the right to cancel the Customer's credit arrangements if in the Company's absolute discretion the Customer is not complying with the Conditions.
- (iii) Subject to the above, the Customer shall pay the Company for the Service before the Company will release the galvanized material to the Customer.

### 3. Prices

- (i) All galvanizing prices are based on the weight of the material following galvanizing ("the Galvanized Material"). Powder coating prices are usually based upon surface area.
- (ii) All prices are quoted ex-works (except where otherwise quoted in writing) and are exclusive of VAT.
- (iii) Unless the Customer is quoted a fixed price, the Company reserves the right to adjust the prices and to charge accordingly should there be any major variations in the cost of labour, zinc or other products used in the service (and transport where applicable) from those ruling at the date of the quotation.
- (iv) Minimum order charges may be applicable.

### 4. Acceptance

- (i) The quotation given by the Company is subject to acceptance by the Customer within 30 days from its date.
- (ii) Any patent clerical error or omissions in the quotation are subject to correction.

### 5. Payment

- (i) The Company's terms of settlement are by one month after the end of the month of invoice for credit customers ("the due date") or, as the case may be, on or before despatch, collection or delivery for cash customers..
- (ii) The Company reserves the right to charge interest at the rate of four per cent above Lloyds Bank PLC Base Rate from time to time in force on a day to day basis from the due date until payment is received by the Company.

### 6. Standard of Work

- (i) All materials are galvanized to the requirements of British and European Standard BS EN ISO 1461: 2009 or any subsequent modification or amendment of such specification relating thereto.
- (ii) The Company is B.S.I. Registered to BS EN ISO 9001: 2008.
- (iii) Other than as stated, no guarantee or warranty in respect of the Service supplied by the Company is implied (nor is it to be inferred by the Customer) in or from the Contract.

### 7. Warning to Customer

- (i) Every care is taken by the Company during processing and no responsibility will be accepted by the Company for processing material which is, for any reason, unsuitable for hot dip galvanizing or powder coating.
- (ii) Without prejudice to the generality of the foregoing. THE CUSTOMER'S ATTENTION is drawn to the following:
  - (a) The hot dip process involves dipping pre-cleaned material into molten zinc at approximately 440-460°C. Material may be subject to warpage and distortion during processing due to the release of rolling and/or fabricating stresses.
  - (b) Materials sent to the Company for galvanizing should always be free from grease, paint and/or other coatings as this slows down the processing and involves additional costs.
  - (c) All welding slag on material should be cleaned off by the Customer prior to delivery to the Company's works.

- (d) Closed sections of pipe or sealed cavities in any assembled material must NEVER be included in material to be galvanized. Customers should note that advice from the Company is available BEFORE any material is assembled by the Customer.
- (e) The Customer must remember to leave adequate clearance on threads in material to allow for the thickness of the zinc coating in the galvanizing process.
- (f) If in doubt, the Customer should seek the advice of the Company prior to the Contract.
- (g) The Customer must be aware that thin gauge material may distort during the shot blasting process.
- (h) The Customer must be aware that only material galvanized by the Company will be fettled prior to Powder Coating.

### 8. Inspection and Delivery

- (i) All galvanized and/or powder coated material is carefully examined by the Company before despatch from the Company's works and such inspection shall be deemed to be final.
- (ii) The Company provides facility for inspection of coated material by the Customer at the Company's premises prior to despatch and if such inspection is carried out by the Customer it shall be deemed to be final.
- (iii) Should the coated material arrive at the Customer's premises in a damaged condition, the Customer must sign for it as such and the extent of the damage be recorded on the delivery note (the Company must also be notified in writing immediately) otherwise the Company accepts no responsibility whatsoever.
- (iv) No claims for repair and/or replacement to the coated material by the Customer shall be entertained by the Company unless the Company shall first have the opportunity of inspecting the damaged parts or agreeing in writing that such remedial work shall be met at its own expense. This Sub-Condition shall also apply to steel work received by the Company which is considered unacceptable for any other reason.
- (v) The Company may provide transport services for delivery of steel work to the Customer's premises and/or site. A maximum of two hours waiting time is permitted, but thereafter, the Customer will be liable for demurrage, at the Company's applicable hourly rate.

### 9. Packing

Packing galvanized material is not normally necessary but when required it will be supplied and charged for by the Company. A credit will be given when such packing is returned in good condition carriage paid to the Company. Powder coated material is packaged to a reasonable level to protect it in transit.

### 10. Storage

- (i) The Company is willing, provided such storage facilities are available at its premises, to store the coated material for the customer for a period of fourteen days only free of charge. Thereafter the Company reserves the right to impose a service charge on the Customer on a weekly basis.
- (ii) Subject as above, where the Customer refuses or neglects to take or accept delivery of the coated material, the Company shall be under no obligation to store or safeguard the same and shall not be under any liability to the Customer for any deterioration in the coated material arising from the time when delivery or collection was offered and the actual date of delivery or collection.

### 11. Force Majeure

- (i) Should the Service (including despatch or delivery of the coated material) be delayed by war, fire, strikes, act of God, lockouts, accidents, defective material or by any act or default on the part of the Company or by any cause whatsoever beyond the Company's reasonable control, the Company shall be granted by the Customer a reasonable extension of time within which to carry out the Contract and time shall never be of the essence.
- (ii) The Company will not entertain penalty clauses nor agree to liquidated damages for late delivery.

### 12. Lien Clause

The Company shall have a lien on all property in their possession belonging to a customer for all amounts due to them at any time from that customer and may use, sell or dispose of that property as agent for and at the expense of the customer and apply the net proceeds in or towards the payment of such amounts on first giving 14 days notice in writing to the customer of an intention to do so. Subject to accounting to the customer for any balance remaining after payment of any amounts due to the Company and the costs of the sale or disposal, the Company shall be discharged of any liability in respect of the customer's property.