

Thank you for your interest in opening a trade credit account with Noberne Seals Ltd. Please complete all sections and return to Sales@noberneseals.com.

1. COMPANY DETAILS

Company Name		Trading Name	
Company Registration Number		VAT Registration Number	
Years Trading		Type of Business	
Website Address			

2. REGISTERED OFFICE

Address Line 1		Town/City	
Address Line 2		County	
Address Line 3		Postcode	

3. TRADING ADDRESS (IF DIFFERENT)

Address Line 1		Town/City	
Address Line 2		County	
Address Line 3		Postcode	

4. CONTACT INFORMATION

Main Telephone			
Purchase Contact Name		Accounts Contact	
Purchase Contact Telephone		Accounts Telephone	
Purchase Contact Email		Accounts Email	

5. DIRECTORS / PARTNERS

Director/Partner 1		Director/Partner 2	
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6. CREDIT REQUIREMENTS

Estimated Monthly Spend	£	Requested Credit Limit	£
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7. TRADE REFERENCE

Company Name		Telephone Number	
Contact Name		Email Address	

8. INVOICE & STATEMENT DELIVERY

Email Address for Invoices		Email Address for Statements	
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TERMS OF CREDIT

All accounts are subject to approval by Noberne Seals Ltd.

Standard credit terms are 30 days from invoice date unless otherwise agreed in writing.

Noberne Seals Ltd reserves the right to amend or withdraw credit facilities at any time.

Overdue accounts may result in suspension of further deliveries and withdrawal of credit facilities.

Interest may be charged on overdue accounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Title to goods shall remain with Noberne Seals Ltd until payment has been received in full.

By signing this application, the applicant confirms they have authority to enter into this agreement on behalf of the business.

All sales are subject to the current Noberne Seals Ltd Trade Terms & Conditions.

DECLARATION

I/We hereby apply for a Trade Credit Account with Noberne Seals Ltd and confirm that the information supplied is correct.

I/We have read and agree to be bound by Noberne Seals Ltd Trade Terms & Conditions of Sale Version 1.1 – June 2026 (as amended from time to time) and acknowledge that all orders and purchases shall be subject to those Terms and Conditions.

Name		Signature	
Position		Date	

Please read these terms & conditions carefully, as they contain important information about your rights and obligations. In particular, we draw your attention to condition 11 (Limitation of Liability)

1. Definitions

- 1.1 “Company” means Noberne Seals Ltd, a company registered in England with company number 01201343 whose registered office is at Larchfield Road, Hunslet, Leeds, LS10 1QP.
- 1.2 “Customer” means the person, company or organisation accepting these conditions from the Company.
- 1.3 “Goods” means all products supplied by the Company.
- 1.4 These Terms and Conditions apply to all quotations, orders and contracts for the sale of Goods by the Company unless otherwise agreed in writing.
- 1.5 Any terms proposed by the Customer shall not apply unless expressly accepted in writing by the Company.
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2. Quotations and Orders

- 2.1 All quotations are invitations to treat and are valid for 30 days unless otherwise stated.
- 2.2 No contract shall exist until the Company accepts the Customer's order.
- 2.3 The Company reserves the right to refuse any order.
- 2.4 The Company reserves the right to correct clerical, typographical or pricing errors at any time.
- 2.5 An Order shall only be deemed accepted when the Company confirms the Order by email (Order Confirmation), at which point the Agreement shall come into existence. The Company will confirm in the Order Confirmation details of the Goods, the Price, and the Delivery Date.
- 2.6 Product specifications, dimensions and descriptions are provided in good faith but may be amended by manufacturers without notice.
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3. Prices

- 3.1 All prices are exclusive of VAT unless otherwise stated.
- 3.2 Delivery charges, carriage surcharges and any applicable taxes shall be charged in addition to the price of the Goods.
- 3.3 The Company reserves the right to amend prices before acceptance of an order.
- 3.4 Prices quoted for non-stock, special-order or bespoke items may be subject to supplier confirmation.
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4. Payment

- 4.1 Payment terms shall be as agreed between the Company and the Customer.
- 4.2 The Company reserves the right to withdraw credit facilities at any time.
- 4.3 The Company reserves the right to set, amend, reduce or withdraw credit limits and credit facilities at any time without prior notice. The Company may require payment in advance where a credit account exceeds its agreed limit, has overdue balances or where the Company's assessment of credit risk changes.
- 4.4 The Company reserves the right to charge interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.5 The Customer shall not withhold payment due to any dispute, claim or set-off unless agreed in writing.
- 4.6 The Company reserves the right to suspend deliveries, cancel any undelivered orders and/or require payment in advance where:
- (a) any amount due from the Customer remains unpaid;
 - (b) the Customer exceeds its agreed credit limit;
 - (c) the Company reasonably believes that the Customer may be unable to meet its financial obligations.
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5. Delivery

- 5.1 Delivery dates are estimates only and are not guaranteed.
- 5.2 The Company shall not be liable for delays caused by manufacturers, carriers, supply chain disruption, customs delays or events beyond its reasonable control.
- 5.3 Delivery shall be deemed complete upon arrival at the delivery address specified by the Customer.
- 5.4 The Company may make partial deliveries.
- 5.5 Risk in the Goods shall pass to the Customer upon delivery.
- 5.6 If the Company is not responsible for delivery, risk shall pass to the Customer at the point when the Customer or a representative of the Customer collects the goods from the Company's place of business.
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6. Inspection, Shortages and Damaged Goods

- 6.1 Customers must check Goods upon delivery (that is at the point at which risk passes in accordance with condition 5.5) and note shortages or defects with the delivery driver and in writing countersigned by the Company's servant or agent affecting delivery. Goods shall be deemed to have been delivered free of shortage or defect which would be apparent on checking unless so noted. The Customer shall independently notify the Company of the same in writing within 24 hours of delivery taking place.
- 6.2 Any shortage, damage or discrepancy must be reported within 48 hours of delivery.
- 6.3 Claims must be confirmed in writing within 5 working days.
- 6.4 Failure to notify the Company within these timescales shall constitute acceptance of the Goods.
- 6.5 Subject to the above provisions, the Company shall, at its sole discretion, repair, replace, refund or issue a credit in respect of any shortage or defect in the Goods identified at delivery.
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7. Returns

- 7.1 Goods supplied correctly to the Customer's order may only be returned with the Company's prior written agreement.
- 7.2 Authorised returns may be subject to a handling and restocking charge.
- 7.3 Goods returned must be:
- unused;
 - in original packaging;
 - in a resalable condition.
- 7.4 Bespoke, made-to-order, non-stock, cut to length or specially procured items are non-returnable unless defective.
- 7.5 Carriage charges are non-refundable unless the return results from the Company's error.
- 7.6 Where goods are cut, trimmed, machined, fabricated or otherwise supplied to a customer's specified dimensions, such goods shall be deemed bespoke and are non-returnable except where defective or supplied incorrectly by the Company.
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8. Retention of Title

- 8.1 Ownership of the Goods shall remain with the Company until payment has been received in full for all sums due to the Company from the Customer on any account whatsoever.
- 8.2 Until title passes, the Customer shall:
- (a) store the Goods separately;
 - (b) clearly identify the Goods as property of the Company;
 - (c) maintain the Goods in satisfactory condition.
- 8.3 The Company, its employees or agents, shall be entitled at any reasonable time to enter any premises where the Goods are stored for the purpose of inspecting or recovering Goods to which title remains vested in the Company.
- 8.4 The Customer grants the Company an irrevocable licence to enter such premises for the purposes described in Clause 8.3.
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9. Product Information and Suitability

- 9.1 The Customer is responsible for ensuring that Goods are suitable for their intended application.
- 9.2 Technical information, recommendations and advice are provided in good faith but are based upon information available at the time.
- 9.3 The Company does not provide design, installation, fire engineering or specification services unless expressly agreed in writing. Any recommendations provided are offered in good faith and shall not relieve the Customer of its responsibility to satisfy itself as to the suitability of the Goods for the intended application.
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10. Fire-Rated Products

- 10.1 Fire-rated products are supplied in accordance with manufacturers' published test evidence, certification and technical documentation.
- 10.2 It is the Customer's responsibility to verify suitability for the intended application, including door type, glazing system, frame construction and installation method.
- 10.3 Fire performance may be affected by installation methods, door construction, hardware specification and site conditions beyond the Company's control.
- 10.4 The Company accepts no liability for failure arising from incorrect specification, installation or use contrary to manufacturer instructions.
- 10.5 The Customer shall ensure that all fire-rated products are stored, handled and installed in accordance with the manufacturer's instructions and recommendations. The Company shall not be liable for any deterioration in performance arising from improper storage, handling or installation.
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11. Warranty

- 11.1 Goods are supplied with the benefit of any applicable manufacturer's warranty.
- 11.2 The Company shall, at its option, replace, repair or credit defective Goods where a valid claim is established.
- 11.3 Claims relating to defects must be made promptly upon discovery.
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11.4 The Company shall not be liable for defects caused by misuse, improper storage, modification, incorrect installation or fair wear and tear.

12. Limitation of Liability

12.1 Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud or any liability that cannot legally be excluded.

12.2 Subject to Clause 12.1, the Company's total liability arising from any contract shall not exceed the value of the Goods supplied under that contract.

12.3 The Company shall not be liable for:

- (a) loss of profit;
- (b) loss of business;
- (c) loss of contracts;
- (d) loss of anticipated savings;
- (e) indirect or consequential losses.

12.4 The Company shall not be liable for any project delay costs, liquidated damages, loss of goodwill, reputational damage, or any other indirect costs arising from delays, defects or failures relating to the Goods.

13. Force Majeure

13.1 The Company shall not be liable for any failure or delay resulting from circumstances beyond its reasonable control.

13.2 Such events include but are not limited to:

- acts of God;
 - flood;
 - fire;
 - pandemic;
 - industrial action;
 - transport disruption;
 - supplier shortages;
 - cyber incidents;
 - government restrictions.
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14. Data Protection

14.1 The Company shall process personal data in accordance with applicable UK data protection legislation.

14.2 Details of how personal information is processed can be found in the Company's Privacy Policy.

15. Intellectual Property

15.1 All intellectual property rights in catalogues, technical information, drawings, website content and product literature remain the property of the Company or its licensors.

16. General

16.1 If any provision of these Terms is held to be invalid, the remaining provisions shall remain in force.

16.2 No waiver by the Company shall constitute a continuing waiver of any breach.

16.3 These Terms constitute the entire agreement between the parties relating to the sale of Goods.

17. Governing Law

17.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

17.2 The courts of England and Wales shall have exclusive jurisdiction in relation to any dispute arising from these Terms.

Noberne Seals Ltd

Registered in England & Wales

Version 1.1 – June 2026