

Sales Contact 

## Credit Application Form

Please complete the form using **BLOCK** Capitals, and return to: **F** 01423 332101 **E** [accounts@green-tech.co.uk](mailto:accounts@green-tech.co.uk)

### Company Name Details

Company Name		Accounts Contact	
Contact Name		Accounts Email	

### Company Address

Street Address			
Town		County	
Postcode			
Telephone No:		Fax No:	
Email			
Registered Address (If different to above)			

### Directors / Partners / Sole Proprietors Details

Name		Name	
Address		Address	
Postcode		Postcode	

### Trade References

Name		Name	
Address		Address	
Postcode		Postcode	
Telephone No		Telephone No	
Fax No		Fax No	
Email		Email	

### Limited Company Details

Date Business Started			
Name of Bank		Account No	
Address			
Registration No		Nominal Capital	
Max Credit Req.		Registered VAT No	

### Agreement

**I have read and accept your standard terms & conditions**

Signed		Date	
Print Name		Position Held	

## Terms & Conditions

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The buyer's attention is in particular drawn to the provisions of condition 10.4.

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

**Buyer:** the person, firm or Greentech who purchases the Goods from Greentech.

**Greentech:** Greentech Limited (Company No: 4543146) whose registered office is situated at Rabbit Hill Business Park, Great North Road, Arkendale, Knaresborough, HG5 0FF..

**Contract:** any contract between Greentech and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

**Delivery Point:** the place where delivery of the Goods is to take place under condition 4.

**Goods:** any goods agreed in the Contract to be supplied to the Buyer by Greentech (including any part or parts of them).

1.2 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.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

### 2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all Greentech's sales 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 Greentech. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Greentech which is not set out in the Contract. Nothing in this condition shall exclude or limit Greentech's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Buyer from Greentech shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by Greentech until a written acknowledgement of order is issued by Greentech or (if earlier) Greentech delivers the Goods to the Buyer.

2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until Greentech issues an acknowledgement of order to the Buyer or despatches the Goods to the Buyer.

2.8 Any quotation is valid for a period of 30 days only from its date, provided that Greentech has not previously withdrawn it (unless otherwise agreed in writing).

2.9 For the avoidance of doubt, the Contract shall come into existence when Greentech issues an acknowledgement of order to the Buyer (or despatches the Goods, if earlier); thereafter no alteration or cancellation shall be made to the order by the Buyer, whether the Goods are bespoke or otherwise, without the agreement (in writing) of Greentech.

### 3. DESCRIPTION

3.1 The quantity and description of the Goods shall be as set out in Greentech's quotation, and confirmed in the acknowledgement of order, and it is the responsibility of the Buyer to ensure the suitability and accuracy of their order requirements.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by Greentech and any descriptions or illustrations contained in Greentech's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

### 4. DELIVERY

4.1 Unless otherwise agreed in writing by Greentech, delivery of the Goods shall take place at Greentech's place of business or such other Delivery Point as agreed between the parties.

- 4.2 The Buyer shall take delivery of the Goods as soon as possible after having received notification from Greentech that they are available for delivery but no later than within seven days unless previously agreed.
- 4.3 Any dates specified by Greentech for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.4 Subject to the other provisions of these conditions Greentech shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Greentech's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or Greentech is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, personnel, documents, vehicular access, licences or authorisations:
- (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by Greentech's negligence);
  - (b) the Goods shall be deemed to have been delivered; and
  - (c) Greentech may store the Goods until re-delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, original and re-delivery charges, storage and insurance).
- 4.6 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and/or manual labour for unloading the Goods in a timely manner. Greentech reserve the right (in its sole discretion) to charge for an excessive waiting or unloading time in addition to the price for the Goods.
- 4.7 If Greentech delivers to the Buyer a quantity of Goods of up to 5% more or less than the quantity accepted by Greentech, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- 4.8 Greentech may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 5. NON-DELIVERY**
- 5.1 The quantity of any consignment of Goods as recorded by Greentech on despatch from Greentech's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 Greentech shall not be liable for any non-delivery of Goods (even if caused by Greentech's negligence) unless the Buyer gives written notice to Greentech of the non-delivery within five days of the date when the Goods would in the ordinary course of events have been received.
- 5.3 Any liability of Greentech 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 rata Contract rate against any invoice raised for such Goods.
- 5.4 Any discrepancy relating to the quantity, quality or description of the Goods must be communicated to Greentech within 48 hours of delivery by telephone and confirmed in writing within seven days of the time of delivery.
- 6. RISK/TITLE**
- 6.1 The Goods are at the risk of the Buyer from the time of delivery.
- 6.2 Ownership of the Goods shall not pass to the Buyer until Greentech has received in full (in cash or cleared funds) all sums due to it in respect of:
- (a) the Goods; and
  - (b) all other sums which are or which become due to Greentech from the Buyer on any account.
- 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
- (a) hold the Goods on a fiduciary basis as Greentech's bailee;
  - (b) store the Goods (at no cost to Greentech) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Greentech's property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (d) maintain the Goods in satisfactory condition and keep them insured on Greentech's behalf for their full price against all risks to the reasonable satisfaction of Greentech. On request the Buyer shall produce the policy of insurance to Greentech.
- 6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
  - (b) any such sale shall be a sale of Greentech's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

- 6.5 The Buyer's right to possession of the Goods shall terminate immediately if:
- (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
  - (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between Greentech and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
  - (c) the Buyer encumbers or in any way charges any of the Goods.

6.6 Greentech shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Greentech.

6.7 The Buyer grants Greentech, 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.

6.8 Where Greentech is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Greentech to the Buyer in the order in which they were invoiced to the Buyer.

6.9 On termination of the Contract, howsoever caused, Greentech's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

## **7. PRICE**

7.1 Unless otherwise agreed by Greentech in writing, the price for the Goods shall be the price set out in Greentech's price list published on the date of delivery or deemed delivery.

7.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

## **8. PAYMENT**

8.1 Subject to condition 8.4, payment of the price for the Goods is due in pounds sterling or Euros within 30 days of the invoice date unless otherwise agreed.

8.2 Time for payment shall be of the essence.

8.3 No payment shall be deemed to have been received until Greentech has received cleared funds.

8.4 All payments payable to Greentech under the Contract shall become due immediately on its termination despite any other provision.

8.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Greentech to the Buyer.

8.6 If the Buyer fails to pay Greentech any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to Greentech on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of Yorkshire Bank, accruing on a daily basis until payment is made, whether before or after any judgment. Greentech reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## **9. QUALITY**

9.1 Where Greentech is not the manufacturer of the Goods, Greentech shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to Greentech.

9.2 Greentech warrants that (subject to the other provisions of these conditions) on delivery, the Goods shall:

- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- (b) be reasonably fit for purpose; and
- (c) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to Greentech in writing and Greentech has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of Greentech. Where the Goods are used in conjunction with living plants, Greentech makes no warranties on its goods either expressly or implied concerning the effects of the Goods on root or plant growth. Greentech recommends that an arborist, or horticulturalist with knowledge of local conditions be consulted

9.3 Greentech shall not be liable for a breach of the warranty in condition 9.2 unless:

- (a) the Buyer gives notice by telephone within 48 hours and confirms by written notice of the defect to Greentech, and, if the defect is as a result of damage in transit to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and

- (b) Greentech is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by Greentech) returns such Goods to Greentech's place of business at the Buyer's expense for the examination to take place there.

9.4 Greentech shall not be liable for a breach of the warranty in condition 9.2 if:

- (a) the Buyer makes any further use of such Goods after giving such notice; or
- (b) the defect arises because the Buyer failed to follow Greentech's 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
- (c) the Buyer alters or repairs such Goods without the written consent of Greentech.

9.5 Subject to condition 9.3 and condition 9.4, if any of the Goods do not conform with the warranty in condition 9.2 Greentech 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 Greentech so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to Greentech.

9.6 If Greentech complies with condition 9.5 it shall have no further liability for a breach of the warranty in condition 9.2 in respect of such Goods.

## **10. LIMITATION OF LIABILITY**

10.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of Greentech (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (a) any breach of these conditions, including any deliberate personal repudiatory breach;
- (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 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.

10.3 Nothing in these conditions excludes or limits the liability of Greentech:

- (a) for death or personal injury caused by Greentech's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for Greentech to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

10.4 Subject to condition 10.2 and condition 10.3:

- (a) Greentech's 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 the Contract shall be limited to the Contract price; and
- (b) Greentech shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## **11. ASSIGNMENT**

11.1 Greentech may assign the Contract or any part of it to any person, firm or Greentech.

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

## **12. FORCE MAJEURE**

Greentech reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Greentech including, without limitation, acts of God, governmental actions, war 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 restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 28 days, the Buyer shall be entitled to give notice in writing to Greentech to terminate the Contract.

## **13. GENERAL**

13.1 In exceptional circumstances and only at the discretion of the Directors, Goods may be accepted for return. In these circumstances a handling charge of 25% will be applied and the Buyer is responsible for the safe and complete return of the Goods. Greentech will not accept the return of non-stock Goods purchased by specific request of the Buyer, or Goods made to specifically to order.

13.2 Each right or remedy of Greentech under the Contract is without prejudice to any other right or remedy of Greentech whether under the Contract or not.

- 13.3 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 illegality, invalidity, voidness, 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.
- 13.4 Failure or delay by Greentech in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.5 Any waiver by Greentech of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 13.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.7 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.
- 13.8 Any Goods consisting of pesticides and chemicals are sold on the basis that they will be used by competent end users within the guidelines of the FEPA (Food and Environment Protection Act) 1985. Any such Goods are sold on the understanding that they are used strictly within the latest Approved Recommendations for such products. The Buyer acknowledges that when using pesticides and chemicals that they are qualified to do so and that they will ensure that any person that comes into contact with such Goods are similarly qualified and Greentech accepts no responsibility for any losses, damages or injuries incurred as a result of any such misuse.

#### **14. COMMUNICATIONS**

- 14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
- (a) (in case of communications to Greentech) to its registered office or such changed address as shall be notified to the Buyer by Greentech; or
  - (b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a Greentech) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to Greentech by the Buyer.
- 14.2 Communications shall be deemed to have been received:
- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
  - (b) if delivered by hand, on the day of delivery; or
  - (c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 14.3 Communications addressed to Greentech shall be marked for the attention of a director.