

TRADE ACCOUNT TERMS AND CONDITIONS

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In these trade account terms and conditions, “we” or “us” means Apex General Supplies Maintenance Ltd, trading as Apex Supplies; “you” means the person, firm or company named on the trade application form; and “our” or “your” shall be construed accordingly. This is an agreement between us and you to provide a trade credit facility (the “Account”) which you can use to make purchases from us. You will be deemed to have consented to these terms by your use of the Account.

This account is to facilitate trade credit only. It is a non-regulated agreement and as such is not governed by the Consumer Credit Act. We will consider pursuing a prosecution for fraud against any individual(s) falsely applying or subsequently being granted credit in a consumer capacity.

1. We will from time to time set a credit limit for the Account and tell you what it is. This may be done verbally or by specific letter or by virtue of the statement which will reflect a change to the limit offered.
2. You will supply a relevant purchase order reference with every order, and we retain the right to withhold delivery until such validation has been received.
3. You agree and acknowledge that a administration and logistical charge will be applied to any order which is under the agreed limited of £300.00 net of any applicable taxes. The applied charge is, at this time agreed at £10.00 exclusive of any applicable taxes.
4. You agree and acknowledge that we shall be under no obligation to include any purchase order number(s) from you on our invoices.
5. Any invoice query must be submitted in writing within 14 days from the date of invoice otherwise the invoice shall be deemed to be accepted by you.
6. Invoices are available on request. There is no charge for any specified quantity of copy invoices.
7. You will be given a invoice for any Account purchases once the order has been satisfied. Please keep these invoices for your records.
8. You will be sent an invoice for each purchase and, unless we otherwise agree with you in writing, payment must be made by the last day of the month following the month in which the purchase was made. Any payment to us must be in Pounds Sterling by way of direct debit, cheque, BACS, Faster Payments or CHAPS or as otherwise notified by us to you.
9. If you present a cheque or Direct Debit that is dishonoured or fails, we may debit your account with any charge or cost incurred by us as a consequence. If we accept payment by credit card we reserve the right to charge a 2% fee.
10. The Customer shall indemnify the Company, against all costs (including legal costs) and expenses incurred by the Company in recovering amounts due from the Customer, or exercising its rights including any administration fee incurred if the Company refers a late/non payment dispute to its lawyers or collection agents.
11. Even if we have provided you with credit previously we reserve the right to refuse to complete any order if payment of the account or your credit rating is not satisfactory to us.
12. If the organisation in whose name the Trade Account will be held is (a) a company, and you are a director of the company, or (b) an LLP and you are a member of that LLP, you will personally guarantee the performance of all of that organisation’s current and future financial obligations to Apex Supplies (including any subsequent increase(s) in the credit facility extended to that organisation).
13. You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have. We shall be entitled at all times to set off any debt or claim which we may have against you against any sums due from us to you.
14. The goods shall be at your risk. In spite of delivery having been made, ownership (also known as “title”) in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you. Until title in the goods passes from us, you shall; (i) not be entitled to use the goods; (ii) safely hold the goods for us; (iii) return the goods to us immediately if we ask you to; and (iv) be liable to us for any loss, damage or destruction of the goods. In addition, until title in the goods passes from us to you, you shall store the goods at your own cost separately from other goods in your possession and marked in such a way that they are clearly identified as our property and grants, and in the case of third parties shall procure, the company and its agents and employees an irrevocable licence at any time to access and enter any premises where the goods are, or may be stored, to inspect, repossess and remove them.
15. The format of our invoice and statements to you will solely be dictated by us and we will not enter into any variation of our format unless any proposed variations are requested in writing at least six months in advance and expressly agreed by us. Any cost of an agreed variation shall be borne by you unless expressly agreed otherwise.

16. You will be sent, unless otherwise agreed, monthly statements showing details of all purchases which have been charged to the Account.

17. If you do not repay the outstanding balance on the Account in full and on time, interest is payable at the rate of 2% per month on any such overdue amounts from the due date until payment is made in full (including any accrued interest) whether before or after judgment, together with any reasonable legal or other recovery costs. The 2% interest charge is a default charge and represents a pre-estimate of our losses incurred as a result of your default in failing to settle your account in full by the due date. Interest will be calculated on a daily basis. We will notify you of the interest that is charged. In addition we shall be entitled to claim interest, fixed sum compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended by the Late Payment of Commercial Debts Regulations 2013) where you fail to make payment of any amount properly due on its due date.

18A. We may close the Account at any time, at our sole discretion, with immediate effect.

18 We may close the Account at any time with immediate effect on us giving you notice verbally or in writing if you exceed the credit limit or if you break any of these terms or the terms on which you purchased goods or if any of the following happens (or we reasonably believe is likely to happen). If your account is closed, you will become liable to pay any amount outstanding on the account immediately upon receiving a request from us to do so:

18.1) if you are a company any step, application, order, proceeding or appointment for a distress, execution, composition or arrangement with creditors, winding up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy is taken or made, or you are unable to pay your debts; or

18.2) if you are an individual, you die or any step, application, order, proceeding or appointment for execution, composition or arrangement with your creditors, or for bankruptcy is taken or made, or you are unable to pay your debts; or

18.3) if you are a partnership, any step, application, order, proceeding or appointment for execution, composition or arrangement with creditors, winding up, dissolution, administration, receivership (administrative or otherwise), bankruptcy is taken or made, or you are unable to pay its debts as they fall due.

19. You may end this agreement at any time by giving us notice provided that you have paid in full any outstanding balances on your Account.

20. You must tell us immediately if you become aware that the Account is being misused, whether fraudulently or in any other way; or the Account statement appears to wrongly include any item. Until you notify us of these events, so that we can stop the misuse of the Trade account or investigate any misuse of the Account, you will be liable for any losses we suffer as a result of any misuse of the Account. Where we have good reason to do so, we may cancel, suspend or restrict the right to use the account.

21. We shall not (to the fullest extent permitted by law) be liable to you under this agreement (including if we are unable to comply with our obligations due to any event beyond our reasonable control).

22. We may send you any notice at the address specified on your application form, any trading address you may have from time to time, or at any other address you notify to us in writing and you must tell us if you change your address. Our contact details are: Apex Supplies, Unit 14 Radford Crescent, Billericay, Essex, CM12 0DG or any other address we may notify to you in writing. Any notices must be given by first class post and will be regarded as served 2 days after the date of posting. If we relax any of these terms, this may be just a temporary measure or a special case, and we may strictly enforce the term(s) again at any time.

23. We may vary these terms on giving you 30 days' written notice, and no other variations shall be valid unless agreed in writing by us and you.

24. We will use any personal information you provide in accordance with the Data Protection Act 1998 for the purpose of assessing the level of credit we can provide to you and as otherwise permitted by law (the "Purpose"). We may share details with credit reference agencies and other organisations for these purposes and for the purposes of updating such organisations with your payment performance information. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud or money laundering. Law Enforcement agencies may access and use this information.

25. This agreement shall be governed by and construed in accordance with the law of England and Wales and all disputes arising in connection with the Contract shall be submitted to the non-exclusive jurisdiction of the English Courts. If the Customer is domiciled in Scotland (according to the Civil Jurisdiction and Judgments Act 1982) or Goods are delivered to the Customer in Scotland, the Company may elect that the Contract shall be governed by and construed in accordance with Scottish law and/or all disputes arising in connection with the Contract shall be submitted to the jurisdiction of the Scottish Courts.