



Credit Account Application Form

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Company Registration No.

VAT No.

OFFICE USE ONLY

D & B Received (Please tick)

A/O

Full Company Name

NMBS/Unimer No.

Address

Invoice Address (if different)

Post Code

Post Code

Telephone

Fax

E-mail

Website
www.

Type of Business: Sole Trader / Partnership / Limited / PLC* (*Delete as appropriate)

Address of Registered Office

No. of years in business

Nature of Business

Company Annual Turnover

Name of Proprietor / Partner / Director* (*Delete as appropriate)

Title (Mr/Mrs/etc)

First Name

Other Initial(s)

Surname

Preferred Credit Limit Amount

£

Bank A/C. No.

Sort Code

- - -

Bank Name and Branch Address

Name and Addresses of Two UK Based Trade Referees

Trade Reference Details 1

Company Name
Nature of Business
Address
Telephone
Fax

Trade Reference Details 2

Company Name
Nature of Business
Address
Telephone
Fax

I/We attach a sample of my/our business letterhead. If credit is granted I/we undertake to adhere strictly to your Terms of Trading and in particular your terms of payment which are to settle my/our account promptly on or before the last day of the month following that in which the goods were supplied.

Signature of Proprietor / Partner / Director* (*Delete as appropriate)

Date (Day/Month/Year)

/ /

Print Name (IN BLOCK CAPITALS)

Position

IF TRADING FOR TWO YEARS OR LESS YOUR FIRST ORDER WILL ONLY BE DESPATCHED AGAINST PRO FORMA INVOICE EVEN THOUGH A CREDIT ACCOUNT APPLICATION FORM HAS BEEN COMPLETED AND RETURNED.

Terms of Trading

1. MAKING THE CONTRACT

- Your order is an invitation to supply; we will consider it only on the basis that you waive any terms in it which are inconsistent with ours. Receipt of your order whether in writing, fax or telephone call makes the contract.
- Our acknowledgement of order (if applicable) is an offer to sell only the goods identified in it at those prices and on those terms. As it is based on your order, it will be treated as accepted and the contract made unless we receive your written cancellation within four working days of its receipt.
- All goods supplied by us are sold on these terms and those on the acknowledgement of order; only our Directors are able to vary them and then only in writing.
- If the goods are to be delivered in stages, each installment will be treated as a separate contract

2. CANCELLATION

- Orders or contracts can only be varied or cancelled with our written consent. This consent assumes that: 1) Goods have not yet been despatched & 2) You will bear any loss that we have incurred.
- If we agree to cancel or vary a contract after we have bought or manufactured goods for it we may charge a cancellation fee to compensate us for the expenses of disposal.
- If we are dependant on a supplier who fails to supply a necessary component of the goods we will tell you and (if we are able to) offer you an alternative. If we cannot offer an alternative, or we do not get your written approval to it (within seven days) the contract will be void, but only for those goods.

3. PRICE

- The price includes packaging & delivery, unless an ex-works price has been quoted or your order or that part of your order falls below our Carriage Paid value.
- The price excludes VAT.
- If we suffer a major cost increase we may increase the price; if so we shall tell you as soon as possible.

4. PAYMENT

- You must pay us by the end of the month following the invoice date if you have an approved credit account.
- If you do not have an approved credit account you must pay us on demand, which usually will be before the goods are delivered.
- We may change the limit on an approved credit account at any time. If the limit is exceeded the excess must be paid immediately.
- We may charge interest on late payments at 8% per month (or part). Interest accrues daily and runs before & after judgment. If you pay late you must also pay (in full) any legal expenses incurred by us.
- We may at any time suspend manufacture or delivery unless you give us security for payment.
- You may not withhold payment because of any dispute or claim any set-off.
- We may apply any payment to any invoice and ignore any contrary instructions given by you.

5. DELIVERY

- We shall arrange despatch to the delivery address named on your order and on our records as quickly as possible or by the date you specify if it is reasonable.
- The delivery date named on the acknowledgement of order (if applicable) is our best estimate only. You may not reduce the price or make a claim against us if the goods are delivered after that date. If we do not deliver by that date we shall use our best efforts to deliver within a reasonable time afterwards.
- We may deliver in stages and invoice you separately for each stage. Each stage will be treated as a separate contract
- If the quantities of goods delivered vary from the acknowledgement of order you must pay for them at the contract rate.
- If you ask us to delay delivery we will do so if we can, but may charge you for storage.
- You give us (our employees and agents) the right of access to all premises under your control to deliver, inspect and remove goods. That right may not be revoked until you have paid all that you may owe us.
- Goods to be collected by yourselves or your agents will be invoiced on the due collection date as stated in the acknowledgement of order. We reserve the right to deliver and charge carriage if the goods are not collected within 10 days of the due collection date.
- Goods are not offered on a sale or return basis. Returns must first be agreed in writing and are subject to a handling charge.

6. RISK

- The goods are at your risk from when you receive them.

7. INSPECTION AND SHORTAGES

- You must inspect the goods as soon as you receive them.
- If you cannot examine the goods the delivery note must be marked 'Not examined'
- We are not liable for shortages or defect that should have been seen on a careful inspection and which you do not tell us about within 3 days of delivery (and confirm in writing).
- We are not liable for any other defects unless we receive a written complaint within 7 days of delivery.
- If we are told about defects and shortages within those limits we will supply replacements or adjust the price, but otherwise you may not make any claim or reduce the price.

8. OWNERSHIP

- The goods remain our property (even after delivery) until you pay all that you may owe us, (not just the price of those goods).
- You may use or sell the goods, but not if you are insolvent or we tell you to return them, but only if the proceeds of sale are held in trust for us and paid into a separate account which may not be overdrawn.
- While the goods belong to us:-
 - You may hold them as our fiduciary agent and bailee, but may not commit us to any liability under any contract and
 - You will store them safely and separately from other goods.
- When the goods belong to you but are under our control, if you become insolvent or fail to pay us when you should have, we have in addition to our rights under ss.48 – 48 Sale of Goods Act 1979
 - A lien on the goods
 - A right of stoppage in transit and
 - A right of resale as your agent
- We may sue you for payment whether or not property in the goods has passed.

9. FREE ISSUE GOODS

- If you supply materials to us for incorporation in the goods or use in their manufacture-
- Those materials will become our property when we receive them
- They must be fit for the purpose for which they are supplied and conform with their description and any sample. Should the materials supplied by you be defective you will be liable for the full contract price in addition to any other remedy we may have against you, and
- They must be received by us at least 2 weeks prior to your expected delivery date unless otherwise agreed in writing.
- If you do not buy any goods ordered you may not restrict our sale of them elsewhere or restrict the sale or use of them by our customer even if:-
 - Any materials supplied by you were incorporated in them or used in their manufacture
 - They have your name or logo on them, or
 - You have any intellectual property rights in their design or composition.
- We will accept materials and designs from you only on the basis that you have the consent of all owners of intellectual property rights for us to use them without restrictions and you must compensate us fully if that is not so.

10. WARRANTIES

- We have the right to sell the goods to you.
- The goods will conform in material respects with any sample, but only if the sample is approved by you in writing and we may improve or alter their composition or specification without notice.
- The goods will be described in the acknowledgement of order, but the delivery date is not part of that description.
- We shall put right any breach of any warranty in clause 10 by supplying replacements or refunding the appropriate part of the price, but we are not under any other liability to you (in contract or tort, including for consequential loss, or any implied item) except that
- If you are a consumer (defined in s. 12 Unfair Contract Terms Act 1977) ss 13, 14 and 15 Sale of Goods Act 1979 apply and
- We do not exclude or restrict our liability for death or personal injury from our negligence or under the Consumer Protection Act 1987
- In any event our total liability is limited to £5,000,000.00
- Our promotional materials give general information only; the goods may vary from any description in them.

11. FORCE MAJEURE

- We are not liable for delays caused by matters outside our control, such as:-

- Act of God
- War
- Riots & civil disturbances
- Fire or explosions
- Trade disputes
- British or Foreign Government action or regulations.
- Accidents
- If we are so affected we shall tell you as soon as we are reasonably able to do so. If the delay lasts for more than three months from then either of us may give written notice to cancel the contract. You will then pay for any goods you have received and we will refund any advance payments, but nothing more will be done.

12. USE

- Aerosols are pressurised and must be treated with care and not exposed to high temperatures. The contents may be inflammable and so they must not be near a flame or sparks. Some have contents which may damage some plastics and other materials. Some have contents which cause damage to your health. You must comply with the advice in our product data safety sheets and you must ensure that all people who come into possession of aerosols supplied by us do so also.
- Product data safety sheets are available for all of our products. You must ensure that, after the goods have been delivered to you everybody who handles them or has possession of them has full instructions for their safe use and handling. You must compensate us in full if they do not.
- You must use, store and handle the goods safely and in accordance with our instructions.
- You may not modify the goods or any markings on them without first receiving our written permission. If you do make any unauthorised modification we will be released from our obligations under all warranties in addition to any other remedy we may have against you.
- You must ensure that the goods are appropriate for all purposes for which you want them; they are supplied only on the basis that you have done so and are not relying on any statement we may have made.

13. BREACH

- You will be treated as having repudiated the contract if you:-
 - Become insolvent or
 - Commit a serious breach or one which is not remedied within 7 days of being asked to do so
- You may be treated as having repudiated the contract if you:-
 - Do not make a payment when due or
 - Fail to accept delivery or give delivery instructions
 - If you repudiate the contract
 - All invoices sent to you must be paid immediately
 - The price of all goods not invoiced but delivered by us or manufactured or ordered for sale to you must be paid immediately and
 - We will be released from all future obligations under all contracts
- You may be treated as insolvent if
- You are a company which has a petition for winding up or an administration presented against it, or passes a petition for winding up.
- A Receiver for any of your assets is appointed;
- You convene a meeting of your creditors
- You (or any of your partners) become bankrupt
- You are unable to pay your debts (defined as in 123 or 286 Insolvency Act 1986)One of your creditors tries to serve on you a document purporting to be a statutory demand (under ss 123 (1) (a) 222 (1) (a) or 268 (1) (a) Insolvency Act 1986, or similar document.
- A judgment entered against you (by any creditor) remains unsatisfied after 7 days or
- Anything similar happens in a foreign jurisdiction.

14. GENERAL

- Written notices may be sent by post, fax or e-mail to the address on the acknowledgement of order. If sent by fax they may be treated as received on the first working day after transmission. If posted first class, on the second day after posting. If by e-mail, on the next working day after transmission.
- You may not transfer your rights under any contract.
- If we do not exercise all our rights under any contract, that will not release you from any of your obligations under it.
- English Law applies. English Courts have jurisdiction.
- Every reference to the goods is a reference to each of the goods.
- In order to comply with ISO9001we retain all records for a minimum period of 2 years.
- Your first order will only be despatched after payment against a pro forma invoice even though a credit account application form has been completed and returned.