



Supaseal (UK) Ltd
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CREDIT APPLICATION – Please complete and fax back to Supaseal (UK) Ltd on 01858 411150

COMPANY TITLE :
FULL ADDRESS :
INVOICE ADDRESS
IF DIFFERENT :
TELEPHONE NO. : FAX NO :
COMPANY REGISTRATION NUMBER
(IF LIMITED COMPANY) :
TRADING STYLE
(IF **NOT** LIMITED COMPANY) :
FULL NAME(S) & ADDRESSE(S) OF
PROPRIETOR/PARTNERS (IF **NOT** LTD):

PURCHASING CONTACT : EMAIL ADDRESS :

ACCOUNTS CONTACT : EMAIL ADDRESS :

BANK NAME & ADDRESS :

ACCOUNT NO. : SORT CODE :

TRADE REFERENCE 1
(INCLUDING FAX NO.) :

TRADE REFERENCE 2
(INCLUDING FAX NO.) :

CREDIT LIMIT REQUIRED :

HOW DID YOU HEAR OF US? :

WE ADVISE OUR PAYMENT TERMS ARE 30 DAYS EOM & ALL GOODS ARE SOLD SUBJECT TO OUR CONDITIONS OF SALE. (Pages 2 and 3) PLEASE SIGN TO CONFIRM YOU ACCEPT THIS.

CUSTOMER SIGNATURE :

SUPASEAL USE ONLY.

AUTHORISED BY :

ORDER CODE :

ACCOUNT NUMBER : DATE :

Vat Reg. No. 576 7852 80 Directors : L.Bingley M.Vials
Co. Reg. No. 3722070 (England) Reg. Office;- c/o 22-24 Harborough Road, Northampton, NN2 7AZ

PREFACE

Acceptance by us of your orders is conditional upon acceptance by you of the following conditions which over-ride all other terms and conditions inconsistent therewith express, implied, statutory or otherwise wherever contained except in so far as any conditions or warranties implied by statute shall be statute not be capable of being excluded. Consequently any terms in this contract which purport to exempt from or restrict the operation or have the effect of exempting from or restricting the operation of any of the provisions of the Sale Of Goods Act 1893. as amended by the Supply of Goods (Implied Terms) Act 1973. and the provisions of the Unfair Contract Terms Act 1977, shall, in the case of customer sales within the Acts be subject to the test of reasonableness. No variations to the Contract shall be binding upon us unless accepted by us in writing.

SUPASEAL CONDITIONS OF SALE

1. ACCEPTANCE

All orders are accepted and executed on the understanding that the Buyer is bound by the following Conditions of Sale. Where there is any inconsistency between these Conditions of Sale and any Conditions advanced by the Buyer, the following Conditions of Sale shall prevail.

2. QUOTATIONS

Quotations are open for acceptance within 60 days from the date thereof, unless otherwise stated, and are subject to confirmation on receipt of an order and manufacturing details.

3. PRICES

- a) Any fluctuation in costs arising after acceptance of the order may entail adjustments in the agreed or quoted price, and the price to be charged shall be that ruling at the date of despatch.
- b) Any alteration by the buyer in design, quantity, or specification and any suspension of work resulting from the Buyer's instructions, or lack of instructions, will involve adjustment of the agreed or quoted price if the costs are thereby affected.

4. TERMS

Prices quoted are net exclusive of VAT, which must be added to prices at the rate prevailing at the tax point. Unless otherwise stated accounts are due for payment no later than the end of the month following the month of despatch. Where deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and be payable accordingly.

5. CARRIAGE

Prices quoted are ex-works unless otherwise stated. Where goods are sold F.O.B. the Seller's responsibility shall cease the moment the goods are placed on board ship, aircraft or are delivered to a 'container base' and he shall be under no obligation to give the Buyer or Buyer's agent the notice specified in Section 32(3) of the Sale of Goods Act 1893.

6. PACKING

- a) The standard method of packing is in bags or cardboard boxes, which may be delivered on pallets all of which are non-returnable. Special packages made for shipment are also non-returnable but these must be paid for unless expressly allowed for in the quotation.
- b) The Seller uses his best endeavours to ensure suitability of packing before despatch but no claim will be accepted by the Seller for damage in transit on the ground of alleged unsuitability of packing.

7. SPECIFICATION

While every effort is made to ensure that the latest specification is made available, the Seller reserves the right to incorporate new features and to supply products which may not be strictly in accordance with the specification agreed upon. Where requested certified drawings will be sent for Buyer's approval.

8. DELIVERY

Every endeavour will be made to effect delivery within the date specified, but dates and periods for delivery are only approximate and are not essential terms. In no circumstances whatever shall the Buyer be entitled to recover loss of profits from sub-sales or any special or consequential loss or damage whatever arising from or in connection with delay in delivery or non-delivery.

9. PROPERTY AND RISK

Unless otherwise stated, the risk in the goods shall pass to the Buyer when the goods are delivered, but the goods shall remain the property of the Seller until paid for in full and the Buyer shall hold the goods as Bailee for the Seller until payment is made in full.

10. DAMAGE, SHORTAGE OR LOSS

The Seller will not accept any claim for damage, shortage or loss in transit or non-delivery unless such a claim is notified in writing to the Seller within the Carrier's permitted period.

11. RETURNS AND REJECTIONS

A handling charge will be levied by the Seller if the reason given by the Buyer for returning or rejecting goods cannot be properly substantiated. Returns must be by prior agreement, and goods despatched by the least expensive means.

12. VARIATION IN QUANTITY

Where products are supplied to a customer's specification every endeavour will be made to deliver the quantity ordered but over-run or under-run of up to 10 shall constitute fulfilment of the contract and not affect the basic price per unit.

13. SPECIAL TOOLING

Any charges made for special tooling covers part cost only. These remain the Company's property and full maintenance will be undertaken by the Company during the period of regular supply of components, and for a mutually agreed reasonable life span of the tooling.

14. LIABILITY

a) The Seller shall not be liable for any loss or damage (whether direct, indirect or consequential) however arising that may be suffered by the Buyer other than that arising through the wilful default of the Seller or, in respect of death or personal injury caused thereby, the negligence of the Seller. For the purposes of this Condition indirect or consequential loss or damage shall include any loss or damage in respect of any loss of profits or income or business of whatsoever kind or arising from the Buyer or other purchasers of the goods having to recall or repurchase the products in the manufacture or production of which the goods are used or into which the goods are placed or with which they are mixed. b) Whether or not paragraph (a) above is enforceable, liability for all such loss or damage shall be limited to the purchase price of the goods or replacement of the goods.

15. CANCELLATIONS

Orders shall not be cancelled unless so agreed to in writing by the Seller and in the event of such cancellation the Buyer shall reimburse the seller for any expenditure and costs incurred in connection with the contract or order so cancelled.

16. FORCE MAJEURE

- a) The due performance of the contract is subject to cancellation or variation by the Seller as a result of any act of God, war, riots or civil disturbance, strike, lockout or other labour dispute, fire, flood, drought, accident, legislation, requisitioning or other act or order by any government department, council or other duly constituted authority, shortage of raw materials, interruption in normal supply of power to the Seller's works, interruption to means of transportation, or due to any cause beyond the control of the Seller. In such event, no liability shall attach to the Seller by reason of cancellation or variation of any contract.
- b) Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work of work in the establishment of the Seller during the delivery period as a result of any of the causes set out in sub-paragraph (a) or any cause whatsoever beyond the control of the Seller.

17. BANKRUPTCY

If the Buyer shall make default in or commit any breach of any of his obligations to the Seller, or if any distress or execution shall be levied upon the Buyer, his property or assets, or if he (the Buyer) shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy, or if any Petition or Receiving Order in Bankruptcy shall be presented or made against him or if the Buyer shall be a Limited Company and any Resolution or Petition to wind up such Company's Business shall be passed or presented, or if a Receiver of such Company's undertaking property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any order then subsisting, and upon written notice of such determination being posted by the Seller to the Buyer's last known address, any subsisting order shall be deemed to have been determined without prejudice to any claim or right the Seller might otherwise make or exercise.

18. ARBITRATION

Any dispute, difference or question arising between the Seller and Buyer as to the construction, meaning or effect of these Conditions, or as to their respective rights or liabilities under any contract to which these Conditions apply to otherwise, shall be referred to a single arbitrator to be agreed upon by the Seller and the Buyer, or failing such agreement to be nominated by the President for the time being of the Law Society and every such reference shall be deemed a submission to arbitration within and be subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

19. PATENT RIGHTS

The Buyer shall indemnify the Seller against any claims whatsoever for damages and costs and against all liability in respect of any infringement of patent rights resulting from compliance with the Buyer's instructions express or implied.

20. SUPPLY OF GOODS (IMPLIED TERMS) ACT 1973 AND UNFAIR CONTRACT TERMS ACT 1977

In entering into any contract to which the foregoing Conditions apply, the Buyer acknowledges:

- a) That he has considered the terms of the above Acts.
- b) That he has carefully read and considered all such of the foregoing Conditions as may exclude, restrict or limit liability (whether under express conditions or those implied by the Sale of Goods Act 1893 as amended) and the Buyer accepts that such terms are consistent with the object of any such contract.
- c) That at the time of entering into any such contract as aforesaid the bargaining positions of the parties are in all the circumstances of equal strength relative to each other and that the terms thereof are reasonable.
- d) That in the foregoing circumstances and having regard to the Conditions of any such contract it will be fair and reasonable in any litigation which may arise out of any disputes arising thereunder for the Seller to rely by way of defence of any of the Conditions of such contract, which may exclude, restrict or limit his liability under any provision whether express or implied by the Sale of Goods Act 1893 as amended, or any other statute for the time being in force, but without prejudice to Section 2 (1) of the Unfair Contract Terms Act 1977 as to the liability for death or personal injury resulting from negligence.

21. INTERPRETATION All Contracts to which these Conditions apply shall be construed and take effect in accordance with English Law.