

Credit Application

1. CUSTOMER DETAILS

Company Name	<input type="text"/>		
Trading Name	<input type="text"/>		
Address	<input type="text"/>		
	<input type="text"/>		
Home Address If Non-Limited Co.	<input type="text"/>		
	<input type="text"/>		
Company Reg No.	<input type="text"/>	Limited Company	<input type="text"/>
Company VAT No.	<input type="text"/>	Sole Trader	<input type="text"/>
Main Contact Name	<input type="text"/>	Partnership	<input type="text"/>
Telephone No.	<input type="text"/>		
Fax No.	<input type="text"/>	No. of Years Trading	<input type="text"/>
Mobile No.	<input type="text"/>	No. of Vehicles	<input type="text"/>
E-mail Address	<input type="text"/>		
Nature of Business	<input type="text"/>		
Date Co. Established	<input type="text"/>		

2. TRADE REFERENCES

i) Company Name	<input type="text"/>		
Address	<input type="text"/>		
Contact Name	<input type="text"/>	Phone No.	<input type="text"/>
ii) Company Name	<input type="text"/>		
Address	<input type="text"/>		
Contact Name	<input type="text"/>	Phone No.	<input type="text"/>
iii) Company Name	<input type="text"/>		
Address	<input type="text"/>		
Contact Name	<input type="text"/>	Phone No.	<input type="text"/>

3. COMPANY AUTHORISATION

I/We have read the terms and conditions and agree to abide by them. I/We agree and understand that XL Fuels Group Ltd T/A Curran Oil shall not be obliged to accept this application nor to give any reason for refusing same, nor enter into any correspondence with regard there to.

Authorized Signature
Of Company

Date

Full Name Block Caps

Position

4. VEHICLES

Vehicle
Details

Registration No.	Driver

Registration No.	Driver

5. DIRECTORS PERSONAL GUARANTEE

In consideration of XL Fuels Group Ltd opening an account with

I

and I

Directors of the company do jointly and severally guarantee to the creditor that the company will at all times duly pay the account and observe and perform the terms and conditions of the account.

I/We jointly and severally agree with the creditors that any monies under the written agreement shall at any time be in arrears for 14 days after the same shall have become payable then in such case; we or one of us shall discharge the amount owing in full.

Dated

Signed by

Signed by

Address

Address

In the presence
of

In the presence
of

Address

Address

6. DIRECT DEBIT MANDATE

This will be required on approval

7. TERMS AND CONDITIONS

Any contract of sale between the seller (as stated overleaf) and the buyer shall be subject to the terms and conditions and in the event of any terms and conditions appearing on any documentation furnished by the buyer which are inconsistent to these terms and conditions these shall prevail.

1. The buyer shall be responsible for (i) dipping, checking and testing of his tanks, (ii) ensuring of his tanks are adequate to cope with the volume of product ordered from the seller and (iii) ensuring that the driver connects on to the correct fuel line of the buyers tank.
2. The buyer shall accept the quantity of the product indicated by the sellers meter or dip rod as having been discharged from the sellers tanker.
3. The buyer shall observe and comply with the requirements of any Statute, Statutory instrument, order and regulation governing the discharge and storing of the product similar to that sold hereunder by the seller and undertakes by the seller that he will not permit naked lights, electric or gas fires, radiators or any similar matter or thing likely to ignite the product close to the sellers tanker or an inlet pipe into which delivery of the product is being made or vent pipe connected to such tank.
4. The price to be paid by the buyer in respect of the product contracted to be purchased shall be the price ruling on the date of the order and if delivery of any order is made in more than one consignment the price of each consignment shall be the price ruling on the date on which each such consignment is delivered. In the event of the product being increased by any tax, levy or such similar increase the price of the product contracted to be purchased by the buyer shall be increased by such relevant increase. Should the price be increased as a result of war, international dispute or by virtue of an order of any local or national government or authority the cost of such increase shall be borne by the buyer.
5. The buyer shall pay the seller for the product on delivery or in accordance with such credit terms as may have been agreed from time to time between the buyer and the seller. In the event that the buyer fails to pay the seller within the time stipulated by the credit terms then interest at the rate of two per centum per annum in excess of the rate charged by Allied Irish Banks plc for loans to individuals shall be paid by the buyer to the seller and the amount outstanding from the last day on which the monies ought to have been paid under the agreed credit terms.
6. Any claims for damages, deficiency in quality or arising out of the quality of the product shall be given in writing by the buyer to the seller and sent to the sellers depot from which the goods were delivered within seven days after the goods were delivered or in the case of non-delivery of the whole of the consignment within seven days after receipt of invoice. For the purposes of this clause tome shall be deemed to be of the essence.
7. The seller shall not be liable for loss or damage of any kind whatsoever caused by or resulting from any delay in the delivery of the product or the completion of any order under this sale where delay arises by reason of lockouts, strikes, trade disputes, breakdown of plant, fire, ice, act of God, riot civil commotion, embargo or other unexpected or exceptional cause existing either at any of the sellers workplaces or elsewhere or by reason of the non availability or the failure of the seller to obtain the product by reason or any such cause.
8. 1. The property in the goods the subject of any contract between the seller and the buyer shall not pass the buyer until full amount of the purchase price has been paid. In default of payment the seller shall be entitled to repossess the goods without notice and the buyer hereby authorises the seller to enter its property in order to effect such repossession in such event.
8. 2. The buyer is authorised to sell the product pending payment of the price PROVIDED ALWAYS that the buyer shall segregate the proceeds of such sales from all other funds under its control.
8. 3. The buyer is obliged to take responsible care for the product to which the seller retains title and to insure them against loss and damage at its cost. Such insurance shall cover the insurable interest of the seller and the buyer.
9. The contract shall be deemed to be made by the seller and the buyer at the depot of the seller from which the product is delivered to the buyer.
10. In the event of the buyer failing to adhere to these terms and conditions the seller shall be at liberty to cease further delivery in the event of an order not being fully delivered by the seller.

