

FULL NAME OF APPLICANT \_\_\_\_\_  
TRADING NAME \_\_\_\_\_  
INVOICE ADDRESS \_\_\_\_\_  
POST CODE \_\_\_\_\_ EMAIL \_\_\_\_\_  
TEL \_\_\_\_\_ MOBILE \_\_\_\_\_ FAX \_\_\_\_\_

TRADING STYLE (tick box) LIMITED COMPANY  SOLE TRADER  PARTNERSHIP  PLC

NATURE OF BUSINESS \_\_\_\_\_ PARENT HOLDING COMPANY \_\_\_\_\_

YEAR TRADING COMMENCED \_\_\_\_\_ COMPANY REGISTRATION NO. \_\_\_\_\_

IF PARTNERSHIP GIVE FULL NAMES (NOT INITIALS) AND HOME ADDRESSES OF ALL PARTNERS

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_

FORM COMPLETED BY (PRINT NAME) \_\_\_\_\_ POSITION \_\_\_\_\_

I UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS SHOWN OVERLEAF

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**ALL APPLICATIONS MUST BE COMPLETED IN FULL, SIGNED AND ACCOMPANIED BY A  
LETTERHEAD OR BUSINESS CARD**

**SILVERTON AGGREGATES SALESPERSON**

**SILVERTON AGGREGATES BRANCH MANAGER**

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**YOUR NEW TRADE CASH ACCOUNT CAN BE USED AT ALL SIX OF OUR DEPOTS**

**FRINTON** • Devereux Farm, Walton Rd, Kirby-le-Soken, Essex CO13 0DA

**T 01255 851777**

**CLACTON** • 118, Oxford Rd, Clacton-on-Sea, Essex CO15 3TH

**T 01255 222699**

**COLCHESTER** • 6 - 7, Hawkins Rd, Colchester, Essex CO2 8JX

**T 01206 793800**

**BRAINTREE** • New Pastures Lane, Great Saling, Braintree, Essex CM7 5ER

**T 01371 851525**

**GREAT YARMOUTH** • Yeoman Wharf, Southtown Rd, Gt Yarmouth, Norfolk NR31 0JJ

**T 01493 441186**

**IPSWICH** • 115, Burrell Rd, Ipswich, Suffolk IP2 8AE

**T 01473 603060**

**DEFINITIONS** (1) In these conditions, "we" or "us" means Silverton Aggregates Ltd of Devereux Farm, Walton Road, Kirby-le-Soken, Essex CO13 0DA and "you" means the buyer of Goods and "our" and "your" shall be construed accordingly. "Goods" means the articles of materials or any item to be supplied by us as described in the Order. "Order" means the order placed by you for the supply of Goods based on our quotation. "Contract" means the contract between us and the Buyer, created upon acceptance by us of the Order. (2) These conditions apply to all sales of Goods by us and shall prevail over any other terms and conditions contained or referred to in your order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing, unless such other terms or conditions are specifically agreed in writing in advance by one of our Partners. (3) A person who is not a party to the Contract with us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act. You may not assign the Contract with us or any part of it without our prior written consent.

**QUOTATIONS** (1) A quotation is given on the basis that only these Conditions will govern the supply of Goods and to the exclusion of any other terms and conditions which you may seek to impose on us. (2) A quotation is open for acceptance within 60 days of its issue and is subject to withdrawal by us on written notice. (3) Quotations are given by us subject always to the Goods being available to supply to you.

**PRICE** (1) We reserve the right to increase our prices at any time before delivery of Goods by giving written notice of any increase to you. (2) An extra charge will be made if you require delivery of Goods in quantities of less than a full load or if we are required to effect discharge of a load in any manner other than by immediate and continuous tipping at one point of discharge. (3) Prices apply to deliveries, and work executed within our normal working hours namely Mondays to Fridays 7.00am - 4.00pm and Saturdays 7.30am - 12.00pm. Surcharges will be applied for deliveries and work outside these hours and for Sundays and Public and/or Bank Holidays.

**PAYMENT** (1) Credit accounts may be opened, subject to satisfactory credit references being obtained, at our sole discretion. Payment of Goods supplied on a credit account shall be due and payable not later than 30 days from the date of the invoice. Any credit facility extended to you by us may be altered or varied at any time by written notice from us. If you default in making any payment to us, the entire balance of your account shall be payable immediately. You shall pay compensation and interest on overdue unpaid sums at the rates set out at the relevant time in accordance with The Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002 and subsequent regulations. (2) You may not withhold or set off payment of any amount due to us whether in respect of any claim by you relating to Goods supplied by us or for any other reason which is contested or for which we do not admit liability. (3) If at any time you are an existing credit account customer and intend, being a corporate entity, to alter your constitution or, being a sole trader or partnership, to become incorporated or amalgamated with others, you shall give prior written notice to us of the intended change, if you wish to continue credit account facilities following the intended change. Continuance of trading, or commencement of trading with such new legal entity, shall be at our discretion and shall be effective only if a written acknowledgement is issued by our Credit Controller or one of our Partners. You hereby agree that we may obtain, retain and provide to third parties, references as to your financial standing.

**DELIVERY** (1) You will provide and clearly indicate to our driver a safe route from the public highway to the point of discharge which must have good access and hard standing and you will indemnify us, our servants and agents against any damage or injury resulting from any failure to do so. We cannot accept any liability for damages to property during delivery. If our vehicles are kept on site for longer than 20 minutes or are unable to effect proper and full delivery due to your default we reserve the right to charge for additional costs incurred. (2) You will inspect the Goods on delivery or collection (as the case may be) to ensure that the Goods delivered are fit for their intended use and will sign our delivery note in confirmation of this. Except in respect of any defects or shortages which are not apparent on reasonable inspection at the time of delivery you must notify us in writing of any defects or shortages within two working days of delivery. (3) Delivery times quoted are approximate only and unless we agree a delivery programme and confirm delivery times in writing, the times of delivery shall not be of the essence and we shall not be liable for any delays in deliveries of Goods to you.

**PARTICULAR APPLICATIONS OF GOODS** You are under a duty to specify in writing at the time of your enquiry and prior to the issue of any quotation by us if you require any special quality or properties in the Goods and in particular if the Goods are intended to be used for the production of high quality concrete floor finishes or if the appearance of a concrete finish is essential. In the absence of such advice from you we shall not be liable for any loss or damage arising due to the quality of the Goods used in such applications.

**WARRANTY** We warrant that the Goods supplied to the point of delivery will be in accordance with the specification set out in the quotation. Subject thereto no representations or warranties are given by us as to the suitability or fitness of the Goods for any particular purpose and it is incumbent on you to be satisfied that the Goods are fit for the particular purpose required by you. All warranties, conditions or other terms implied by statute or at common law are hereby excluded to the fullest extent permitted by law. No terms and conditions shall affect your statutory rights.

**LIABILITY** (1) Although we will endeavour in good faith to supply Goods in accordance with the specification, if any Goods are supplied by us which are shown to be defective and not in accordance with the specification our liability will be limited to the direct costs only of the replacement of such defective Goods and we shall not be liable for any further loss or damage including but not limited to, any loss or profit, or loss of custom of any other indirect or consequential loss or damage howsoever arising. (2) If any defects are found in the Goods they should not be used or installed. Under no circumstances are we liable for any additional cost of installation of Goods cannot be replaced or accepted back if they have already been used or installed. (3) Due to the nature of the product, natural stone paving and other products may be subject to variation in colour. Photographs in our brochure and samples show general characteristics of colour and markings which might differ from the actual products delivered. Choice of product should always be made from actual products rather than photographs. We will not be responsible nor admit liability for the colour and markings variation. (4) Due to the nature of the product, natural stone paving and other products sizes and dimensions are approximate and may differ from the actual products delivered. The thickness variation is due to splitting of the stone along the naturally formed seams of the block extracted from the quarry. We will not be responsible or admit liability for any size or dimension variation.

**TERMINATION** If you commit any breach of these Conditions or shall go into liquidation either voluntary or compulsory or shall enter into any composition with your creditors or shall suffer any distress or execution levied on your assets or being an individual, shall commit any act of bankruptcy, we may without prejudice to our rights terminate the Contract and refuse to supply and/or deliver Goods to you without any liability to us.

**TITLE OF GOODS** The risk or damage to the loss of Goods shall pass to you upon delivery but the property and title in the Goods shall not pass to you until full payment for the Goods has been received by us.

**SET OFF** We shall be entitled to deduct from, or set off against, any monies lawfully due or becoming due from us to you against any monies which are due by you or becoming due to pay to us or to any subsidiary or associated companies by way of damages or otherwise.

**FORCE MAJEURE** In the event of our inability to deliver Goods due to any Act of God, not limited to, civil commotion, government order or legislation, fire, accident, strike, lock-out, adverse weather conditions, delays to our transport, breakdown of our plant machinery, non-availability of Goods from our suppliers or due to any other matter over which we have no reasonable control, we may suspend deliveries of Goods under the Contract and we shall not be liable for any loss or damage howsoever arising.