

**Credit Account Application**

Version 4 16/01/2018

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| --- | --- |
| **Business Name** |  |
| **Business Delivery Address** |  |
| **Postcode** |  |
| **Sales Contact** |  | **Position** |  |
| **Tel** |  | **Mob** |  | **Email** |  |
| **Accounts Contact** |  | **Accounts Email** |  |
| **Tel** |  | **Would you like invoices emailed?****(Delete as applicable)** | YES | NO |
| **Invoice Address if Different** |  |
| **Opening hours for deliveries:** | **PO’s required** | YES | NO |
| **Company Type** | Sole Trader |  | Partnership |  | PLC |  | Limited Company |  |
| **Company Registration Number** |  | **VAT Registration Number** |  |
| **Amount of Credit Required** | **£** | Please note all reading is governed by out Terms and conditions of sale. (Copy attached) |
| **Application Completed By** |  | **Date** | **/ /** |
| **Signature** |  | **Position** |  |
| **OFFICE USE ONLY** |
| **Checked By** |  | **Date: / /**  | **Review Date** | **/ /** |
| **Credit Limit** | **£** | **Account Number** |  | **Account Manager** |  |
| All applications must be completed in full and signed and forwarded to our contact details on the right. | **Concept Products Limited,****10 Cary court, Somerton Business Park,****Somerton, Somerset.** **T: 01458274020 F:01458 274117****E: accounts@conceptproductsltd.co.uk** |

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**Terms and Conditions for Sale**

By placing an order with Concept Products Limited for products you confirm your agreement to its terms and conditions as set out below:

**Parties**

1. Concept Products Limited, a company incorporated under the laws of England and Wales (company number 06770429) whose registered office is at Albert Goodman, Hendford Manor, Yeovil, Somerset, BA21 1UN (“the **Company**”); and
2. the person whose Purchase Order for the Products is accepted by the Company (“the **Customer**”).

L1‑021

1. **General**
	1. In these Terms capitalised words will have the following meanings:

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| **“Company Premises”** | the Company’s premises at Unit 10 Cary Court, Bancombe Road, Somerton, Somerset, TA11 6SB; |
| **“Contract”** | the contract between the Company and the Customer for the sale and purchase of the Products subject to these Terms; |
| **“Products”** | the products (including any parts for them) which the Company is to supply to the Customer in accordance with these Terms; |
| **“Purchase Order”** | the purchase order completed by the Customer and submitted to the Company containing details of the Contract; |
| **“Terms”** | meaning the standard terms of sale set out in this document; |

* 1. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re‑enacted or extended at the relevant time.
	2. The headings in these Terms are for convenience only and shall not affect their interpretation.
	3. These Terms and Conditions shall apply to all Contracts between the Company and the Customer relating to the sale of Products including all repeat orders and shall supersede any other Terms set out or referred to in the Purchase Order or any other correspondence between the Company and the Customer.

L1‑022

1. **Basis of the Sale**
	1. The Company shall sell and the Customer shall purchase the Products in accordance with the Company’s written or verbal quotation (if accepted by the Customer), or the Customer’s Purchase Order (if accepted by the Company), subject in either case to these Terms, which shall govern the Contract.
	2. No variation to these Terms shall be binding unless agreed in writing between the authorised representatives of the Customer and the Company.
	3. The Company’s employees or agents are not authorised to make any representations concerning the Products unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
	4. Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Products (which is not confirmed in writing by the Company) is followed or acted upon entirely at the Customer’s own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
	5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

L1‑023

1. **Purchase Orders and Specifications**
	1. No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company’s authorised representative.
	2. The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any Purchase Order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Products within sufficient time to enable the Company to perform the Contract in accordance with the Terms.
	3. The Company is entitled to refuse any Purchase Order placed by the Customer and will not be required to provide an explanation.
	4. No Purchase Order which has been accepted by the Company may be cancelled by the Customer except with the prior consent in writing of the Company. Such consent may be given on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

**L1‑024**

1. **Price**
	1. The price of the Products shall be the Company’s quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company’s current catalogue or on its website at the date of acceptance of the Purchase Order.
	2. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.
	3. The Company reserves the right, by giving written notice to the Customer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Products which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions).
	4. Unless otherwise agreed in writing between the Customer and the Company, where the Company agrees to deliver the Products (otherwise than at the Company’s Premises) the Customer shall be liable to pay the Company’s charges for delivery of the Products.
2. **Payment**
	1. If credit card account details are provided by the Customer on the Purchase Order, payment will be charged to the credit card account on written acknowledgement of the Customer’s Purchase Order. By placing a Purchase Order the Customer consents to payment being charged to its credit card account as provided on the Purchase Order.
	2. The Customer’s credit/debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of placing the Customer’s Purchase Order.
	3. Where payment is made in accordance with clauses 5.4 and 5.5, the Company will issue the Customer with a receipt.
	4. Subject to payment being made in accordance with clauses 5.1 to 5.3 above, the Company shall be entitled to invoice the Customer on or at any time after delivery of the Products, unless the Products are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Products, in which event the Company shall be entitled to invoice the Customer for the price at any time after the Company has notified the Customer that the Products are ready for collection or (as the case may be) the Company has tendered delivery of the Products.
	5. The Price shall be paid by the Customer (including VAT and without any set-off or other deduction) within 30 days end of the month invoiced of the date of the Company’s invoice.
	6. If payment is not made on the due date, the Company shall be entitled, without limiting any other rights it may have, to terminate this Agreement and to charge interest on the outstanding amount (both before and after any judgment) at the rate of 6% above the base rate from time to time of National Westminster Bank plc from the due date until the outstanding amount is paid in full.

L1‑026

1. **Delivery**
	1. Delivery of the Products shall take place when the Company notifies the Customer that the Products are available from the Company Premises or, if some other place for delivery is agreed by the Company, by the Company delivering the Products to that place.
	2. Any dates quoted for delivery of the Products are approximate only and the Company shall not be liable for any delay in delivery of the Products however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in Writing. The Products may be delivered by the Company in advance of the delivery date on giving reasonable notice to the Customer.
	3. If the Customer fails to take delivery of the Products or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer’s reasonable control or by reason of the Company’s fault) then, without limiting any other right or remedy available to the Company, the Company may:
		1. store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
		2. sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

L1‑027

1. **Risk and Property**
	1. Risk of damage to or loss of the Products shall pass to the Customer:
		1. in the case of Products to be delivered at the Company’s Premises, at the time when the Company notifies the Customer that the Products are available for collection; or
		2. in the case of Products to be delivered otherwise than at the Company’s Premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Products, the time when the Company has tendered delivery of the Products.
	2. Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Terms, the property in the Products shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Products and all other products agreed to be sold by the Company to the Customer for which payment is then due.
	3. Until such time as the property in the Products passes to the Customer, the Customer shall hold the Products as the Company’s fiduciary agent and bailee, and shall keep the Products separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company’s property, but the Customer may resell or use the Products in the ordinary course of its business.
	4. Until such time as the property in the Products passes to the Customer (and provided the Products are still in existence and have not been resold), the Company may at any time require the Customer to deliver up the Products to the Company and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Products are stored and repossess the Products.
	5. The Customer shall not be entitled to pledge, create a lien over or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable.

L1‑028

1. **Warranties and Liability**
	1. Subject as expressly provided in these Terms, and except where the Products are sold to a person dealing as a consumer (as defined under the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
	2. Where the Products are sold to a person dealing as consumer the statutory rights of the Customer are not affected by these Terms.
	3. A claim by the Customer which is based on any defect in the quality or condition of the Products or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Products and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.
	4. Where a valid claim in respect of any of the Products which is based on a defect in the quality or condition of the Products or their failure to meet specification is notified to the Company in accordance with these Terms, the Company may replace the Products (or the part in question) free of charge or, at the Company’s sole discretion, refund to the Customer the price of the Products (or a proportionate part of the price), in which case the Company shall have no further liability to the Customer.
	5. The Customer shall not be entitled to reject the Products if:
		1. a defect arises in the Product because the Customer failed to follow the Company’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade and practice; or
		2. the Customer alters, repairs or damages such Products without the written consent of the Company.
2. **Return of Products**

Any return of Products must first be authorised by the Company. Delivery charges for returned Products must be pre-paid by the Customer.

1. **Limitation of Liability**
	1. Except where the Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
	2. Except in respect of death or personal injury caused by the Company’s negligence, or liability for defective products under the Consumer Protection Act 1987, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products (including any delay in supplying or any failure to supply the Products in accordance with the Contract or at all) or their use or resale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Products, except as expressly provided in these Terms.
2. **Force Majeure**
	1. The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company’s obligations in relation to the Products, if the delay or failure was due to any cause beyond the Company’s reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company’s reasonable control: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye‑laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock‑outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery.
	2. If the Company is affected by such circumstances as are described in clause 11.1 above then time for performance of its obligations under the Contract shall be extended for a period equivalent to the period of delayed performance.
	3. If the circumstances of force majeure last for more than 60 days, either party may serve written notice on the other of termination of the Contract and the Contract shall terminate in accordance with such notice.

L1‑029

L1‑032

1. **General**
	1. A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
	2. No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
	3. If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
	4. A person who is not a party to the Contract shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (“the Act”) to enforce any term of these Terms or the Contract. Any right or remedy of a third party which exists or is available apart from the Act is not affected.
	5. The Contract is personal to the Customer and the Customer shall not assign the Contract without the Company’s prior written consent.
2. **Proper Law**

The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non‑exclusive jurisdiction of the English courts.