

Credit Application Form

Please read our [Terms and Conditions](#) on the following pages before completing our Credit Application Form.

Buyer Details

Full Company Name

Trading Style (if different)

Proprietor(s) Name(s)
(if not limited)

Position

Invoice Address

Postcode (if applicable)

Country

Delivery Address

National Identifier
(eg Registration No)

Your Account Ref

Credit Value

Accounts Contact Name

Tel No

Mobile Tel

Email Address

Buyer Contact Name

Tel No

Mobile Tel

Email Address

Date of application

Signature

Please note that by signing, you agree to our terms and conditions of sale, including our payment terms, which require payment within 30 days from the invoice date.

1. Definitions

For clarity, the following definitions apply to these Terms and Conditions:

"**The Company**" refers to Ross Handling Ltd, trading online as Ross Castors.

"**The Goods**" refers to any goods supplied by the Company to the Purchaser and Consumer under these Terms and Conditions.

"**The Purchaser**" refers to the person(s), firm, or company (including the Consumer) whose order for the Goods is accepted by the Company.

"**The Consumer**" refers to an individual who enters into a contract for purposes outside their trade, business, or profession.

Consumers are governed by the Distance Selling Regulations (DSRs).

These Terms and Conditions apply to all Purchasers and Consumers of the Goods supplied by the Company.

2. General Terms

These Terms and Conditions apply to all contracts for the sale of Goods by the Company and are governed by English Law. Any changes, alterations, or deviations are not accepted unless expressly agreed upon in writing by the Company. Placing an order—whether online, verbally or by phone—constitutes full acceptance of these terms. These conditions shall apply to all future contracts, whether online, written, or verbal, for the supply of the Company's goods.

3. Descriptions, Samples, and Literature

While we strive to provide accurate descriptions, all product descriptions, drawings, sizes, and specifications issued by the Company, whether in literature or online, are for guidance only and should not be relied upon by the Purchaser. For specific requirements, please contact us directly.

4. Quotes and Orders

Quotations are valid for 30 days from the date of issue and may be subject to alteration or withdrawal without notice. While every effort is made to maintain quoted prices, unforeseen increases in material costs or changes in order quantities may necessitate price adjustments. Orders are accepted by the Company upon receipt of a written purchase order, fax, authorised online order, email, or verbal confirmation. Acceptance of the order by the Company is deemed to be acceptance of these Terms and Conditions by the Purchaser and Consumer.

5. Price & VAT

Prices quoted online, by telephone, email, or fax may exclude VAT. VAT is charged on all goods and will be shown on your invoice. Registered charities and European Community companies must provide a valid VAT number prior to order acceptance. Prices are subject to additional charges for carriage unless the Goods are collected by the Purchaser or a courier arranged by the Purchaser. The Company reserves the right to amend prices at any time, with despatched Goods invoiced at the prevailing rate. Discrepancies in quantities ordered may necessitate a revised quotation. Prices displayed on our websites (rosscastors.co.uk) are correct at the time of publication, but we reserve the right to validate prices before processing orders. If we are unable to fulfil your order at the listed price, we will notify you and offer the option to cancel the order or select an alternative product.

6. Payment

Payment can be made through all major credit and debit cards, including Visa, AMEX, Maestro, and MasterCard, as well as Google Pay and Apple Pay. Additionally, you can choose to pay via BACS or PayPal. Online payment details are encrypted through the SagePay payment gateway, and the Company does not store credit card details. Payments are processed on the same day the order is placed. For split orders, full payment may be taken upfront, with goods sent in separate consignments as necessary.

Credit Account Payment

To set up a credit account, the Purchaser must complete a credit application form available on our website or by request. Approved credit account invoices are due 30 days from the invoice date. Non-payment may result in the suspension of deliveries and the account being forwarded to a credit insurance company for recovery, with additional costs charged to the customer.

7. Credit Account Payment

For customers with a credit account, payment is due 30 days from the invoice date. Payment can be made via BACS, cheque, or credit card. Failure to pay within these terms may result in the suspension of further deliveries, the requirement of advance payment for future orders, and the withdrawal of the credit account. The Company reserves the right to reduce or remove credit limits based on credit reference agency advice and may pass unpaid debts to a credit insurance company, with additional costs and legal fees charged to the customer.

8. Delivery

The Company uses national couriers for delivery unless otherwise agreed. Delivery times are approximate and not of the essence of the contract. Standard delivery is typically within 2 working days, subject to stock availability. Premium and Saturday deliveries are available at additional cost. For Sack Trucks, Trolleys, and Mobile Steps, the lead time is 3 to 5 working days within the UK. For European orders, contact the Company directly to discuss delivery options. Claims for shortages, damage, or non-delivery must be made within 3 working days of delivery.

Missed Deliveries and Incorrect Address

If the maximum number of delivery attempts is made without success, or if the parcel is not collected from a pickup store, the goods will be returned to Ross Handling, and a redelivery charge will apply. If an incorrect address or postcode is provided, the cost of reshipment will be charged to the Purchaser.

9. Title and Risk

Ownership of the Goods remains with the Company until payment is received in full. Risk transfers to the Purchaser upon off-loading at the delivery address. If payment is not made in full or if the Purchaser is subject to bankruptcy, the right to possession of the Goods terminates.

10. Damages and Shortages

The Company will replace or credit any Goods deemed defective or damaged, provided they have not been misused and the Purchaser informs the Company within 3 working days of receipt. The Company is not liable for expenses incurred by the Purchaser for defective products or for any direct or consequential damages. Claims for shortages must also be made within 3 working days.

11. Warranties and Conditions

The warranties and conditions contained in the Sale of Goods Act 1979 apply to this contract. Other warranties and conditions, whether express or implied, are excluded, provided that:

- a) The Company may modify the design or specification of Goods without prior notice, provided such modifications do not adversely affect performance.
- b) The Company shall not be liable for any consequential or economic loss.
- c) The Company shall not be liable for defects unless notified within 6 months of delivery.
- d) The Company may repair or replace defective Goods at its discretion.
- e) Liability for defective Goods shall be limited to the amount paid by the Purchaser.

12. Termination

The Company does not accept the cancellation of special orders (non-standard stock items). These Goods are non-refundable as they are made to order. The Company reserves the right to terminate the contract if the Purchaser enters insolvency, bankruptcy, or breaches the contract.

13. Limitation of Liability

If Goods are found to be defective due to faulty materials or workmanship, the Company's liability shall be limited to the replacement of such Goods or credit for their value. No liability arises unless the defect is reported within 3 working days.

14. Indemnity

The Purchaser agrees to indemnify the Company against liabilities incurred due to claims or demands brought against the Company for:

- a) Alleged infringement of third-party rights due to designs, specifications, or instructions provided by the Purchaser.
- b) Alleged injury, death, or damage caused by defects in Goods supplied in accordance with the Purchaser's instructions.

15. Distance Selling Regulations

The Distance Selling Regulations (DSRs) do not apply to business-to-business contracts but do apply to consumers.

16. Cancellation and Return

Consumers have 28 working days from receipt of Goods to cancel the contract and return items for a full refund, exchange or credit note. Cancellations must be made by completing the returns form provided on the UK Delivery & Return page or International Delivery & Return page. Returns form must be attached with the delivery note and with the return shipment. Special orders and items made to order are non-refundable. Business customers are subject to a 50% restocking fee for incorrectly ordered items.

17. Returns

The cost of returning Goods is the responsibility of the Purchaser. Returned items must be unused, undamaged, and sent via recorded delivery with insurance. A 50% handling and restocking fee applies to Sack Trucks, Trolleys, and Mobile Steps returned by the Purchaser or Consumer.

18. Faulty Goods and Damages

If faulty Goods are received, the Company will replace them or offer a full refund, provided the Goods are not defective due to misuse or unreasonable care. Consumers must exercise reasonable care of the Goods while in their possession.

19. Export Sales

EU customers are responsible for paying import duties and taxes. Business customers must provide an EORI number when ordering. Refusal to pay duties and taxes will result in the return of Goods, and a refund will not be issued.

20. Law

The formation, existence, and interpretation of this contract are governed by English Law and shall be subject to the jurisdiction of English Courts.

How to return this form

To return the form, you can either email it to us, send it by post, or bring it to our office in person.

Email

If you're returning the form by email, please make sure all sections are filled out. Save the form as a PDF, attach it to an email, and send it to sales@rosscastors.co.uk. Don't forget to include "**Completed Credit Application Form & Your Full Name or Company Name**" in the email subject line.

Postal

For postal, print the completed form and place in an envelope, address it to **Ross Handling Ltd, 1 Tuxford Road, Leicester, LE4 9TZ**, and post it with the correct postage.

In person

If you prefer to deliver the form in person, print it and any other required documents. Bring them to our **trade counter office at Ross Handling Ltd, 1 Tuxford Road, Leicester, LE4 9TZ** during our business hours which are **8.30 - 16:30**.