



Killeshal Precast Concrete Ltd.
Daingean, Co Offaly,
R35 YK85
Ireland

Tel/Fax: +353 (0)57 9353018 | Fax: +353 (0)57 9353272

Email: mkerrigan@killeshal.com

Web: www.killeshal.com

Credit Application Form



Please complete and return the following documents:

Documents required

1	Credit Application Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Conditions of Sale	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Personal Guarantee	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Copy of Letterhead for Company/Partners/Business	Yes <input type="checkbox"/>	No <input type="checkbox"/>

On completing and signing the above documents please return the **ORIGINALS** by post to:

**Accounts Receivable
Killeshal Precast Concrete Limited
Daingean
Co Offaly**

A/C Number
(official use only)

PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITALS

Section 1: Company Information

Application Date:

Title: First Name: Surname:

Company Name:

Trade Name: (if different)

Company Registration (CRO) Number:

VAT registration Number:

Full Company Address:

Accounts Address: (if different to above)

Telephone No: Fax No:

Mobile No: Email Address:

Years/Months Trading:

Type of Business:

Credit Limit required:

Credit Account Denomination Request: Euro Sterling Other

Invoices/Statements should be emailed to: (eBilling)

Does your business require Purchase Order Number to be issued with all orders placed: Yes:
No:

Section 2: Company Type

Please Tick the Appropriate Box

Sole Trader: Private Company (Ltd): Public Company (Plc):

Partnership: Other:
Please specify

Have you previously traded with Killeshal Precast Concrete Ltd:
Yes: No:

If Yes please state:
Date: A/c No. or Name:

Section 3: Applicants Information

Applicant Name:

Position Held:

Telephone:

Fax:

Mobile:

Email Address:

Section 4: Principal Directors/Partners/Owner

Principal Director/Partner/Owner: 1

Name:

Telephone:

Mobile:

Email Address:

Principal Director/Partner/Owner: 2

Name:

Telephone:

Mobile:

Email Address:

Section 5: Other Relevant Contacts

Purchasing Manager

Name:

Telephone:

Mobile:

Email Address:

Accounts Payable

Name:

Telephone:

Mobile:

Email Address:

Section 6: Trade References

Please list 3 Businesses that you receive credit from and trade with on a regular basis:

Reference: 1

Company Name:

Address :

Telephone No:

Fax No:

Comments:

 official use only

Reference: 2

Company Name:

Address:

Telephone No:

Fax No:

Comments:

 official use only

Reference: 3

Company Name:

Address:

Telephone No:

Fax No:

Comments:

 official use only



Section 7: So that we can identify our strategic advertising market we ask you:

How did you here about us?

Golden Pages:	<input type="text"/>	Flyers:	<input type="text"/>
Internet:	<input type="text"/>	Cold Call/Sales Reps:	<input type="text"/>
Magazine:	<input type="text"/>	Sales Drive:	<input type="text"/>
Radio:	<input type="text"/>	Recommendations:	<input type="text"/>
Other:	<input type="text"/>	Mailshot:	<input type="text"/>
If other please state:	<input type="text"/>		
	<input type="text"/>		

Section 8: Data Protection Act

In accordance with the Data Protection Act, I Consent to Killeshal Precast Concrete Limited using the information supplied on this application form to administer my application and acknowledge that this information will be processed and held on Killeshal Precast Concrete Ltd computer systems. In addition Killeshal Precast Concrete Limited may use some of the information which is held on the company's computer system to send us product information by post,telephone, SMS, fax or email.

Section 9: Declaration

I hereby declare that I have read, noted and agree to be bound by the Conditions of Sale in trading with Killeshal Precast Concrete Limited. I also declare that the details furnished by me are true and accurate.

Signature:

Print Name: Date:

Section 10: Official Use Only

References Checked	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Comments: <input type="text"/>
Account Created	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Conditions of Sale	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Employee signature <input type="text"/>
Personal Guarantee	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Business Letterhead	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Print Name <input type="text"/>

CONDITIONS OF SALE

1. These terms and conditions together with the particulars set out overleaf supersede any terms and conditions proposed by the buyer and may not be varied except with the written consent of the Seller.
2. The Seller reserves the right by notice given at any time before delivery to vary the price of the goods if, after the date hereof, there is any increase or decrease in the total cost of such goods to the Seller arising from any cause beyond the Seller control. Provided that if any such price variation shall increase the price of the goods by more than 10% over that ruling at the date hereof, the buyer may by written notice to the Seller cancel the undelivered balance of this contract.
3. Until full payment has been made of all sums outstanding from the buyer to the Seller (including balances outstanding in respect of prior transactions):
 - a. The property in the goods shall remain in the Seller.
 - b. The Seller reserves the rights of disposal of the goods until all the debts owing to the Seller arising from the sale have been discharged. If the buyer sells the goods before all debts owing to the Seller have been discharged then the buyer shall transfer to the Seller all and every claim he has as against his buyer emanating from the transaction.
 - c. In the event of the appointment of a Liquidator or Receiver by the buyer the Seller shall have the right to re-possess the goods and the buyer hereby grants the seller irrevocable licence to enter upon any premises of the buyer for so doing.
4. The Seller shall not be liable:
 - a. For failure to perform any obligation hereunder if such failure was caused by circumstances beyond the Seller control, or
 - b. To make good any damage or loss whether arising directly or indirectly out of delay in performing any obligations hereunder.
5. Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract as to deliveries which are affected.
6. All claims for damage to, or partial loss of goods in transit must be submitted in writing to both the carrier and the Seller within three days of delivery, in the case on non-delivery of the whole consignment, claims must be submitted in writing to both the carrier and the Seller within seven days of receipt by the buyer (or the buyer's agent) of notification of dispatch of the goods in the absence of claims within the terms mentioned above the goods shall be deemed to have been delivered in accordance with the contract.
7. All representations, warranties and conditions express or implied, by Statute Common Law or otherwise in respect of the goods whether as to quality, fitness for any purpose or otherwise are hereby expressly excluded and the Seller shall not be liable for any loss, injury damage cost or expense arising whether directly or indirectly from or in connection with the goods, their use, application or storage. Without prejudice to the above the Seller will be prepared to consider claims concerning the quality of the goods provided that such claims are notified to the Seller within 30 days of receipt of the goods by the buyer.
8. The Seller may, without prejudice to its other rights and remedies, terminate this contract if either there shall be any breach by the buyer of any term or condition hereunder or the financial responsibility of the buyer shall in the opinion of the Seller, become impaired or unsatisfactory.
9. Where the buyer has specified that the goods shall be of a certain size, such specification shall be subject to reasonable commercial variation.
10. The construction, validity and performance of this contract shall be governed by the internal Laws of the Republic of Ireland.
11. When goods are made or adapted by the Seller in accordance with the buyer's specifications the buyer shall indemnify the Seller against all damages, penalties, costs, claims and expenses incurred by the Seller in respect of the infringement of alleged infringement by such goods of any patents, registered designs, trade marks or other rights belonging to third parties.
12. The buyer shall pay to the seller in addition to the price specified overleaf the amount of any Value Added Tax chargeable on the supply of goods and/or services hereunder at the rate ruling at the time of supply which shall be determined in accordance with the Value Added Tax Act, 1972, the Finance Act, 1973, and in Statutory Orders and Regulations made thereunder. The buyer shall be liable for any Purchase tax or similar taxes, levies or duties which may replace Value Added Tax.
13. In the case of partial completion of an order, the Seller shall be entitled to a quantum meruit in respect of all work done by it without prejudice to its rights should non completion be occasioned by the buyers.
14. The seller reserves the right to sub-contract the fulfillment of the order or any part thereof.
15. The buyer shall effect payment to the Seller for all Goods supplied within 30 days from the month of invoice, or as agreed with the Seller.
16. Interest will be charged on all overdue amounts at the rate expressed in Statutory Instrument No. 388 of 2002- EC (Late Payment in Commercial Transactions) Regulations 2002.
17. The Seller reserves the rights to recover all and any charges incurred by it in collecting overdue monies including debt collection fees, solicitor's fees and/or court costs.
18. Texture and colour of standard concrete and fair-face concrete products.
Precast concrete products are manufactured using cement and cementitious materials such as fly-ash and slag cement and other materials such as coarse stone and fine sand aggregates. These materials used in concrete production are naturally occurring materials and as such will have a degree of colour variation and surface texture. Also, the ambient conditions in which precast concrete products are manufactured and the age of such concrete products will also affect the appearance of such products, further, concrete products stored on-site for prolonged periods in inclement weather are also liable to become water stained and can increase the possibility of efflorescence, whilst water marks or efflorescence are not detrimental to the performance of concrete products they may not be aesthetically pleasing. However, in most situations externally installed concrete products will return to a uniformity of surface appearance as the products accustom to the ambient conditions.
19. Product design is the ultimate responsibility of the Customer.

I/We have read and fully understand the above Conditions of Sale and agree to be bound by them.

Signature: _____

Print Name: _____

Date: _____

PERSONAL GUARANTEE

PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITALS

To: Killeshal Precast Concrete Limited
Daingean
Co Offaly

Dear Sir,

In Consideration of your agreement to supply goods and/or services and the granting of credit in accordance with your Conditions of Sale **TO-**
(company name) _____
of (registered Office) _____
(herein after called the "Principal Debtor") -

1. I/we shall pay you on demand, and hereby guarantee the repayment to you on demand all monies which may become due to you from the Principal Debtor for all such goods and services as you may from time to time supply to the Principal Debtor.
2. The agreement shall be a continuing guarantee to you for all debts whatsoever and whensoever arising against the Principal Debtor with you in respect of the goods and services to be supplied to the Principal Debtor and my liability hereunder shall not be affected by you giving time or any other indulgence.
3. This guarantee shall be binding upon me or in the event of my death upon my Personal Representatives. I reserve the right for myself or for my Personal Representatives by one months notice in writing expiring on any day to revoke this guarantee in respect with all future dealings with the Principal Debtor with you after the expiration of the said notice, provided however, that such notice shall not operate to release me or my Personal representatives from any obligations arising hereunder prior to the said date of expiration.
4. Where the context so admits, any reference in this guarantee to the singular number include the plural number.

I/we have read and understand the terms of this guarantee and agree to be bound by this agreement. I/we hereby acknowledge that I/we have been informed of the advisability of seeking independent legal advise before signing this agreement.

Yours faithfully,

Director 1

Signature: _____

Print Name: _____

Private
Address: _____

Director 2

Signature: _____

Print Name: _____

Private
Address: _____

Witness

Signature _____

Print Name: _____

Dated this: _____