

ACCOUNT APPLICATION

Company Name:	
Invoice Address	Delivery Address
Post Code: Tel: Fax:	Post Code: Tel: Fax
No. of Employees: How Bank Details:	v Long in Business:
Sort Code:Company Reg No: Credit Limit Requested:Annual Business Expected (£):	
1st Trade Reference:	2nd Trade Reference:
Post Code: Tel: Fax:	Post Code: Tel: Fax:
Signed: Position: Name (Print): Date:	30 DAYS FROM DATE OF INVOICE You have read and understood our terms The information given is correct



Hertford Controls Ltd, Unit 14 Ermine Point, Gentlemens Field, Westmill Road, Ware, Hertfordshire, SG12 0EF Tel: 01920 467 578, Fax: 01920 487 037, www.hertfordcontrols.co.uk, Email: info@hertfordcontrols.co.uk

Terms & Conditions

Conditions Of Sale

1. Payment Terms

a) Liability for payment shall arise on delivery of the goods and shall be made within 30 days from date of invoice unless otherwise agreed in writing.

b) The seller shall be entitled to charge interest at bank base rate plus 5% in respect of any sum outstanding after the date on which it becomes due for payment.

c) The seller reserves the right to withdraw credit terms and substitute cash with order or cash on delivery if it considers it appropriate to do so.

d) The seller reserves the right to suspend deliveries and/or cancel any order or part order where payment is not received in accordance with these stated terms.

e) No cash or other discount will be allowed unless specifically agreed in writing between the seller and the purchaser.

f) Prices do not include VAT.

g) If deliveries take place in more than one consignment, each consignment will form a separate contract and will be due for payment in accordance with the stated terms.

2. Carriage

a) Carriage is charged extra.

b) Unless specifically instructed otherwise by the purchaser at the time of ordering, the method of delivery will be at the seller's discretion.

3. Title

The property in the goods delivered by the seller to the purchaser has paid to the seller all monies outstanding to the seller, whether under this contract or otherwise howsoever until such payment has been made in full. The purchaser shall keep the goods as Bailee and Trustee for the seller and shall return such goods to the seller upon request.

Notwithstanding the above, the goods may be used by the purchaser in a normal course of manufacture or may be resold, either on their own or mixed with other products but the seller shall retain title to such goods as it shall supply to the purchaser, and shall assume title to all new composit products which shall be formed by the mixing of goods supplied with other materials in the same manner. And subject to the same conditions as they shall retain title to the goods delivered by the seller to the purchaser until full payment of all monies due by the purchaser to the seller have been met. When effecting sale of the goods as aforementioned, the purchaser will be selling as the principal as far as the sub-purchaser is concerned and as agent for the Company by the purchaser have been paid as aforesaid.

4. Cancellation

If the seller agrees to accept cancellation or part cancellation a charge will be made based on costs and loss of earnings.

5. Returned Goods

No goods may be returned without written consent and the seller accepts no responsibility of liability for goods returned without such consent.

6. Amendment of Order

Orders can only be modified or suspended after prior agreement with the seller. The seller reserves the right to impose an amendment charge where necessary.

7. Loss, Damage or Short Delivery

No liability is accepted for loss, damage or short delivery unless written notification is given as follows:-

- a) Damage or short delivery 3 days from receipt of goods.
- b) Loss or non-delivery within 14 days from date of despatch.

8. In no circumstances shall the seller be liable to the purchaser in damages for any amount in excess of the total value of the goods supplied by the seller to the purchaser, and in this respect each individual component of a delivery shall form a separate contract.

9. This contract shall be governed by the rules of English Law and the English Courts shall have jurisdiction to hear and determine any arising in respect of thereof.

10. The seller will not accept any variation of these conditions unless such variation is set forth in writing and signed on behalf of the seller.