

DEAN VALLEY GROUP LTD
TRADE CREDIT ACCOUNT AGREEMENT

Company Details:

Dean Valley Group Ltd

Registered Office: Unit 9, Hollyhill Park, Hollyhill Road, Forest Vale Industrial Estate,
GL142YB

Website: www.deanvalleygroup.co.uk

Company Registration No: 16111936

Email: info@deanvalleygroup.co.uk

Telephone: 01594 738516

1. Definitions

“Supplier” means Dean Valley Group Ltd.

“Customer” means the business detailed in the Credit Account Application.

“Goods” means all products and materials supplied by the Supplier.

“Contract” means the agreement between the Supplier and the Customer incorporating these Terms

2. Basis of Contract

2.1 These Terms apply to all sales by the Supplier to the Customer and shall override any terms provided by the Customer unless expressly agreed in writing by an authorised representative.

2.2 The Customer acknowledges this is a B2B contract as defined by the Sale of Goods Act 1979 and shall not be subject to consumer protection regulations.

3. Orders and Acceptance

3.1 All orders shall be in writing (including email).

3.2 The Supplier’s order acknowledgment constitutes acceptance.

3.3 The Supplier may refuse orders at its discretion.

4. Credit Facilities

4.1 Credit accounts are subject to completion and approval of the Credit Account Application Form.

4.2 Until credit is approved, 50% of the order is required upfront and the remaining 50% to be paid on collection or delivery.

4.3 The Supplier reserves the right to vary, suspend, or withdraw credit at any time.

5. Price and Payment

5.1 Prices are exclusive of VAT unless otherwise stated.

5.2 Payment terms shall be as stated in the approved application

5.3 Interest will accrue on overdue amounts under the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 The Supplier reserves the right to suspend deliveries or cancel orders if payments are overdue.

6. Delivery and Risk

6.1 Delivery times are estimates only. The Supplier is not liable for delays beyond reasonable control.

6.2 Risk passes to the Customer on delivery.

6.3 Title in goods remains with the Supplier until payment in full is made.

7. Retention of Title

7.1 in the event The Customer receives delivery of goods before payment is made, The Customer shall hold goods as the Supplier's fiduciary agent until payment in full.

7.2 If the Customer resells goods before payment, it shall hold the proceeds on trust for the Supplier.

8. Warranties and Liability

8.1 The Supplier warrants goods will conform to specification at delivery.

8.2 Liability for defective goods is limited to repair, replacement, or credit at the Supplier's option.

8.3 The Supplier excludes all implied warranties to the fullest extent permitted by the Unfair Contract Terms Act 1977.

9. Limit of Liability

9.1 The Supplier's aggregate liability for any claim shall not exceed the contract price of the goods giving rise to the claim.

9.2 Neither party shall be liable for loss of profit, business interruption, or consequential loss.

10. Data Protection

10.1 The Supplier processes Customer data in accordance with the UK GDPR and the Data Protection Act 2018.

10.2 The Customer consents to credit checks and trade reference verification.

11. Termination

11.1 Either party may terminate this agreement with immediate effect if the other party becomes insolvent or commits a material breach.

11.2 Upon termination, all outstanding sums become immediately due.

12. Force Majeure

The Supplier shall not be liable for any failure or delay due to events beyond reasonable control including industrial disputes, transport delays, or material shortages.

13. Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of the Customer:

Signature: _____

Name: _____

Position: _____

Company Name: _____

Date: _____

Signed for and on behalf of Dean Valley Group Ltd:

Signature: _____

Name: _____

Position: _____

Date: _____