



كلاسيك للمسبوكات المعدنية ذ.م.م.
CLASSIC EXTRUSION L.L.C.

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CREDIT APPLICATION FORM

No.	
Date.	

A) COMPANY DETAILS

NAME :
ADDRESS :
.....
TEL NO : FAX NO. :
E-MAIL ID :
NATURE OF BUSINESS :

B) OWNER / MANAGEMENT DETAILS

NAME OF OWNER(S) (In Full) :
LOCAL SPONSOR :
OTHER DIRECTIORS (If Any) :
(PL. ATTACH PASSPORT COPIES)

C) OTHER COMPANIES UNDER THE SAME MANAGEMENT: / ASSOCIATE COMPANIES

NAME & ADDRESS :
.....
.....
NAME & ADDRESS :
.....
.....

D) SUPPLIERS:

LIST OF MAJOR SUPPLIERS:
1)
2)

E) LEGALITIES

TRADE LICENCE NO. :	VALID UP TO.....
CHAMBER OF COMMERCE REGN:	VALID UP TO

F) AUTHORISED SIGNATORIES FOR BELOW.

CATEGORY	NAME	SIGNATURE
FOR ISSUING PURCHASE ORDERS : AUTHORISED SIGNATORY		
FOR PAYMENTS : AUTHORISED SIGNATORY FOR CHEQUES		
FOR DELIVERY : STORE MANAGER		

G) BANK DETAILS:

BANK NAME :
NATURE OF ACCOUNT :
ACCOUNT No. :

H) TRADE REFERENCES:

1)
2)
3)

I) CREDIT FACILITY REQUESTED

CREDIT LIMIT REQUESTED :
(Amount in Figures & Words)
CREDIT PERIOD :

J) UNDERTAKING:

In consideration of the credit account being granted by CLASSIC EXTRUSION L.L.C., I/We guarantee payment as per agreed credit terms and conditions. In Case of failure / delay to settle the account, we allow you to charge interest of 2% per month on the outstanding amount till the date of settlement. I/We unconditionally authorize to discontinue delivery to us for breach of the agreed credit terms & conditions and will indemnify you for any loss incurred on this account and / or authorize you to initiate legal action. We have also read & agree the general conditions of sale & delivery given overleaf.

Signature Of Director / Owner.

Name :

Designation :

Date :

Company Seal.

GENERAL CONDITIONS OF SALE AND DELIVERY

1 - GENERAL:

Only these general conditions of sale and delivery are applicable to all deliveries and other matters relating to this quotation or transaction unless other conditions have been expressly agreed in writing between the seller and the buyer. No conditions of the purchase of buyer shall be binding on the seller whether or not they have been objected to by the seller or be deemed to be implied or incorporated herein unless expressly accepted writing by seller. Subject to any written provision to the contrary contained in these general conditions of sale and delivery laws & regulations prevailing in the United Arab of Emirates shall apply and govern all matters relating to this transaction. The act of taking delivery of the goods ordered by the buyer shall be deemed to be the acceptance of these general conditions of sale and delivery by the buyer.

2 - ORDERS:

All orders are to be treated as binding only when the seller thereof has confirmed the acceptance writing vide Local Purchase Order duly signed by the authorized signatory. Any oral arrangements and variations in orders placed are only binding when confirmed in writing by the seller. After the dispatch of the written acceptance by the seller any order can only be cancelled or altered at the discretion of the seller whose decision shall be communicated in writing to and be binding upon the buyer. Any cost incurred by the seller in respect of preparatory work, modification or alterations or arising from any cancellation shall be charged to the buyer's account save only any modifications of alterations which may become necessary as a result of an obviously in correct acceptance of an order provided that the inaccuracy shall be communicated in writing by the buyer to the seller immediately on receipt of the acceptance of the order.

3 - PRICES:

The prices of all goods shall be the prices prevailing at the date of dispatch and on theoretical weight of profiles. In the event of prices increasing between the date of acceptance of any order of goods and the date of dispatch of those goods due to increased production cost or other factor, the seller reserves the right to invoice the goods at the prices ruling at the later date. The prices may include taxes, tariffs, duties or fees of any kind as per UAE Laws. Prices fixed in a currency other than UAE DHS are based in the official currency exchange as determined by the UAE Monetary agency on the day of dispatch of the quotation. In the event of fluctuation in the exchange rate or changes in the currency in which payment is to be made in relation to the UAE DHS, the seller has the right at any time prior to the arrival of the goods at the buyer's premises to cancel the delivery contract unilaterally without being under any liability to the buyer for damages, specific performance of the contract or otherwise unless the buyer agrees verbally or in writing take over in full and indemnify the seller in respect of all losses incurred after the acceptance of orders shall be charged to the buyer's account even if the seller is responsible, Reduction shall be credited to the customer's account.

4 - PACKING:

Unless mutually agreed between the buyer & seller, the standard packaging methods of the seller will only be provided.

5 - DELIVERY:

Delivered weight of each item to be considered complete within plus or minus 10 % of ordered weight or number of pieces. Unless otherwise stated, all orders are buyer's risk and cost for all deliveries ex-works from CLASSIC EXTRUSION L.L.C.

6 - DELIVERY TIME:

The delivery date indicated by the seller is approximate only and is not binding on the seller. The failure of the seller to comply with such date shall not give any rights or remedies to the buyer and shall not annul the transaction or render it void or void able. Unless otherwise agreed, expressly or implicitly the goods have to be received by the buyer immediately following notification that the goods are ready for dispatch. If the buyer defaults or refuses to receive the goods as agreed between him and the seller, the later has the right to terminate transaction without giving prior notice to the buyer and to have unrestricted rights of disposal of goods without prejudice to his right and remedy or compensation.

7 - FORCE-MAJEURE:

In the event of any of the circumstances herein after mentioned arising whether, they occur at the premises of the seller of his sub-contractor's the seller shall have the right to terminate the transaction. The buyer shall not have any claim, arising directly or indirectly from such cancellation for damages, specific performance or otherwise Cases of Force-Majeure (for e.g. and without limiting the generality thereof) mobilization, act of war sabotage, official decrees, shortage or non-available of materials, fire, storm, tempest, floods and other elemental phenomena, as well as all unforeseen interruption in production whether they occur at the premises of the seller or of his sub-contractor's difficulties and delay's transport or in access to means of transport traffic interruption.

8 - TERMS OF PAYMENT:

The terms of payment shall be as laid by the seller. Transfer fees shall be charged to the buyer's account. If payment is delayed interest shall be charged at rates applicable in the buyer's country. The payment of overdue accounts shall not be withheld for any reason nor shall any retention be made. If the buyer does not adhere to the terms of payment laid down by the seller or shall become insolvent or go into liquidation, all balances owing to the seller shall immediately become due to the seller and be recoverable by action irrespective of any other agreed terms of, payment. If the buyer defaults with any payment, the seller may forthwith terminate the transaction without given prior notice to the buyer but without prejudice to all rights and remedies of the seller hereunder and the buyer shall recompense the seller in full for all damages and losses incurred by the seller as a result. Also the seller has the right to cancel without notice all orders already confirmed to the buyer, which have not been prejudice as aforesaid.

9 - TOLERANCE ON QUANTITY/WEIGHT:

Tolerance will be as stated in seller's quotation. The quotation is always to be considered as an approximation only. A plus or minus tolerance of 10 % is permissible on both number of pieces and weight, with respect to dimensional tolerances on wall thicknesses.

10 - DIMENSIONAL TOLERANCES:

The general description of products unless otherwise stated are observed to meet the requirements of international standards of BS 1474 or as referred to in our official catalogue (s)/drawing(s).

11 - ANALYSIS:

In general the analysis and analysis methods of the seller are applicable. If their accuracy is contested and arbitration analysis will have to be carried out by an authority mutually to be appointed.

12 - TOOLS AND DIES:

Tools and dies and other equipment remain the property of the seller even if the buyer has partly or fully paid for the cost of such equipment. Die and tool cost are charged to the customer as per the size of the Die/Tool with respect to the individual shape.

13 - TIME LIMIT FOR COMPLAINTS:

Complaints regarding weight or number of items or quality or suitability of goods can be considered only if brought to the seller's notice in writing within 14 days after receipt of the goods.

14 - LIABILITY OF THE SELLER:

In the event of justified complaints or rejections of goods the liability of the seller is expressly limited to replacing the rejected and or faulty goods free of charge to the buyer and not further or otherwise. The buyer shall have no other claim or right to claim against the seller for compensation, loss or damage whether rising directly or indirectly (including consequential loss or loss of profit) or any costs or expenses incurred by the buyer.

The buyer is not entitled to withhold making payment in manner herein contained in respect or rejected or faulty goods. The faulty or rejected goods, which are replaced, shall be the property of the seller. The buyer acknowledges that there is no liability on the part of the seller based on information taken from catalogues or other literature or given by employees or agents of the seller and that the buyer has not been induced to any transaction with the seller as a result of such literature or any statements made by employees or agents of the seller.

15 - PATENTS AND COPYRIGHT:

The buyer acknowledges that the seller is under no duty to him to check whether goods described and or ordered by the buyer in relation their characteristics, processing or uses are likely to lead to a violation of patent, copyright or other commercial protective rights. In such cases the buyer is solely liable, neither the quotation for the supply of goods places any liability on the seller.

16 - PLACE OF PERFORMANCE AND PLACE OF JURISDICTION:

In all matters touching or concerning the rights and duties of the parties for this transaction in every respect the place of performance and jurisdiction shall be that as per the Law prevailing in Sharjah, UAE and this is an essential condition of this transaction binding on the buyer.