



New Account No. and Date received
(for office use only)

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APPLICATION FOR A TRADE ACCOUNT

Contact name:

Legal trading name of company:

Registered office:

Company Invoice/delivery address:
(If different from registered office)

Contact Telephone number:

Contact Fax number:

Contact Email address:

Are you a: Limited company Partnership

Limited Company registration number:

VAT registration number :

If you are a partnership, please give name(s) of all partners:

Number of years established:

Name of Bank and address:

Account number: Sort code:

APPLICATION FOR A TRADE ACCOUNT (continued)

Brought ledger contact name
and telephone number:

Trade refree 1 name and address:

Telephone and Fax number:

Trade refree 2 name and address:

Telephone and Fax number:

Monthly credit limit applying for: £250 £500 £1,000 £2,000 Other

I/We agree to Bee Fittings Ltd's standard terms and conditions of sale and agree that all orders placed shall be subject to those conditions unless specifically agreed in writing.

I/we authorise Bee Fittings Ltd's or its agents to seek and receive status enquiries on me/The company from the above named bank or credit agencies.

Singed:

Position:

Date:

Completed forms should be posted to:

Bee Fittings Ltd
Unit M Wrexham Road
Laindon
Basildon
Essex
SS15 6PX

Or fax to: 01268 206 115



TERMS AND CONDITIONS OF SALE

CONTRACT TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these conditions:-

- 1.1. "The Company" means Bee Fittings Limited whose Registered Office address is 19-20 Bourne Court, Southend Road, Woodford Green, Essex IG8 8HD
- 1.2. "The Buyer" means the person, firm or company who buys or agrees to buy Goods from the Company.
- 1.3. "The Goods" means the articles which the Buyer agrees to buy from the Company.
- 1.4. "A Credit Customer" means a Buyer who has been notified in writing by the Company that credit terms and a credit limit are available to it, in respect of whom the Company has not exercised its discretionary right to notify the Buyer of the withdrawal of such terms.
- 1.5. "The Warranty Period" means in respect of any Goods a period of one year from the date of the issue of the invoice for term (or such other period as may be expressly agreed in writing between the parties).

2. APPLICATION OF CONDITIONS

- 2.1. These Conditions shall apply to all contracts for the sale of Goods by the Company to the Buyer to the exclusion of all other terms and Conditions, including any which the Buyer may purport to apply under any purchase order confirmation, or order, or similar document
- 2.2. Acknowledgement by the Company by any invitation (in whatever form) to offer Goods for sale, shall be an offer to sell subject to these Conditions (and no others) is only capable of acceptance by the Buyer upon these Conditions and by means of giving the Company a signed duplication of the acknowledgment
- 2.3. Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a duly authorised officer of the Company

3. PRICES

- 3.1. The Price of Goods as quoted (subject as below) provided that the Buyer has accepted the quotation within 30 days
- 3.2. The Company may, by giving notice to the Buyer at any time, increase the Price to reflect any increase of the contract of sale which are beyond the reasonable control of the Company (including, without limitation, adverse exchange rate fluctuations 5% or more, taxes, duties, and the cost of labour, materials and any other manufacturing costs) PROVIDED that if the Price so varied is reasonably regarded by the Buyer as too high in relation to the Price originally agreed, then the Buyer may cancel the contract by notice in writing to the Company within 3 days of receiving the notice of change of Price
- 3.3. The Price shall be exclusive of VAT, which shall be due at the rate ruling on the date of the VAT invoice.
- 3.4. The price shall exclude all costs of packaging, carriage, insurance in transit, taxes, duties and tariffs and unless otherwise agreed by the Buyer, shall be responsible for arranging carriage and insurance at its own expense so that any carrier shall be deemed to be acting on behalf of the buyer.
- 3.5. The Buyer shall not be entitled to make any deductions from the price in respect of any alleged rights to set-off or counterclaim unless both the validity and the amounts thereof have been expressly accepted by the Company in writing

4. PAYMENT TERMS

- 4.1. Payment by a credit Customer shall be due 30 days from date of invoice or supply, whichever is the earliest.
- 4.2. Payment by any other Buyer shall be due on the earlier of delivery of the Goods or the receipt by the Buyer of the Pro Forma invoice for the Goods.
- 4.3. Payment shall be in pounds Sterling unless otherwise expressly agreed with the Company.
- 4.4. Interest on overdue invoices (or any part(s) thereof) shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5% above HSBC Bal PLC's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.
- 4.5. In the event that any payment is more than 30 days overdue the Company may as its discretion refuse to supply any further Goods to the Buyer under any contract between them.
- 4.6. Credit Customers will be awarded a credit limit within which they are entitled to Trade, but the Company reserves the right to withhold supply at any time should the total value of goods both outstanding and in process, to be above the agreed credit limit.
- 4.7. If Goods are ordered and subsequently purchased or manufactured by the Company on behalf of the Buyer to be installed as part of a project, the Company shall be entitled to render an invoice for those goods on the original contract delivery date referred to in the Company's order acknowledgement notwithstanding any delays that may occur in completing the installation. The Goods may be held by the Company or delivered on site.
- 4.8. The Company reserves the right to issue a payment plan to the Buyer save as may be otherwise agreed by the parties in writing.
- 4.9. The Buyer shall not be entitled to cancel or modify any order submitted by it or to return any goods to the Company without the Company's written consent.
- 4.10. Provided that the goods have not been purchased or manufactured by the Company as provided under Condition 4.7 herein, if the Company does agree to any cancellation or return, the Buyer shall be liable to pay the Company an amount as specified by the Company (minimum of 25% of the invoice value or £25 whichever is the greater) together with all costs of handling, carriage, insurance and packing in relation to delivery of the goods and arranging for the return of the goods to the Company. Any credit amount due to the Buyer is not refundable, but will be held by the Company to be set against future invoicing.

5. DELIVERY

- 5.1. Delivery of the Goods shall be deemed to be effected whether when they are collected from the Company by the Buyer, or when they are handed by the Company to any carrier.
- 5.2. Any carrier shall be deemed to be acting on behalf of the Buyer.
- 5.3. All delivered are chargeable to the Buyer based on the delivery charge policy, which is available from the Company, unless a separate written agreement confirms otherwise for a transaction or project.
- 5.4. Risk in respect of all Goods shall pass on delivery, and the Company shall accept no liability for any direct or consequential loss or damage after delivery, whether in transit or otherwise.
- 5.5. Any claim for shortages must be notified by the Buyer to the Company in writing within three working days if actual receipt of the Goods by the Buyer.
- 5.6. The Company shall not be liable for any loss or damage whatever due to failure to deliver the Goods (or any of them) promptly or at all, and any date indicated for delivery shall be regarded as the Company's best estimate and shall not be contractually binding.

6. RETURNS

- 6.1. No Goods delivered to the Buyer which are in accordance with the contract will be accepted for return without an official Returns Note number authorised by the Company.
- 6.2. If the Company agrees to accept any such Goods for return, and if the goods are able to be restocked and resold the Buyer shall be liable to a minimum handling charge being the greater of £20 or 20% of the invoice price.
- 6.3. Such Goods must be returned by the Buyer to the Company with carriage paid and suitable packaging.
- 6.4. Goods returned without the prior issue of an official authorised Return Note number and the approval of the Company.
- 6.5. The Buyer shall be deemed to have accepted the Goods by the close of the second working day after delivery and shall thereafter not be entitled to reject Goods.

7. WARRANTIES

- 7.1. The Company warrant that the Goods shall be manufacture and supplied in accordance with any description contained in the Company's specification (subject to Condition 7.8 below).
- 7.2. In relation to the supply of Goods, the Warranty Period will be 3 months.
- 7.3. The Company's obligation under this warranty is limited to repairing or (as its option) replacing any Goods or parts thereof which are delivered with or develop such defects under normal and proper use
- 7.4. Following notification of any defect the Buyer shall allow the Company all necessary access and other reasonable facilities and all information, particulars and assistance required to enable the Company to ascertain or certify the nature and cause of the defect and to carry out all warranty obligations.
- 7.5. The above warranty shall not apply to any defect caused (in whole or part) by the unauthorised alteration or addition to the Goods or faulty installation, repair or maintenance of the Goods.
- 7.6. When the defective Goods are replaced, the provisions of this Condition shall apply to the replacement goods for the unexpired balance of the original warranty of for one half of the Warranty Period, which shall be the longer.
- 7.7. Except where the Buyer is dealing as a consumer (as defined in the unfair Contract Terms Act 1977, section 12), all other warranties, conditions or terms relating to fitness for purpose merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded.
- 7.8. Nothing in this Condition shall prevent the Company from making a valid reason any changes in the specification of Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
- 7.9. The Company will endeavour to extend to the Buyer the benefit of any guarantee condition or warranty given to the Company by any manufacturer or supplier in respect of Goods PROVIDED that the Company shall not itself be deemed to accept any liability in respect thereof and shall be indemnified by the Buyer against all costs, claims and expenses incurred in connection therewith.

8. PASSING OF PROPERTY

- 8.1. The Goods shall remain the Company's property until the Buyer has paid for them in full, notwithstanding that risk shall pass in accordance with Condition 5.4 above.
- 8.2. Whilst the Goods remain the Company's property, the Buyer shall hold them as bailee and store them separately from any other goods and in such a way that they can be identified as the Company's property, and shall insure them against loss or damage and if there is any loss or damage hold the proceeds of such insurance as trustee for the Company.
- 8.3. The Buyer's right to possession of the Goods shall cease if they are not fully paid for by the date upon which payment is due, or if the Buyer, is declared bankrupt or makes any proposal to its creditors for a composition or other voluntary arrangement, or has a receiver, administrator or liquidator appointed in respect of its business.
- 8.4. On cessation of the Buyer's right to possession of the Goods it shall at its own expense make the Goods available to the Company and all the Company to repossess them, and for the purpose hereby grants to the Company its agents employees and irrevocable licence to enter any premises where the Goods are stored in order to repossess them or inspect them at any time.
- 8.5. Nothing in this condition shall prevent the Buyer from selling or disposing of the Goods in the ordinary course of business.

9. LIABILITY

- 9.1. The Company shall not be liable to the Buyer (whether under the law of contract or tort in any other way whatever) for loss of profit, income, goodwill or other economic loss arising from any claim against the Buyer by any third party, or any consequential or indirect loss, damage or expense of any kind; however caused or arising

10. SPECIFICATIONS AND DESIGNS

- 10.1. Where any specifications or designs have been supplied by the Buyer for manufacture by or to the order of the Company, then the Buyer shall be solely responsible for the accuracy thereof and warrants that the use of those specifications or designs for the manufacture, processing, assembly or supply of Goods shall not infringe of the rights of any third party, and the Company shall not be liable for any defects arising there from, and the Buyer shall indemnify the Company in relation to any such claims.
- 10.2. Specifications or designs submitted by the Company for quotation purposes shall be deemed to be approximations only.
- 10.3. Proprietary or component fittings not manufactured by the Company are detailed in accordance with the most recent information available from their manufacturer, and are subject both to variation by the manufacturer and to any conditions imposed thereby
- 10.4. Nothing herein shall impose any liability on the Company in respect to any defect in the goods arising out of any acts, omissions, negligence or fault of the Buyer, its employees or agents.

11. MISCELLANEOUS

- 11.1. The Buyer agrees to observe any information or advice relating to any health and safety aspects of the Goods which may be given to it by the Company and to indemnify the Company against all claims, costs and expenses arising in respect of the installation or use of Goods in a manner which is not safe and without risk to health
- 11.2. The headings of these Conditions do not affect the interpretation thereof.
- 11.3. Any provision of these Conditions which is or may be void or unenforceable shall be to the extent if such invalidity or unenforceability be deemed severable and shall not affect any other condition.
- 11.4. Neither party shall be liable for any default due to Act of God, war, strike, lock-out, industrial action, delay or cancellation of any supply by any third part, fire, flood, tempest, drought or other event beyond reasonable control of either party.
- 11.5. Any notice to be served on either party by the other, shall be in writing and shall be sent either
- 11.5.1. By prepaid recorded delivery first class post, in which case it shall be deemed to have been received on the second working day after posting or;
- 11.5.2. By electronic mail to the correct electronic mail address of the receiving party, in which case it shall be deemed to have been received on the first working day after transmission or;
- 11.5.3. By facsimile to the correct number of the receiving party in which case it shall be deemed to have been received on the same day as transmission, or the next working day if transmitted on a day other than a working day or after 3.00pm.
- 11.5.4. The proper law of any contract subject to these Conditions shall be the Law of England and Wales to whose non-exclusive jurisdiction the parties submit.