



Mercedes-Benz

Sparshatts of Kent Ltd
Mercedes-Benz Commercial Vehicle Dealer
Unimog Service Dealer
Industrial Engine Specialist

Dear Sirs

Credit Account Application

Further to your recent enquiry, please find enclosed the following forms:

1. Credit application form;
2. Direct Debit system advice;
3. Direct Debit form; and
4. Terms and Conditions.

Please complete and return, with original signatures, both the credit application form and the Direct Debit instruction. Failure to do so will result in the rejection of the application.

If you are a non-limited business, we will also require the private address(es) of the proprietor(s).

Yours faithfully

Credit Control

Sparshatts of Kent Ltd.

Sparshatts of Kent Ltd. Unit 2, Brookfield Industrial Estate, Leacon Road, Ashford, Kent. TN23 4TU
Telephone: 01233 610400 Fax: 01233 610401


Sparshatts of Kent Ltd. Unit H, Acorn Industrial Estate, Crayford Road, Dartford, Kent. DA1 4FL
Telephone: 01322 520030 Fax: 01322 520039

Sparshatts of Kent Ltd. Northfarm Industrial Estate, Longfield Road, Tunbridge Wells, Kent. TN2 3EY
Telephone: 01892 515333 Fax: 01892 510365

Registered Office: Camburgh House, 27 New Dover Road, Canterbury, Kent. CT1 3DN

Registered in England and Wales 1196089.

Directors: D. Jones, M. Sparshatt, A. Sparshatt

 Mercedes-Benz are registered trademarks of Daimler, Stuttgart, Germany

Sparshatts of Kent Ltd.
Unit 10,
Eurolink Industrial Estate,
Sittingbourne,
Kent.
ME10 3RN
Tel: 01795 479571
Fax: 01795 428976

**Credit Application**

Sparshatts of Kent Ltd
 Mercedes-Benz Commercial Vehicle Dealer
 Unimog Service Dealer
 Industrial Engine Specialist

Sole Traders/Partnerships (Part 1)

<u>1st Applicant (Sole Trader)</u>	<u>2nd Applicant (Partnership)</u>
Title:	Title:
Forenames:	Forenames:
Surname:	Surname:
Date of birth:	Date of birth:
Address:	Address:
Postcode:	Postcode:
Telephone:	Telephone:
Fax:	Fax:
Email:	Email:

Trading Name: (If different from above)	Accounts Contact:
Trading Address:	Accounts Address: (If different from above)
Postcode:	Postcode:
Telephone:	Telephone:
Fax:	Fax:
Website Address: http://	

Credit Limit Required:	Order Numbers Issued (tick option):	YES	NO
Explain order number system: (If YES above. Eg, Always start with "WE")			
No. Mercedes-Benz Commercial Vehicles using this account:			

Vehicle Purchase Contact Name:	Vehicle Maintenance Contact Name:
Telephone:	Telephone:
Fax:	Fax:
Email:	Email:

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Credit Application

Sole Traders/Partnerships (Part 2)

Trade References (Tyre & Fuel Companies are not Acceptable)	
1. Company Name:	2. Company Name:
Company Contact:	Company Contact:
Address:	Address:
Postcode:	Postcode:
Telephone:	Telephone:
Fax:	Fax:
Email:	Email:

Please make sure you include the following items when sending this application:
<ul style="list-style-type: none"> • Direct Debit Mandate • Copy of Company Headed Paper (Blank/Un-used)
IF PARTNERSHIP, BOTH PARTNERS MUST SIGN BELOW.

Declaration	
<p>I/we certify that the above information is true and correct. I/we also certify that I/we agree to the Terms & Conditions that have been supplied with this Application. I/we give Sparshatts of Kent Ltd authority to take up and make any necessary references and or enquiries and understand that they will make a search with a Credit Agency, and will keep a record of that search and will share that information with other businesses. They may also make enquiries about the principle directors with a Credit Reference Agency.</p>	
1st Applicant Name (BLOCK CAPITALS):	2nd Applicant Name (BLOCK CAPITALS):
Signature:	Signature:
Date:	Date:
Position:	Position:

Acceptance by Sparshatts of Kent Ltd is dependant on a signed Direct Debit Authority.

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Direct Debit System

Our Direct Debit system is applied as follows:

1. Invoices are issued as work is carried out.
2. Any invoice queries must be made in writing within seven days of receipt. Any invoice placed in query will not be taken until the query is resolved. It will then be added to the next payment run.
3. Our credit terms require payment to be received by the 30th day of the month following the date of invoice.
4. A statement is issued on a monthly basis, which can be reconciled to the customer's purchase ledger to ensure there are no missing invoices.
5. We will advise on the monthly statement the amount due to be taken on the next payment run. This will usually be for the current month's invoices. This allows the customer **at least** 21 days to contact us should they disagree with the amount due.
6. On the 30th day of each month the direct debit will be processed (e.g. On 30th January we will take the sum total of all un-queried December invoices, as previously advised on the December statement).
7. The Direct Debit guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. If an error is made by Sparshatts of Kent Limited or your Bank or Building Society you are guaranteed a full and immediate refund from your branch of the amount paid.

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Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send to:

Sparshatts of Kent Ltd Unit 10 Eurolink Industrial Estate Sittingbourne Kent ME10 3RN
--

Originators Identification Number:

6	5	8	8	5	9
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Name(s) of Account Holder(s)

Reference Number:

--	--	--	--	--	--	--	--	--	--

Bank/Building Society account number

--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Instruction to pay your bank or Building Society.
 Please pay Sparshatts of Kent Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction will remain with Sparshatts of Kent Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)
Date

Bank and Building Societies may not accept Direct Debit Instructions for some types of account.

This guarantee should be detached and retained by the payer

Sparshatts of Kent Ltd The Direct Debit Guarantee	
This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits	
<ul style="list-style-type: none"> • If there are any changes to the amount, date or frequency of your Direct Debit, Sparshatts of Kent Ltd. will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request Sparshatts of Kent Ltd. to collect a payment, confirmation of the amount and date will be given to you at the time of the request • If an error is made in the payment of your Direct Debit, by Sparshatts of Kent Ltd. or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society <p style="text-align: center;">- If you receive a refund you are not entitled to, you must pay it back when Sparshatts of Kent Ltd. asks you to.</p> <ul style="list-style-type: none"> • You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us. 	



TERMS AND CONDITIONS OF BUSINESS (PAGE 1 of 4)

1 INCORPORATION

Unless otherwise agreed in writing by SPARSHATTS OF KENT LIMITED (hereinafter called "the Seller") these conditions apply to all orders accepted by the Seller for good supplied by the Seller and all services by the Seller.

2 QUOTATIONS

Quotations are made subject to fluctuation in price of goods and the labour costs whether occurring before or after acceptance. Any quotation by the Seller if the Seller in its absolute discretion is not satisfied as the Buyer's credit, or ability to pay for the goods or services.

3 ORDERS

No order pursuant to a contract on these terms shall be binding on the Seller unless made and accepted in writing and signed by a duly authorised signatory of both parties.

4 DELIVERY

Delivery of goods sold shall be at the Seller's works unless otherwise agreed in writing. The Buyer will be notified in writing by the Seller when goods are available for delivery and risk in the goods shall pass to the Seller on delivery or seven day's after the service of such notice whichever shall be the earlier whether or not property in the goods has passed. Time for delivery or performance shall not be of the essence of the contract.

5 PAYMENT

Unless otherwise agreed in writing payment shall be due on delivery.
We reserve the right to charge interest on late payments and claim compensation for debt-recovery costs.

6 RETENTION OF TITLE

- (a) Unless otherwise agreed in writing property in the good supplied shall not pass until payment has been received in full.
- (b) Until payment in full the Buyer shall hold the goods solely as bailee for the Seller and shall store them separately from its own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Seller.
- (c) The Buyer's right to possession of the goods shall cease:
 - (i) If payment for the goods is overdue in whole or in part, or
 - (ii) If the Buyer becomes bankrupt or does anything or fails to do anything which would entitle a Receiver to take possession of any of its assets or which would entitle any person to present a petition to wind up the Buyer and the Seller may (without prejudice to any of its other rights) recover and re-sell the goods or any part of the goods and may enter upon any premises where they are stored or thought to be stored for that purpose.
- (d) The Buyer may agree to sell the goods (for any product produced from or with the goods) on the express condition that such an agreement to sell shall take place as agent and bailee for the Seller (whether the Buyer sells on his own account or not) and the entire proceeds there from are held in trust for the Seller and are not mingled with other monies and shall at all times be identified as the Seller's monies. If the Buyer has not received the proceeds of such sale he will if called upon so to do by the seller assign to the Seller all rights against the person or persons to whom he has supplied the goods or any product made there from.
- (e) The Buyer shall keep the goods insured in their full replacement value until payment.

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TERMS AND CONDITIONS OF BUSINESS (PAGE 2 of 4)**7 APPLICATION OF PAYMENTS**

For the avoidance of doubt the Seller shall be entitled to apply payments received from the Buyer against any sums due from the Buyer Disregarding any instruction from the Buyer and without regard to the date upon which such sums become due.

8 NO SET OFF

The Buyer shall not be entitled to withhold or set off payment for the goods for any reason whatsoever.

9 CANCELLATION

- (a) No order accepted by the Seller shall be cancelled in any circumstances without the express written agreement of the Seller and on terms indemnifying the Seller against any loss or liability that the Seller shall have suffered or incurred (which shall include any loss of profit to the Seller by its fulfilment of its part of the contract) by reason of the cancellation.
- (b) On refusal of delivery or suspension of the order by the Buyer the Seller shall be entitled to give written notice of the date on which this agreement shall be fulfilled by the Buyer and in default by the Buyer the Seller shall be entitled to consider the agreement terminated and the provisions of sub-clause (i) hereof shall apply.

10 IMPROVEMENTS AND ALTERATIONS

The Seller, whose policy is one of continuous improvement, reserves the right to make any changes without notice in material, dimensions and design which, having regard to all the circumstances, it thinks reasonable or desirable, without affecting the validity of the contract.

11 BUSINESS CUSTOMERS

This clause applies in any case where the Seller sells or supplies goods to a person who buys in the course of a business ('a Business Customer').

- (a) No article supplied by the Seller to a Business Customer shall carry any warranty or be subject to any conditions expressed or implied as to quality or fitness for any particular purpose unless the Business Customer, when he orders that article sufficiently explains the purpose for which it is required and makes it clear that he is relying on the Seller's skill and judgement.
- (b) No article ordered from the Seller by name, Type and /or size by a Business Customer shall carry any warranty or be subject to any conditions save so far as the Seller can pass on a manufacturer's warranty.
- (c) In no event does the Seller accept liability to a Business Customer for consequential damage beyond replacement of the faulty or unsuitable article supplied.

12 ILLUSTRATIONS DESCRIPTION AND DIMENSIONS

Illustrations, photographs, weights, dimensions and description except as otherwise agreed in writing, are intended as a general guide only and are not intended to form the basis of a sale by description.

13 INSPECTION TESTS AND QUALITY OF SECOND HAND GOODS

In respect of second hand goods, the Buyer shall be entitled at his own expense to make such tests and inspection as are reasonable before delivery of the goods. It is mutually agreed that, without prejudice to the Buyer's statutory rights:-

- (a)
 - (i) No oral representation by the Seller its servant or agent shall be incorporated into this contract.
 - (ii) No implied condition of warranty other than those implied by statute shall be incorporated into this contract and in particular, for the avoidance of doubt secondhand goods are not sold with the benefit of any manufacturer's guarantee or warranty.
 - (iii) The Buyer confirms that he has relied on his own inspection and has not relied on any representation which may have been made by the Seller prior to the making of this contract.
- (b) Having been given an opportunity to test and inspect the goods, the Buyer buys them as seen and inspected by him and the goods shall be accepted on delivery.
- (c) Complaints by the Buyer shall only be considered by the Seller within three months after delivery.
- (d) The Buyer buys the goods in the condition in which he has seen and inspected them and accepts the risk of faults in the goods other than expressly recorded in writing and those going to the merchantable quality or fitness for the Buyer's purpose of the goods.
- (e) The Seller is under no liability for loss of use or consequential loss howsoever arising out of any defect of the goods save that this sub-clause shall not affect the liability (if any) of the Seller in respect of personal injury or death.

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TERMS AND CONDITIONS OF BUSINESS (PAGE 3 of 4)**14 LIABILITY IN RESPECT OF NEW GOODS.**

- (a) (i) No oral representation by the Seller its servants or agents shall be incorporated into this contract.
(ii) No representation condition or warranty other than such as may be implied by statute notwithstanding any exclusion thereof by this agreement shall be incorporated into this contract.
(iii) The Buyer confirms that he has relied on his own inspection and has not relied on any representation which may have been made by the Seller prior to the making of the contract.
- (b) Where the Seller accepts liability to make good replacement or repair defects which appear in goods supplied by the Seller and which arise solely from faulty design (if by the Seller) materials or workmanship subject to the following limitations:-
(i) That the goods have been used solely for their proper and normal use
(ii) That the defects arise within twelve months after despatch of the original goods
(iii) That the defects are or should be apparent to the Seller on the Seller's inspection
(iv) That defects arising out of fair wear and tear are excluded
(v) That no alterations or modifications (other than by the Seller) have been made to the good
- (c) Without prejudice to the Buyer's rights under section 5 of the unfair contract terms act 1977 the Seller shall not be liable for any fault in goods supplied which fault can be remedied under the manufacturer's warranty or guarantee Unless and until the Buyer's remedies under the warranty or guarantee are exhausted or excluded.
- (d) Save in respect of loss of life and personal injury which liability cannot be excluded by law, the Seller accepts no liability for consequential loss of any kind whatsoever.
- (e) The Seller shall in no circumstances be liable for any loss or damage occasioned by the negligent use or application of the goods by the Seller's servants or agents or by the Buyer its servants or agents or by third parties.

15 HIRE

In contracts entered into for the hire of goods from the Seller if any fault in the goods due to bad workmanship or materials is found and notified to the Seller in writing the Seller shall replace or at its option repair any fault in the goods proved to be caused by such defective materials or workmanship provided always that the Seller shall be under no liability for any loss of profit, damage or for any expenditure incurred on the goods or any consequential special loss or damage sustained by the Hirer except rebate of hire charges for the period from the return of the goods to the Seller until they are returned to the Hirer or replaced.

16 FORCE MAJEURE

Without prejudice to the generality of the foregoing should the Seller be prevented from fulfilling the terms of this agreement by lockout, strikes, riots, civil commotion, war, fire, adverse climatic conditions or act of God or any circumstance beyond our control of the Seller whether the same shall prevail at the Seller's works at the place of despatch or in transit to the place of delivery the Buyer shall not be entitled to refuse delivery until failure by the Seller to deliver the goods within a reasonable time after such circumstances, have ceased to exist, BUT if the Seller shall consider that this agreement is frustrated it shall be entitled to give written notice of such frustration to the Buyer when any deposit paid shall be repaid to the Buyer after the deduction by the Seller of any costs or loss incurred by any act of the Buyer contributing to such frustration.

17 GOODS PLACED IN SELLER'S CARE

The Seller accepts liability to put right any faults in goods arising out of its negligence proved but liability for consequential loss of use shall be limited as in clause 13D above.

18 DEFAULT OF BUYER

Without prejudice to Clause (6) above, if the Buyer becomes bankrupt or insolvent or compounds or makes any arrangement with his creditors or being a company goes into liquidation or has a receiver appointed of its assets the Seller may declare the contract to be cancelled and in the case of a contract of sale agreement to sell, re-sell the goods and any loss sustained on the re-sale shall be paid to the Seller by the Buyer.

19 ASSIGNMENT

This contract shall be personal to the Buyer and no rights arising in contract here under shall be assignable by the Buyer without the express written consent of the Seller.

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TERMS AND CONDITIONS OF BUSINESS (PAGE 4 of 4)**20 STORAGE CHARGES**

The Seller will make a storage charge on a daily basis on goods remaining for any reason whatsoever (including failure by the Buyer to pay the Seller's charges) on the Seller's premises after the expiry of 14 days after notification that the goods are ready for despatch.

21 LEGAL CONSTRUCTION

Unless otherwise agreed in writing the contract shall in all respects be construed and operate as an English contract and in conformity with English Law.

22 RETURN OF GOODS

The Seller is not bound to accept the return of goods. Where parts are supplied the Seller will at its discretion accept the return of parts, but only if:-

- (a) The Buyer pays the full retail price of the replacement parts (full credit being given for any payment made in respect of the defective parts) and
 - (b) The returned parts are accompanied by details of the Seller's relevant advice note/invoice number and
 - (c) Where the part in question were specifically ordered by the Seller for the Buyer the supplier agrees to accept return of the part without loss to the seller and
 - (d) The parts in question are returned to the seller within 14 days of purchase in a new condition.
- If returns are accepted a handling charge will be made.

23 COMPETITION

In the event that any vehicle supplied under the terms of this contract is used by any person for any competitive trail or race without the prior written consent of the Seller:-

- (a) The Buyer's rights under this contract shall (except where by law not capable of exclusion) cease.
- (b) The Buyer shall indemnify the Seller against any liability arising out of such use of the vehicle.

24 TRADING IN

The Seller is not obliged to accept vehicle parts or goods in part exchange but the Seller may agree at its discretion to purchase goods or parts from the Buyer and to deduct the agreed price for such goods or parts from the purchase price due and payable on the goods sold to the Buyer. Such Buyer's goods or parts shall be delivered to the Seller and will be accepted on the following terms:-

- (a) That the goods are the Buyer's absolute property and are not the subject of any hire purchase agreement or other legal encumbrance. The Seller may discharge any hire purchase agreement or encumbrance and deduct any sums paid from the agreed exchange price.
- (b) That the Buyer's goods shall be delivered complete (including all accessories) and in the same condition as when examined by or described to the seller subject only to fair wear and tear. The Seller shall be the sole judge of whether the goods are in the same condition and shall not be bound to accept the goods unless it is so satisfied.
- (c) That in the event that the Buyer has misrepresented his goods either by incorrectly representing their year of manufacture or otherwise then the Seller may at its option either
 - (i) Require the Buyer to pay the agreed trade in price for the Buyer's goods and on payment of this sum the goods will be returned to the Buyer
 - (ii) Recover from the Buyer such as the Seller judges to be the difference between the market value for the goods and the price agreed.
- (d) That the Buyer shall pay any surcharge charged by the Seller upon the ordering of replacement part.

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