

# Promowear Ltd

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## APPLICATION FOR CREDIT

Sole Trader / Partnership / Ltd Company	(Delete where appropriate)
<b>Full Legal Title &amp; Trading Name:</b>	
Company Address:	
Telephone No:	
No. of years trading:	
Company VAT No:	
Company Registration No:	
Registered Name:	
Registered office address:	
Parent Company name:	
Parent Company Address:	

Details of Executives	
1. Name:	
Title:	
Home Address:	
2. Name:	
Title:	
Home Address:	
3. Name:	
Title:	
Home Address:	

<b>Purchasing Contact:</b>
Tel. No:
Fax No:
Email Address:
SPECIAL PURCHASE CONDITIONS OR PROCEDURES:
<b>Accounts Contact:</b>
Tel. No:
Fax No:
Email Address:
<b>Credit limit required €</b>
<b>Banking Details:</b>
Bankers Name
Bankers Address
Name of account:
Account No:
Sort Code:
No. of years account open:

<b>TRADE REFERENCE – SUPPLIER 1</b>
Name:
Address:
Main trading activity
Contact:
Email address for Contact:
Tel No:
Fax No:
<b>TRADE REFERENCE – SUPPLIER 2</b>
Name:
Address:
Main trading activity
Contact:
Email address for Contact:
Tel No:
Fax No.

## **Terms and Conditions of Business**

1. All products, goods and services supplied by Promowear Ltd. 'the Company' are on the express understanding that the purchaser agrees to the Company's main and full Terms and Conditions of Sale.

Order details and terms and conditions of sale cannot be varied except by written authorisation signed by a director of the Company.

### **Delivery**

2. All goods are offered subject to availability. Delivery of goods will be deemed to take place at the Company's premises unless otherwise agreed. Every effort will be made to deliver goods on time but no responsibility can be accepted for late or non-delivery. All shortages, damages or non-delivery of goods must be notified to us by telephone within three working days and confirmed in writing within five working days of dispatch. Claims for shortages or non-delivery must be supported by the carrier's consignment or proof of delivery note on which the goods have been signed for as short or damaged as appropriate. By arrangement all deliveries should be carefully checked to ensure that the correct number of packages, boxes or cartons being signed for have been delivered, as no responsibility can be accepted afterwards for non or short delivery if there is a discrepancy.

No claims for shortages or damages will be entertained unless goods are checked at the time of delivery in the presence of the carrier's employee. While every effort will be made to dispatch goods on time, no responsibility will be accepted for late or non-delivery, or for any consequential loss whatsoever.

3. Goods dispatched to any third party at the purchasers' request are entirely at the purchasers' risk, and it is the purchasers' responsibility to ensure that goods are correct in every respect before any processing of the goods commences.

### **Specification**

4. Sizes, measurements and descriptions of goods are for guidance only and the Company cannot guarantee absolute consistency of size, material, proportion, colour or shade. All products supplied should be washed or cleaned strictly in accordance with the wash instructions provided on the garment label. The Company will accept no responsibility if instructions are not followed precisely.

5. Size, style, fabric content, specification, quality, colour and suitability for chosen purpose should be checked by the purchaser on receipt of the goods. While every effort is made to ensure consistency of colours and shades, variation may occur from one dye batch to another and the Company will accept no responsibility for such variation. Goods should be checked upon receipt. Worn, printed, embroidered or otherwise processed goods cannot be returned.

### **Returned Goods/Restocking Charge**

6. All sales are final. The Company does not trade on a 'sale or return' basis.

7. Perfect goods may be returned only when the Company has consented in writing and has issued a returns authorisation number. A 5% restocking charge (minimum €15) will be incurred whenever perfect goods are returned. All goods returned must be packaged in their original packaging, as garments soiled whilst in return transportation can not be credited.

Returns will not be considered unless claims are made within 14 days of purchase.

If goods have been decorated, soiled or altered in any way from the form in which they were originally sold by the Company, they will not be acceptable for return.

8. The Company will not be liable for any carriage costs in respect of goods returned to the Company without written authorisation.

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Credit

9. Credit will not be extended to the purchaser unless approved in writing by the Company.

10. Where credit has been granted, payment is due within thirty days of the invoice date unless otherwise agreed in writing. Where no credit is granted, payment is due immediately on the invoice date.

11. Goods will not be dispatched when a purchasers' account is overdue or the credit limit has been exceeded. Returned or represented cheques will incur a charge of €25 per representation.

12. The Company reserves the right to charge interest at the rate of 2% per calendar month or part thereof on all overdue sums, and such interest will remain payable after any court judgement.

Ownership of Goods

13. Title of goods shall not pass to the purchaser until sum due over invoice for those goods is paid in full to the Company.

14. Until title has passed to the purchaser, the purchaser shall not deal with or dispose of the goods other than in its normal course of business, and until such time the Company reserves the right to enter onto the premises of the purchaser or its agent or customer to repossess all or part of the goods, without prejudice to any other legal remedy available to the Company.

Risk

15. Risk in the goods will pass to the purchaser immediately upon delivery, which unless otherwise agreed means delivery at the Company's premises to the appointed or agreed carrier, or otherwise to the purchaser or its agent in person.

16. Until title passes to the purchaser it shall indemnify the Company against all loss or damage to the goods, including damage in transit or depreciation in the value of the goods.

Jurisdiction

17. All contracts between the Company and the purchaser shall be governed by the laws of Ireland and subject to the jurisdiction of the Irish courts

"I have read and agree to your terms of trading"	
Signature:	Date:
Position in Company:	

<b>ACCOUNTS OFFICE USE ONLY</b>
Credit Limit Approved €
Signature:
Date:

Comments: