



Rubber & Plastics Limited

CREDIT ACCOUNT APPLICATION

ABG RUBBER & PLASTICS LTD
10 SKETTY CLOSE, BRACKMILLS, NORTHAMPTON, NN4 7PL
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FULL TRADING TITLE (Please also attach official letterheading)			
Company Name:			
INVOICE ADDRESS		DELIVERY ADDRESS (If different)	
Address:		Address:	
Town/City:		Town/City:	
County:		County:	
Postcode:		Postcode:	
Tel:	Fax:	Tel:	Fax:
ACCOUNTS		PURCHASING	
Accounts Payable Contact:		Buyer Contact:	
Accounts Tel No.		Buyer Tel No.:	
Accounts Fax No.:		Buyer Fax No.:	
Accounts Email:		Buyer Email:	
Amount of Credit Required:			
TRADE REFERENCES			
(1) Name:		(2) Name	
Address:		Address:	
Town/City:		Town/City:	
County:		County:	
Postcode:		Postcode:	
Tel:	Fax:	Tel:	Fax:
Email Address:		Email Address:	
REGISTERED NAME & ADDRESS (If different)			
Registered Name:			
Registered Address:			
Company Registration No.:			
VAT Number:			
OTHER INFORMATION			
Names/Titles of Executives			
Date of Incorporation:			
No. of Employees			
We apply for a Credit Account with ABG Rubber & Plastics Ltd subject to the Conditions of sale overleaf and agree to honour your payment terms of Nett 30 days from Invoice date.			
Print Name:		Sign:	
Position:		Date:	
ABG RUBBER & PLASTICS LTD USE ONLY:			
Credit limit approved:		Account No.:	
Authorised By:		Date:	
References Required?		Reason:	
Ref 1 Sent:		Ref 2 Sent:	

ABG RUBBER & PLASTICS LTD
CONDITIONS OF SALE

1 DEFINITION. In these conditions "the Company" means ABG Rubber & Plastics Limited, "the Buyer" means the person, firm or company with whom the Company contracts, "the Contract" means the contract made between the Company and the Buyer.

2 QUOTATIONS. A Quotation is for information only and no order placed pursuant thereto shall be binding on the Company unless and until the Company accepts such order in writing.

3 CONDITIONS OF CONTRACT-Any Contract made between the Company and the Buyer shall be subject to these conditions of sale of the Company. Any other conditions stipulated or referred to by the Buyer shall not be incorporated in the Contract

4 PRICE.

- (a) The price quoted excludes value added tax that will be charged at the rate applicable at the date of Invoice.
- (b) Notwithstanding this quotation, the Company reserves the right to charge the price ruling at the date of despatch unless the Company agrees otherwise in writing.
- (c) The price is quoted on an "Ex Works" basis. The Company reserves the right to make such additional charges as it deems appropriate for packing, carriage and delivery.
- (d) Offloading shall be performed at the sole expense and risk of the Buyer.

5 PAYMENTS.

- (a) Monthly credit accounts. The price shall be payable within 30 days of the date of Invoice.
- (b) Non credit accounts. Payment shall be made in full with the Buyer's order.
- (c) The Company shall be entitled at any time in its absolute discretion to request payment in full in advance of delivery of the goods or the performance of further work and failure by the Buyer to pay within the period specified by the Company shall entitle the Company to suspend performance of its obligations under the Contract or to terminate the Contract
- (d) The buyer shall not be entitled to delay nor to withhold payment in full or in part for any reason whatsoever including any alleged defence set-off or counterclaim and payment shall accordingly be made on the due date without deduction.
- (e) The company shall be entitled to interest on the price or any balance thereof not paid by the due date at the rate of 6% per annum above the base-lending rate of Lloyds TSB Bank PLC from the due date until actual payment is received.

6 LIABILITIES.

- (a) Goods **not** manufactured by the Company.
 - (i) The Buyer acknowledges that the Company is not the manufacturer but merely a wholesaler and that the Company is not therefore responsible for the process of manufacture.
 - (ii) The Buyer further acknowledges that in purchasing the goods the Company may have been obliged to contract on terms and conditions of sale of the Company's Supplier and that there is every likelihood that such terms and conditions contain clauses excluding or restricting the liability of the supplier.
 - (iii) Therefore, if within the guarantee period recognised by the Company or its Supplier the goods prove defective due to faulty materials workmanship or design, or if the goods fail to accord with the contractual description or specification, the liability of the Company hereunder shall be limited to the repair or replacement or the refund of the price of the goods (the choice to be that of the Company in its whole discretion) provided that in any event the Company's liability shall not exceed the liability of the Company of the Company's Supplier, the intention being that the Company shall not be liable for any sum or obligation which it has not first recovered or secured from its Supplier.
- (b) Goods manufactured by the Company.
 - (i) The Company will repair or refund the price of goods (the choice to be that of the Company in its sole discretion) which are proved within 12 months from the date of delivery to be defective due to faulty materials workmanship or design or which may fail to accord with the contractual description or specification.
 - (ii) It is a condition precedent to the Company's liability in a) and b) above that. The Buyer shall have given to the Company reasonable notice of the defect. The Buyer shall have returned the goods carriage paid to the buyer. Save as aforesaid the Company shall not be liable for any claim or claims for direct or indirect, consequential or incidental injury loss or damage made by the Buyer against the Company whether in contract or in tort (including negligence on the part of the Company arising out of or in connection any defects in the goods or any act omission neglect or default of the Company). In particular all other conditions warranties and other terms express or implied statutory or otherwise are hereby excluded.

7 RISK AND TITLE.

- (a) All goods shall remain the absolute property of the Company until they have been paid for in full.
- (b) So long as the goods remain the absolute property of the Company the Buyer shall hold the goods as bailee only and shall keep them clearly marked as the property of the Company and separate from other goods in the Buyers possession and the Company shall as bailor be at liberty to enter upon the premises of the Buyer for the purposes of repossessing the goods at any time prior to payment in full therefore without prejudice to any other right which the Company may have against the Buyer under the Contract
- (c) So long as the goods have not been paid for in full an agreement between the company and the Buyer that they may resell the goods only as the agent of the Company. To the extent of any sum owed to the Company by the buyer in respect of the goods the Buyer shall account to the Company for the proceeds of any such resale and such proceeds shall be kept separate from any other monies of the buyer.
- (d) So long as the goods have not been paid for in full they shall remain the absolute property of the Company is affixed to land or any buildings thereon and shall not become fixtures. The Company shall have the right at any time prior to payment therefore to sever the goods from the said land or buildings for the purpose of repossessing the same.
- (e) Notwithstanding the above provisions relating to title risk in the goods shall pass to the Buyer upon delivery.

8 DELIVERIES.

- (a) The Company will make every effort to comply with any delivery date as stated in the contract but such date shall constitute a statement of expectation only and shall not be binding. If not withstanding that the Company has made every effort (and irrespective of whether the date for despatch is expressed to be of the essence of the Contract). The Company fails to comply with the delivery date such failure shall not constitute a breach of the Contract and the Buyer shall not be entitled to treat the Contract as thereby repudiated nor to rescind it or any related contract in whole or part nor claim compensation for any such failure or for any consequential loss or damage resulting there from.
- (b) The Company shall not be liable to the Buyer for any direct or consequential loss or damage suffered by the Buyer in the event that the Company is prevented or hindered from supplying the goods by any circumstances beyond its control. If the Buyer requests postponement of delivery or fails to accept delivery of the goods the Company shall be entitled:
 - (i) To Invoice such goods and the Buyer shall be liable to pay the full price therefore.
 - (ii) To pay all costs and expenses occasioned thereby (including a charge decided upon by the Company in its absolute discretion for storage of the goods and any additional charges for handling and the goods shall be held at the Buyer's risk as from time of postponement.
- (c) If the Contract provides for delivery by instalments delay in delivery or non-delivery of any instalment shall not entitle the Buyer to treat the Contract as thereby repudiated nor to reject any other instalments.
- (d) Any complaint of short delivery or of damage to goods in transit must be notified to the Company in writing otherwise time upon a consignment note or delivery document within 48 hours of receipt of the goods and any complaint of failure to deliver goods invoiced must be so noted within 7 days of the date of the Invoice. In such circumstances the Company undertakes to replace, repair or refund the price of any goods proved to be damaged or lost in transit (the choice to be that of the Company in its sole discretion) in which event time for delivery shall be extended for such period as the Company may require for such replacement or repair.
- (e) Save as expressly provided in these conditions the Company shall not be liable in any manner whatsoever in connection with any damage to or loss of the goods in transit.
- (f) Unless otherwise agreed delivery will take place at the Company's premises.

9 SPECIAL GOODS. Where goods are made to the Buyer's specification by any third party and are procured from the third party to the Company for the Buyer. The Buyer undertakes full responsibility for the suitability and accuracy of the specification instructions or design which it may supply and undertakes to indemnify the Company against any infringement of any patent registered design trade mark name copyright or like right and any loss damage or expense which may incur by reason of such infringement in any country.

10 LOSS. Without prejudice to any other remedies which the Company may have the Company shall in respect of all debts due and payable by the Buyer to the Company have a great lien on all goods and property belonging to the Buyer in its possession (whether worked on or not) and shall be entitled upon the expiration of 14 days notice to the Buyer to dispose of such goods or property as it thinks for at any price in its absolute discretion and to apply and proceeds of sale thereof towards the payment of such debts.

11 INSOLVENCY. In the event that:

- (a) The Buyer shall commit any breach of any Contract between the Buyer and the Company and shall fail to remedy such breach (if capable of remedy) within a period of 7 days from receipt of notice in writing from the Company requesting such remedy or
- (b) Any distress or execution is levied upon any goods for property of the Buyer or
- (c) The Buyer offers to make any arrangements with or for the benefit of its creditors or commits any act of bankruptcy or being a limited company has a Receiver appointed of the whole or any part of its undertaking property or assets or an order is made or a resolution is passed or analogue's proceedings are taken for the winding up of the Buyer (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the Company).

The Company shall thereupon be entitled without prejudice to its other rights hereunder forthwith to suspend all further deliveries until the default has been made good or to determine the Contract or any unfulfilled part thereof or at the Company's options to make partial deliveries. Notwithstanding any such termination the Buyer shall pay to the Company the price for all goods delivered up to and including the date of termination and the Buyer shall have no claim whatsoever against the Company arising out of the termination or suspension of the Contract.

12 BUYER'S PROPERTY-All property supplied to the Company by or on behalf of the Buyer which is held by the Company for the purpose of the Contract or in transit to or from the Buyer shall be deemed to be entirely at the Buyer's risk and the Company shall not be liable for any loss of or damage to such property whilst in the possession of the Company or in transit as aforesaid unless such loss or damage is due directly to the negligence of the Company. In no circumstances whatsoever will the Company be liable for any consequential loss or damage arising there from.

13 STATEMENTS AND REPRESENTATIONS. The Buyer acknowledges that in entering into the Contract with the Company. The Buyer is not relying upon any representation or statement made by the Company. Its servants or agents and that these terms represent the entire terms of the Contract between the Buyer and the Company.

Any error, omission, misrepresentation or mis-statement in the contract or in the course of negotiations leading the Buyer to rescind the Contract nor shall the Buyer be entitled to any damages or compensation in respect thereof.

14 WAIVERS. The Company's rights and remedies shall not be prejudiced by any indulgence or forbearance to the Buyer and no waiver by the Company or any breach by the Buyer shall operate as a waiver of any subsequent breach.

15 SEVERANCES. If at any time anyone or more of the provisions of these conditions becomes invalid, illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

16 NOTICES. Any notice required to be given hereunder in writing shall be deemed to have been duly given by either party to the other if sent by first class post, telex or facsimile copier addressed to the other party at its principal place of business or last known address. In the case of first class post, the notice shall be deemed to have been duly received the next postal delivery day and in the case of telex or facsimile copier the notice shall be deemed to have been received immediately at the conclusion of transmission.

17 LAW. These conditions and each and every Contract made pursuant thereto shall be governed and construed in all respects in accordance with the laws of England.