

ACCESS ELECTRICAL (SERVICES) LTD

'The industrial switch and sensor specialist'

HEAD OFFICE & SALES
Unit 1 Admiral Place
Dunstable
Bedfordshire
LU6 1LW

Tel: 01582-697711
Fax: 01582-667346

ACCOUNTS AND SALES
Unit 4 Kingsmill Ind Estate
Cullompton
Devon
EX15 1BS

Tel: 01884-34445
Fax: 01884-32194

PLEASE FAX BACK ON: 01582-667346

ACCOUNT APPLICATION

Dear Sirs

To enable us to proceed with an application for a credit account facility will you please complete the form below, sign the agreement to our terms of trading, and return the form to the above London address, accompanied by a sheet of your letterhead paper.

Your signature to this Agreement is deemed to be your acknowledgement that you have read and understand the Terms and Conditions and agree to abide by them.

Full trading name(s) of Applicant:

Address of Registered Office:

Address for invoices: *(if different from above)*

Name of Managing Director Vat Reg. No. Co. Reg. No.

Accounts Contact Tel No. Fax No.

Purchasing Contact Tel No. Fax No.

Bank:

Address:

Trade Ref 1:

Trade Ref 2:

Maximum credit required:

We wish to apply for a credit account facility and agree to abide strictly to your Terms and Conditions of Trading as set out in the standard Terms and Conditions of Sale, a copy of which is appended or available upon request from the Company.

Signed: Name:

Job Title: Date:

E-mail:

Web Site:

ACCESS ELECTRICAL (SERVICES) LTD

STANDARD TERMS AND CONDITIONS OF SALE

GENERAL

Quotations are submitted and orders are accepted only upon, and subject to, the Terms and Conditions of Sale as herein set out. Unless expressly agreed and accepted by us in writing, any terms in a purchaser's order form which are inconsistent with these Conditions are deemed to be inapplicable.

QUOTATIONS AND ACCEPTANCE

Quotations are valid for 30 days and represent no obligation until the Seller accepts the Buyer's order. The Buyer's order must be identified with an order number and must contain sufficient information to enable the Seller to proceed.

PRICES

Prices quoted do not include Value Added Tax, which will be added at the then current rate.

DESPATCH DATES

Delivery dates are approximate only, and whilst we shall endeavour to effect delivery on the required dates, we shall not be liable for any loss whatsoever caused through non-delivery or delay in delivery of goods, or for the non-completion of any contract caused directly or indirectly by any circumstances beyond our control, and we shall be the sole judge of whether any circumstance is beyond our control or not. We shall not be liable in any circumstances whatsoever for consequential loss or loss of profits, business or trade due to non-delivery or delay in delivery. The time stated for despatch dates from the receipt of completion instructions, approval of drawings and/or samples, etc., not necessarily from the date of the order.

CARRIAGE

Unless otherwise stated by us in writing, Carriage is chargeable on all orders.

PAYMENT

Payment for the goods shall be due not later than the 30th day of the month following the month of invoicing unless otherwise stated by us in writing. Any discount specified by the Seller shall apply only where payment is so received. Payment shall not be withheld because of any claim of the Buyer against the Seller. The Seller reserves the right to charge interest at 3% per month in respect of any sum outstanding at the due date. The Seller reserves the right to withdraw any credit terms agreed and to substitute Cash with Order terms. The Seller reserves the right to suspend delivery where any payment from the buyer, whether in connection with this order or otherwise, is not paid on its due date.

OWNERSHIP OF THE GOODS

The goods shall be at the sole risk of the buyer as from delivery, but the legal ownership of the goods shall remain with the Seller until such time as payment in full shall have been received by the Seller. A cheque or other Bill of Exchange shall not constitute payment until the same is met on presentation. Until the ownership of the goods shall have passed to the Buyer on payment, the Buyer shall be custodian only of the goods. In the event of non-payment within then Seller's terms of payment possession of the goods may, if the Seller do desires, be recovered by the Seller, and the costs of such recovery be charged in full to, and recovered from, the Buyer unless, and until, the Seller shall obtain such recovery of possession the Buyer shall be liable for the full amount of the purchase price. The Buyer is not authorized to transfer the possession or ownership of the goods to a third party before they shall become the property of the Buyer. The Buyer is not authorised to change the state of the goods before they shall become the property of the Buyer. Until such time any monies received by the Buyer in respect of the goods shall be held in trust for the benefit of the Seller and shall be kept separately from monies belonging to the Buyer.

ULTIMATE RESPONSIBILITY

If, for whatsoever reason, payment is not received in full by the supplying Company for goods or services supplied by them to the receiving Company, then the Directors of the receiving Company will, and do hereby guarantee and accept, that they will be held personally liable for any shortfall or under-payment.

LAW

Any questions relating to any quotation or any contract subject to these conditions or agreed amendment of these conditions shall be determined in all respect by the Laws of England.