



## 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 (if any) : .....
OTHER DIRECTORS (if any) : .....
(Please attach passport copies)

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

NAME AND ADDRESS : .....
.....
.....
NAME AND ADDRESS : .....
.....
.....

### D) SUPPLIERS

LIST OF MAJOR SUPPLIERS :
1) .....
2) .....
3) .....

E) LEGALITIES

TRADE LICENSE NO. : .....	VALID UP TO : .....
CHAMBER OF COMMERCE REG. NO. : .....	VALID UP TO : .....

F) AUTHORIZED SIGNATORIES

CATEGORY	NAME	SIGNATURE
FOR PURCHASE ORDERS :	.....	
FOR PAYMENTS :	.....	
FOR DELIVERY :	.....	

G) BANK DETAILS

NAME OF THE BANK : .....	
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) CREDIT FACILITY REQUESTED

<p>In consideration of the credit account being granted by THERMOSET MIDDLE EAST LLC, I / We guarantee payments 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 THERMOSET MIDDLE EAST LLC to discontinue delivery to us for breach of the agreed credit terms and conditions and will indemnify THERMOSET MIDDLE EAST LLC for any loss incurred on this account and / or authorize THERMOSET MIDDLE EAST LLC to initiate legal action. We have also read and agreed to the general conditions of Sale and Delivery given overleaf.</p>		
<p>Director / Owner -</p>		
Name : .....		
Designation : .....	_____ Signature Director / Owner	_____ Company Seal

K) DOCUMENT TO BE ATTACHED WITH THIS FORM :

COPIES OF	
1. PASSPORT OF OWNER(S) / DIRECTOR(S)	<input type="checkbox"/>
2. TRADE LICENSE	<input type="checkbox"/>
3. CHAMBER OF COMMERCE REGISTRATION	<input type="checkbox"/>
4. POWER OF ATTORNEY	<input type="checkbox"/>

**FOR OFFICIAL USE ONLY**

A) CREDIT FACILITY REQUESTED

CREDIT LIMIT IN FIGURES
CREDIT LIMIT IN WORDS
CREDIT PERIOD
TERMS OF PAYMENT

B) APPROVALS

REQUESTING SALESMAN	CREDIT AMOUNT CREDIT PERIOD
NAME : ..... SIGNATURE : ..... DATE : .....	
RECOMMENDED BY SALES MANAGER	CREDIT AMOUNT CREDIT PERIOD
NAME : ..... SIGNATURE : ..... DATE : .....	
ACCEPTED BY FINANCE DEPT.	CREDIT AMOUNT CREDIT PERIOD
NAME : ..... SIGNATURE : ..... DATE : .....	
APPROVED BY	CREDIT AMOUNT CREDIT PERIOD
GROUP GENERAL MANAGER SIGNATURE : ..... DATE : .....	

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

## 3. Prices :

The prices of all goods shall be the prices prevailing as per the seller's sales order. In the event of prices increasing between the date of acceptance of any ordered 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 don't include any taxes, tariffs, duties or fees of any kind unless expressly stated in the quotation. Prices fixed in the a currency other than UAE DHS are based on 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 goods at the buyer premises, to cancel the delivery contract unilaterally without being under any liability to the buyer or damages. Specific performance of this contract - The buyer agrees verbally or in writing to 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 and this shall be credited to the customer's / buyers account.

## 4. Packing :

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

## 5. Delivery :

Delivered quantity of each item to be considered complete within +/- 10% of ordered quantity, unless otherwise stated. All orders are at buyer's risk and cost for all deliveries are ex-works from Thermoset Middle East LLC.

## 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 voidable. 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 seller has the right to debit equivalent amount to buyers account and can dispose the goods without prejudice to his rights and remedy for compensation.

## 7. Force-Majeure :

In the event of any circumstances herein after mentioned arising, whether they occur at the premises of the seller or his subcontractors, 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 and without limiting the generality thereof (e.g. mobilization, act of war, sabotage, official decrees, shortage or non availability of material, fire, storm, tempest, floods and other elemental phenomena, as well as all unforeseen interruptions in production, whether they occur at the premises of the seller or of his subcontractors, difficulties and delays in transactions or in access to means of transport / traffic interruptions).

## 8. Terms of Payment :

The terms of payment shall be as laid by the seller. Transfer fees shall be charged to the buyers accounts. If payment is delayed, interest shall be charged at rates applicable in the buyers 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 compensate 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 stated in sellers quotation. The quotation is always to be considered as an approximation only. A plus or minus tolerance of 10% is permissible in ordered quantity by the buyer.

## 10. Dimensional Tolerance :

The general description of products, unless otherwise stated, are observed to meet the requirements of international standards of BS 3734-1:1997 or as referred to in our official catalogue(s) / drawing(s).

## 11. Tools And Dies :

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

## 12. Time Limit for Complaints :

Complaints regarding quantity / suitability of goods can be considered only if brought to the seller's notice in writing within 14 days after receipt of the goods.

## 13. Liability of the Seller :

In the event of justified complaints or rejection of goods, the liability of the seller is expressly limited to replacing the rejected and or faulty goods free of charges 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 damages whether arising directly or indirectly (including consequential loss or loss of profit) or any cost or expenses incurred by the buyer. The buyer is not entitled to withhold making payment in manner herein contained in respect of rejected or faulty good. 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 the catalogues or other literature given by employees or agents of the seller and the buyer has not been induced to any transaction to the seller as a result of such literature or any statements made by employees or agents of the seller.

## 14. Patents and Copyrights :

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 patents, copyright or other commercial protective rights. In such cases the buyer is solely liable. Neither the quotation nor the supply of goods - places any liability on the seller.

## 15. 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 the place of jurisdiction shall be as per the Laws prevailing in Dubai, UAE and this is an essential condition of this transaction, binding on the buyer.

No.	
Date	

**CUSTOMER EVALUATION FORM**

1. NAME OF CUSTOMER : .....

2. LOCATION / ADDRESS : .....

.....

3. NAME OF THE OWNER : .....

4. NAME OF THE SIGNATORY : .....

5. CAPITAL INVESTMENT : .....

6. LIST OF MAJOR PROJECT EXECUTED :

<u>PROJECT</u>	<u>APPROXIMATE VALUE</u>	<u>PROJECT DETAILS</u>
a) .....	.....	.....
b) .....	.....	.....
c) .....	.....	.....
d) .....	.....	.....
e) .....	.....	.....

(Attached Separate Sheet If Needed)

7. LIST OF MAJOR PROJECT ON HAND :

<u>PROJECT</u>	<u>APPROXIMATE VALUE</u>	<u>PROJECT DETAILS</u>
a) .....	.....	.....
b) .....	.....	.....
c) .....	.....	.....
d) .....	.....	.....
e) .....	.....	.....

(Attached Separate Sheet If Needed)

8. SIZE OF THE FACTORY

<input type="checkbox"/> BELOW AVERAGE	<input type="checkbox"/> AVERAGE	<input type="checkbox"/> MAJOR
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9. NO. OF EMPLOYEES : .....

10. NATURE OF BUSINESS : .....

11. ISO CERTIFIED

<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNDER PROCESS
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12. TOTAL CAPITAL OF THE SET UP : ..... (Approx.)

13. CUSTOMER EVALUATION BY SALES EXECUTIVE

<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C
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14. CUSTOMER EVALUATION BY SALES MANAGER

<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C
----------------------------	----------------------------	----------------------------





No.	
Date	

## FIRST AMENDMENT

PRESENT FACILITY

IN AED : .....

IN TERMS OF DAYS : .....

NEW TOTAL FACILITY REQUESTED

IN AED : .....

IN TERMS OF DAYS : .....

CUSTOMER RATING : .....

REASON FOR INCREASE / DECREASE IN FACILITY : .....

.....

**APPROVED BY G. M.**

IN AED : .....

IN TERMS OF DAYS : .....

\_\_\_\_\_  
Recommended By  
SALES MANAGER

\_\_\_\_\_  
Accepted By  
FINANCE MANAGER

\_\_\_\_\_  
Approved By  
GENERAL MANAGER

No.	
Date	

## SECOND AMENDMENT

PRESENT FACILITY

IN AED : .....

IN TERMS OF DAYS : .....

NEW TOTAL FACILITY REQUESTED

IN AED : .....

IN TERMS OF DAYS : .....

CUSTOMER RATING : .....

REASON FOR INCREASE / DECREASE IN FACILITY : .....

.....

**APPROVED BY G. M.**

IN AED : .....

IN TERMS OF DAYS : .....

\_\_\_\_\_  
Recommended By  
SALES MANAGER

\_\_\_\_\_  
Accepted By  
FINANCE MANAGER

\_\_\_\_\_  
Approved By  
GENERAL MANAGER