

## CREDIT APPLICATION FORM

Corcanree  
Dock Rd  
Limerick  
Tel 061 315388  
Fax 061 315781

|                     |             |
|---------------------|-------------|
| <b>TRADING NAME</b> | <b>DATE</b> |
| <b>LEGAL NAME</b>   |             |

*(in the case of sole trader, etc., please insert individual name)*

|                |               |            |
|----------------|---------------|------------|
| <b>ADDRESS</b> | <b>TEL NO</b> | <b>(o)</b> |
|                |               | <b>(h)</b> |
|                |               | <b>(m)</b> |
| <b>EMAIL:</b>  | <b>FAX NO</b> |            |

Park Rd  
Dunmanway  
Co Cork  
Tel 023 45110  
Fax 023 45297

|                                      |                                     |                         |
|--------------------------------------|-------------------------------------|-------------------------|
| LTD. CO. <input type="checkbox"/>    | INDIVIDUAL <input type="checkbox"/> | COMPANY REG. NO.: _____ |
| <b>NAME OF PROPRIETORS/DIRECTORS</b> | <b>DATE OF BIRTH:</b>               | <b>PPS NUMBER:</b>      |
| • _____                              | _____                               | _____                   |
| • _____                              | _____                               | _____                   |

Riverside  
Commercial Park  
Edenderry Road  
Portarlinton  
Co Laois  
Tel 057 8623107  
Fax 057 8623043

| TRADE REFERENCES |         |           |
|------------------|---------|-----------|
| COMPANY NAME     | CONTACT | PHONE NO. |
| • _____          | _____   | _____     |
| • _____          | _____   | _____     |
| • _____          | _____   | _____     |

Clash Ind Est  
Tralee  
Co Kerry  
Tel 066 7126647  
Fax 066 7126701

|                                 |  |
|---------------------------------|--|
| <b>CONTACT ACCOUNTS PAYABLE</b> | PO Req: YES <input type="checkbox"/> NO <input type="checkbox"/> |
|---------------------------------|--|

**PERSONAL GUARANTEE**

I ..... of ..... in consideration of James McMahon Limited opening an account with ..... (hereinafter called "the Company"), or supplying goods to the Company hereby guarantee all monies which may become due and owing by the Company to James McMahon Ltd, if such monies remain unpaid for a period of in-excess of seven days after demand has been made by James McMahon Ltd to the Company, in respect of the discharge of same.

I say that I understand that this is a Personal Guarantee and I am fully aware of the consequences of giving such a Guarantee, which has been explained to me.

|                       |   |
|-----------------------|---|
| WITNESS BY NAME _____ | SIGNATURE OF DIRECTOR/ PROPRIETOR _____ |
| PRINT NAME _____      | PRINT NAME _____                        |
| ADDRESS _____         | HOME ADDRESS _____                      |
| _____                 | _____                                   |
| _____                 | _____                                   |
| DATE _____            | DATE _____                              |

Unit 200  
Northwest Bus Pk  
Ratoath Rd  
Blanchardstown  
Dublin 15  
Tel 01 8477644  
Fax 01 8476651

Water St  
Cork  
Tel 021 4501341  
Fax 021 4501233

Dublin Road  
Fermoy  
Co. Cork  
Tel 025 82088  
Fax 025 82089

Tuam Rd  
Galway  
Tel 091 751862  
Fax 091 757454

| DATE FOR INTERNAL USE ONLY |                              |                             |                       |                              |                             |                      |                              |                             |
|----------------------------|------------------------------|-----------------------------|-----------------------|------------------------------|-----------------------------|----------------------|------------------------------|-----------------------------|
| A/C NO                     |                              |                             |                       | REP                          |                             |                      |                              |                             |
| <b>CREDIT REF</b>          | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <b>IDENTIFICATION</b> | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <b>CREDIT REPORT</b> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| <b>SIGNED</b>              |                              |                             |                       |                              |                             | <b>DATE</b>          |                              |                             |

Middle Road  
Ballyraine  
Letterkenny  
Co Donegal  
Tel 074 9177500  
Fax 074 9124800

*Each sale is subject to our standard terms & conditions printed overleaf.*

## TERMS & CONDITIONS

### General

In these conditions the Seller means James McMahon Limited and the Buyer means the purchaser of the goods. The Goods mean the products of the Seller.

### Quotations and Orders

1. All quotations, acceptances, undertakings or transactions are subject to these terms and conditions and any additional or different terms proposed by the Buyer shall not amend or modify these terms and conditions and shall, to the extent that they purport to so amend or modify these terms and conditions, be of no effect. The Buyer will be deemed to have agreed to and accepted these terms and conditions upon the placing of any order for Goods.
2. No order in pursuance of any quotation or otherwise shall be binding on the Seller unless and until such order is accepted by the Seller.
3. All prices quoted are exclusive of Value Added Tax where applicable.

### Price

4. The Seller reserves the right to vary its prices without notice for any reason whatsoever and unless otherwise agreed in writing, prices shall be those ruling at the date when the Goods are supplied to the Buyer.

### Delivery

5. Delivery shall be within a time period agreed between the parties and the Seller shall use its best endeavours to ensure that delivery takes place within the period agreed. Failure by the Seller to deliver the Goods within the agreed time period shall not amount to a breach of this contract by the Seller and the Buyer shall not be entitled to damages or other compensation or to cancel this contract by reason of such failure.
6. The Seller reserves the right to deliver in installments. Each part delivery shall be deemed to constitute a separate contract, the fulfilment or non-fulfilment of which shall not affect any other part of the contract or the contract as a whole.
7. Where any order involves more than one delivery and default is made on payment on the due date (either under this contract or any other contract made between the Seller and the Buyer) the Seller shall have the right to suspend all further deliveries until payment is made or to terminate the contract without prejudice to any existing claim.
8. The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of the Goods by the Seller being prevented, hindered or delayed by reason of any circumstances whatsoever which are outside the control of the Seller.
9. Once delivery has been accepted the Buyer shall not be entitled to withhold or postpone payment of all or any portion of the price agreed therefore.
10. Requests for proof of delivery must be submitted in writing within 60 days of date of Invoice.

### Complaints/Claims

11. Notice of claims for damage to goods or shortages must be given in writing to the Seller within three working days of the date of collection or delivery.
12. Claims for defects in quality, nature, condition etc., must be received in writing within three working days of delivery of goods.
13. In the event of such a claim, and upon receipt of the aforementioned notice with the time specified, the Seller shall, if possible, make good the said shortage, and or as appropriate, replace, without admission of liability, any Goods found to be defective. In the event that it is not reasonably possible either to make good the said shortage, or replace the said Goods, the Seller may elect to give credit to the Buyer in respect of such shortage or replacement.
14. The Seller gives no warranty as to the quality or fitness for any particular purpose of the Goods supplied.
15. In no circumstances whatsoever shall the Seller's liability to the Buyer arising out of or in connection with this contract or the Goods supplied exceed the invoice price of any particular item in regard to which a claim is made. Insofar as any Goods supplied by the seller are found to be defective, in no circumstances shall the Seller be liable to the Buyer (or to any third party) for any consequential losses whatsoever".
16. Notice of claims in relation to errors in pricing or discount must be given in writing within 30 days of date of invoice.
17. Goods may be returned within 30 days from date of delivery only. The goods may be returned by prior arrangement only and are accepted for credit at the sole discretion of the Seller. A 15% handling charge shall apply on all Goods returned for credit. Any additional costs incurred by the Seller such as collection costs will also be recharged.

### Special Terms/Product Specific

18. The seller accepts no responsibility or liability where goods have been affected by misuse, neglect, accident, improper storage, installation or handling or by repair or alteration not effected by the seller. Where the goods supplied include doors or flooring, responsibility for the installation and site conditions resides with the buyer.
  - a. Floors should be installed in accordance with BS5750. No floor should be laid on concrete with a moisture level of 3% or over.
  - b. Doors should be sealed on all four edges prior to installation.
  - c. For further information on installation and site conditions contact the manufacturer directly.
19. Returns of non stock items / special orders, slates, plaster and bagged products will not be accepted. It is the responsibility of the buyer to ensure that correct quantities are ordered.

### Retention of Title

20. All Goods supplied to the Buyer, notwithstanding delivery and the passing of risk, shall remain the property of the Seller until such time as all monies due to the Seller, whether in relation to the specific goods or otherwise, have been discharged in full. Furthermore and in the event that the Buyer has not discharged all sums due to the Seller, the Seller reserves the right to repossess any Goods supplied in respect of which payment has not been made and thereafter to sell on these Goods. The Buyer hereby grants an irrevocable right and licence to the Seller, its representatives or agents to enter upon all and any of its premises to recover such Goods. This clause shall be binding on the Buyer, its staff, agents and any receiver, liquidator or examiner or such other person as may be appointed by the Courts.

### Payment

21. The Buyer shall effect payment to the Seller for all Goods supplied on or before the due date, as agreed with the Seller.
22. Interest will be charged on all overdue amounts at a rate of 2% per month at the time payment is due - this shall apply even in the event that the Seller continues to supply Goods to the Buyer on credit.
23. The Seller reserves the right to recover all and any charges incurred by it in collecting overdue monies including debt collectors fees, solicitors fees and/or Court costs.

### Refund of Deposits

24. Deposits received on the order of any Goods shall only be refundable at the discretion of the Seller. Deposits shall not be refunded in respect of any order of non stock items.