



APPLICATION FOR A CREDIT ACCOUNT

PLEASE COMPLETE IN BLOCK CAPITALS AND RETURN WITH YOUR COMPANY LETTERHEAD TO THE ADDRESS BELOW. FAILURE TO COMPLETE ALL SECTIONS MAY DELAY THE ACCOUNT BEING SET UP.

S/PERSON:	S/GROUP:	Level:	P/C:	I/C:
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Company Name.....

Invoice Address:.....

.....Post Code:.....

Registered Address:
(Home Address if sole Proprietor)

.....Post Code:.....

Co Registration No:.....Date Registered.....

VAT No.Date Commenced Trading.....

Proprietor Name:.....Tel No:.....

Fax No:.....Email:.....

Accounts Contact:.....Tel No:.....

Value of monthly credit required: £.....

Purchasing Contact:.....Tel No:.....

Fax No:.....Email:.....

REFERENCES

Please give the name and address of two of your suppliers who we can approach for references. The level of business that you give to these suppliers should be similar or greater to that expected with Comtec.

Name: 1)..... 2).....

Address.....

.....

Postcode.....

Telephone No.....

Fax No.....

I understand and accept the conditions of sale as shown overleaf. I give my consent to a credit search being made on me/us as owner/partner(s) or director(s) of this organisation both now and at any date. I understand this search will be recorded by the agency and may be disclosed to subsequent enquirers.

NamePosition in company.....

Signed Dated.....

It is your responsibility to ensure that the necessary authorisations and payments are made to your bankers before references can be obtained.

Acc No:	Rcvd:	Init:	C/L:	Opened:
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TERMS & CONDITIONS OF SALE

1. Definitions

"the Company" means Comtec Cable Accessories Limited "the Purchaser" means the person, firm or company to be supplied with the goods by the Company. "Goods" mean the goods, materials and/or other items to be supplied pursuant to the Contract. "the Contract" means the contract for sale and purchase of the Goods made between the Company and the Purchaser to which these Conditions apply.

2. Scope

These conditions apply to all sale of Goods by the Company and shall prevail over any inconsistent terms or conditions or referred to in the Purchaser's order or in correspondence or elsewhere unless specifically agreed to in writing by the Company and any conditions or stipulations to the contrary and hereby excluded or extinguished.

3. Quotation

- 3.1. All quotations by the Company are subject to the conditions set out herein.
- 3.2. A quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or amend the same at any time prior to the Company's acceptance of the Purchaser's order.

4. Prices

All prices are exclusive of VAT, which will be charged at the current rate. The Company reserves the right to alter prices without notification. Any change in quantities, partial release or destination may incur a price adjustment.

5. Delivery

- 5.1. Delivery dates are approximate only and delivery will be arranged as soon as practicable. Orders will remain valid and binding notwithstanding delay in delivery.
- 5.2. Unless otherwise specified delivery shall be "ex-works", so that the Goods shall be deemed to have been delivered and the risk therein to have passed to the Purchaser upon the Company notifying the Purchaser that the Goods are available for collection.
- 5.3. Goods sent by parcel post are deemed to have been delivered and the risk therein to have passed to the Purchaser at the moment of despatch.
- 5.4. Unless otherwise expressly agreed the Company may effect delivery in one or more instalments. Where delivery is effected by instalment each instalment shall be treated as a separate Contract.
- 5.5. If in the case of the Contract or any order involving more than one delivery default is made on payment on the due date the Company shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Purchaser.

6. Carriage

- 6.1. All deliveries are ex-works Over. Carriage will be charged on all invoices except where an offer has been made in writing to specifically exclude carriage charges on orders that the Company considers to be of substantial value.
- 6.2. The Company reserves the right to withdraw or amend the lower limit at which the aforementioned charge for carriage becomes due.
- 6.3. Delivery will be by the transport of the Company's choice. If the Purchaser requests special delivery arrangements, including express service, they will be charged for.

7. Packing

The Company shall charge for cases or special packing material if they are not returned and in good condition within 60 days of the date of delivery.

8. Payment

- 8.1. Subject to Conditions (8.4) below payment of invoices shall, unless otherwise agreed in writing, be made in full without any deduction or set off within **30 days of the date of invoice** of the Goods.
- 8.2. The Company shall have the right to charge on overdue accounts at the rate of 2% per month calculated monthly from the invoice date, until receipt by the Company of the full amount whether or not after judgement.
- 8.3. If in the opinion of the Company the credit-worthiness of the Purchaser shall have deteriorated prior to the delivery the Company may require full or partial payment of the price prior to delivery or the provision of security by the Purchaser in a form acceptable to the Company.
- 8.4. In any case where the Purchaser is resident outside the United Kingdom and unless otherwise agreed the price of goods shall be secured by an irrevocable letter of credit satisfactory to the Company established by the Purchaser in favour of the Company immediately upon receipt of the Company's Acknowledgement of Order and confirmed by a United Kingdom bank acceptable to the Company. The letter of credit shall be for the contract price inclusive of any tax or duty payable by the Purchaser and shall be valid for the period specified by the Company. The Company shall be entitled to payment on presentation to such United Kingdom Bank of the documents specified by the Company or as herein stipulated.

9. Title

- 9.1. The Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Purchaser shall be paid to the Company the agreed price.
- 9.2. Until such payment the Purchaser shall be in possession of the Goods solely as bailee for the Company and in fiduciary capacity and the Purchaser shall store the Goods in such a way as to enable them to be identified as the property of the Company.

10. Repairs and Processing

Goods received for repair or processing remain on the Company's premises entirely at the Purchasers risk and shall be repaired or processed at the Purchasers risk.

11. Liability

- 11.1. The Company shall not be liable for any shortage in the quantity delivered unless a claim in writing shall have been received by the Company from the Purchaser within 7 days of the delivery of the Goods. Where liability for any shortage is acceptable by the Company the Company's only obligation shall be to make good such shortage.
- 11.2. In the event of any defect or failure in the quality, nature or condition of the Goods or failure of the Goods to comply with any specification the Company shall replace or repair free of charge any Goods provided that the defect or failure arises under proper use and solely by reason of faulty material or workmanship and written notice is given to the Company within 12 months of delivery of the Goods after which all liability on the Company's part shall cease.
- 11.3. Subject to the foregoing all conditions, warranties or representations expressed or implied by statute common law or otherwise in relation to the Goods are hereby excluded. Furthermore the Company shall be under no liability to the Purchaser for any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise however arising out of the Contract and whether or not caused by the negligence of the Company, its servants or agents save that the Company shall accept liability for death personal injury caused by the negligence of the Company.

12. Cancellation

The company shall be entitled to full indemnity if the Purchaser cancels an order that the Company has accepted.

13. Licences and Consents

- 13.1. The Contract is conditional upon the obtaining of all licences or consents necessary for its performance (other than for the importation of the Goods by the Purchaser) in which connection the Purchaser shall sign all such forms and documents and render such other assistance to the Company as may be necessary.
- 13.2. The Purchaser shall obtain at its own expense any licence or consent required for the importation of the Goods by the Purchaser and if necessary or so required, shall produce evidence of the same to the Company on demand.

14. Force Majeure

- 14.1. The Company shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of the Goods by the Company being prevented, hindered or delayed by reason of any force majeure circumstances.
- 14.2. In this Condition "force majeure circumstance" shall mean any act of God, riot, strike, lock-out, trade dispute or labour disturbances, accident breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, material or transport, or other circumstances whatsoever outside the control of the Company affecting the provision of the Goods or of raw materials therefore by the Company's usual source of supply or the manufacture of the Goods by the Company's normal means or the delivery of the Goods by the Company's normal route or means of transport.

15. Waiver

The failure on the part of either party to the Contract to exercise or enforce any rights by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

16. Notices

Any notice required to be given hereunder in writing shall be deemed to have been duly given if by pre-paid first class post, telex or telegraph addressed to the party concerned as its principal place of business or last known address.

17. Headings

Headings to any of these Conditions are included to facilitate reference only and shall not affect the construction hereof.

18. Governing Law

The Contract shall be governed by the construed and interpreted in accordance with the laws of England and for the purposes of settlement of any disputes arising out of or in connection with the Contract the parties hereby submit themselves to the jurisdiction of the English Courts.