



**Greaney Concrete Products Ltd**  
Part of the McGrath Concrete Group

McGrath Quarries

O'Callaghan Mills, Co. Clare, Eircode: V94 X3X8

Tel No: McGrath Quarries Sales 065 683 5125/ Greaney Concrete Sales 069 65388

McGrath Quarries & Greaney Concrete Accounts 065 6831312

E-Mail: [accounts@mcgrathquarries.ie](mailto:accounts@mcgrathquarries.ie)

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## **Credit Application Form – Current Customer Credit Revision Request**

***Please complete and return the following documents:***

Limit to be revised in - McGrath Quarries  Greaney Concrete  Both

1. Credit Application Form

2. Personal Guarantee

Please note it is our policy to reserve the right to revert to your previous limit if the terms of your account are not adhered to.

A/C Number (official use only)

**CUSTOMER APPLICATION FORM**  
PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITALS

**Section 1: Company Information**

**Application Date:**

**Title:**  **Name:**  **Surname:**

**Company Name:**

**Trade Name: (if different)**

**Full Company Address:**

**Company Registration (CRO) Number:**

**VAT Registration Number:**

**Accounts Address (if different from above):**

**Telephone No:**

**Mobile No:**

**E-Mail Address:**

**Years Trading:**

**New Credit Limit Required €:**

**Purchase Order Number Required:** Yes

No

**CUSTOMER APPLICATION FORM**  
**PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITALS**

**Section 2: Company Type**

**Please Tick the Appropriate Box**

**Sole Trader:**       **Private Company (Ltd):**       **Public Company (Plc):**

**Partnership:**       **Other:**

Please specify \_\_\_\_\_

**Have you previously traded with Greaney Concrete Products Ltd / McGrath Quarries?**

**Account Setup Requirements:**

**Credit Card Name:** \_\_\_\_\_

**Card Number:** \_\_\_\_\_

**Exp Date:** \_\_\_\_\_ **Sec code:** \_\_\_\_\_

**Section 3: Relevant Contacts**

<b>Purchasing Manager</b>	
Name:	
Telephone:	
Mobile:	
E-Mail Address:	

<b>Accounts Payable</b>	
Name:	
Telephone:	
Mobile:	
E-Mail Address for Statements/Invoices	

**CUSTOMER APPLICATION FORM**  
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**Section 4: Trade References**

**Please list 3 businesses that you currently receive credit from:**

<b>Reference 1:</b>	
Company Name:	
Contact Name:	
Address:	
Telephone No	
Email Id:	
<b>Reference 2:</b>	
Company Name:	
Contact Name:	
Address:	
Telephone No:	
Email Id:	
<b>Reference 3:</b>	
Company Name:	
Contact Name:	
Address:	
Telephone No:	
Email Id:	

**CUSTOMER APPLICATION FORM**  
**PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITALS**

**Section 5: Data Protection Act**

In accordance with the Data Protection Act, I Consent to McGrath Quarries / Greaney Concrete Products Ltd using the information supplied on this application form to administer my application and acknowledge that this information will be processed and held on Greaney Concrete Products Ltd computer systems. In addition, McGrath Quarries/Greaney Concrete Products Ltd may use some of the information which is held on the company's computer system to send us product information by email, sms, telephone or post.

**Section 6: Declaration**

I hereby declare that I have read, noted and agree to be bound by the Conditions of Sale in trading with McGrath Quarries/Greaney Concrete Products Ltd. I also declare that the details furnished by me are true and accurate.

Signature:

Print Name:

Date:

**PERSONAL GUARANTEE**

**PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITALS**

To: McGrath Quarries / Greaney Concrete Products Ltd

Stokesfield,	Fortane Beg,
Shanagolden,	O'Callaghan Mills,
Co. Limerick.	Co. Clare.

Dear Sir/Madam,

In Consideration of your agreement to supply goods and/or services and the granting of credit in accordance with your Conditions of Sale **TO-**

(Company name) \_\_\_\_\_

of (Registered Office) \_\_\_\_\_

(Herein after called the "Principal Debtor") -

1. I/we shall pay you on demand, and hereby guarantee the repayment to you on demand all monies which may become due to you from the Principal Debtor for all such goods and services as you may from time to time supply to the Principal Debtor.
2. The agreement shall be a continuing guarantee to you for all debts whatsoever and whensoever arising against the Principal Debtor with you in respect of the goods and services to be supplied to the Principal Debtor and my liability hereunder shall not be affected by you giving time or any other indulgence.
3. This guarantee shall be binding upon me or in the event of my death upon my Personal Representatives. I reserve the right for myself or for my Personal Representatives by one months notice in writing expiring on any day to revoke this guarantee in respect with all future dealings with the Principal Debtor with you after the expiration of the said notice, provided however, that such notice shall not operate to release me or my Personal representatives from any obligations arising hereunder prior to the said date of expiration.
4. Where the context so admits, any reference in this guarantee to the singular number include the plural number.

I/we have read and understand the terms of this guarantee and agree to be bound by this agreement. I/we hereby acknowledge that I/we have been informed of the advisability of seeking independent legal advice before signing this agreement.

Yours faithfully,

**Director 1**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Private  
 Address \_\_\_\_\_

**Director 2**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Private  
 Address: \_\_\_\_\_

**Witness**

Signature \_\_\_\_\_ Print Name: \_\_\_\_\_

Dated this: \_\_\_\_\_

**CONDITIONS OF SALE**

1. These terms and conditions together with the particulars set out overleaf supersede any terms and conditions proposed by the buyer and may not be varied except with the written consent of the Seller.
2. The Seller reserves the right by notice given at any time before delivery to vary the price of the goods if, after the date hereof, there is any increase or decrease in the total cost of such goods to the Seller arising from any cause beyond the Seller control. Provided that if any such price variation shall increase the price of the goods by more than 10% over that ruling at the date hereof, the buyer may by written notice to the Seller cancel the undelivered balance of this contract.
3. Until full payment has been made of all sums outstanding from the buyer to the Seller (including balances outstanding in respect of prior transactions):
  - a. The property in the goods shall remain in the Seller.
  - b. The Seller reserves the rights of disposal of the goods until all the debts owing to the Seller arising from the sale have been discharged. If the buyer sells the goods before all debts owing to the Seller have been discharged then the buyer shall transfer to the Seller all and every claim he has against his buyer emanating from the transaction.
  - c. In the event of the appointment of a Liquidator or Receiver by the buyer the Seller shall have the right to re-possess the goods and the buyer hereby grants the seller irrevocable license to enter upon any premises of the buyer for so doing.
4. The Seller shall not be liable:
  - a. For failure to perform any obligation hereunder if such failure was caused by circumstances beyond the Seller control, or
  - b. To make good any damage or loss whether arising directly or indirectly out of delay in performing any obligations hereunder.
5. Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract as to deliveries which are affected.
6. All claims for damage to, or partial loss of goods in transit must be submitted in writing to both the carrier and the Seller within three days of delivery, in the case on non-delivery of the whole consignment, claims must be submitted in writing to both the carrier and the Seller within seven days of receipt by the buyer (or the buyer's agent) of notification of dispatch of the goods in the absence of claims within the terms mentioned above the goods shall be deemed to have been delivered in accordance with the contract.
7. All representations, warranties and conditions express or implied, by Statute Common Law or otherwise in respect of the goods whether as to quality, fitness for any purpose or otherwise are hereby expressly excluded and the Seller shall not be liable for any loss, injury damage cost or expense arising whether directly or indirectly from or in connection with the goods, their use, application or storage. Without prejudice to the above the Seller will be prepared to consider claims concerning the quality of the goods provided that such claims are notified to the Seller within 30 days of receipt of the goods by the buyer.
8. The Seller may, without prejudice to its other rights and remedies, terminate this contract if either there shall be any breach by the buyer of any term or condition hereunder or the financial responsibility of the buyer shall in the opinion of the Seller, become impaired or unsatisfactory.
9. Where the buyer has specified that the goods shall be of a certain size, such specification shall be subject to reasonable commercial variation.
10. The construction, validity and performance of this contract shall be governed by the internal Laws of the Republic of Ireland.
11. When goods are made or adapted by the Seller in accordance with the buyer's specifications the buyer shall indemnify the Seller against all damages, penalties, costs, claims and expenses incurred by the Seller in respect of the infringement of alleged infringement by such goods of any patents, registered designs, trade marks or other rights belonging to third parties.
12. The buyer shall pay to the seller in addition to the price specified overleaf the amount of any Value Added Tax chargeable on the supply of goods and/or services hereunder at the rate ruling at the time of supply which shall be determined in accordance with the Value Added Tax Act, 1972, the Finance Act, 1973, and in Statutory Orders and Regulations made thereunder. The buyer shall be liable for any Purchase tax or similar taxes, levies or duties which may replace Value Added Tax.
13. In the case of partial completion of an order, the Seller shall be entitled to a quantum meruit in respect of all work done by it without prejudice to its rights should non completion be occasioned by the buyers.
14. The seller reserves the right to sub-contract the fulfilment of the order or any part thereof.
15. The buyer shall effect payment to the Seller for all Goods supplied within 30 days from the month of invoice, or as agreed with the Seller.
16. Interest will be charged on all overdue amounts at the rate expressed in Statutory Instrument No. 388 of 2002- EC (Late Payment in Commercial Transactions) Regulations 2002.
17. The Seller reserves the rights to recover all and any charges incurred by it in collecting overdue monies including debt collection fees, solicitor's fees and/or court costs.

I/we have read and fully understand the above Conditions of Sale and agree to be bound by them.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**McGrath QUARRIES**  
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