

3 Bentley Way, Royal Oak Industrial Estate, Daventry, Northants. NN11 8QH
Telephone: 01628 829133 Fax: 01327 878749

Credit Application Please complete all sections in block capitals and return to the above address for the attention of Credit Control **Company Details Expected Monthly Purchases** Full Trading Title: £_____excluding VAT Full Address: **Bank Details** Postcode: Bank Name: Telephone Number: Full Address: Fax Number: Postcode: Preferred Email: Company Registration No.: Sort Code: Date Company formed: A/C Number: V.A.T. Number: Trade References: *Email & Contact required to process If above is not Registered Office please specify below: 1 Full Name: Full Address: Postcode: Postcode: _____ When were your Company Accounts last filed Telephone Number: with the Registrar of Companies? Date: Delivery address if different *Fmail: *Contact Name: 2 Full Name: Postcode: Full Address: If not a limited company please give names and addresses of the principal(s)/partners: Postcode: Telephone Number: *Email: *Contact Name: **Authorisation** I certify that the information supplied is correct and I have read and accept the Doepke UK Ltd. Terms and Conditions of Sale please see over. I have no objections to Doepke UK Ltd. taking the necessary steps to validate the information supplied. Name: Position: Please return one completed copy and retain the second copy for your records. Signature:

Terms and Conditions of Sale

TERMS

Strictly nett. In the event of default in payment by the customer in accordance with agreed terms the Company shall be entitled to suspend all deliveries without notice.

NEW ACCOUNTS

Prospective customers wishing to open accounts should apply on the appropriate application form, acknowledging these Terms and Conditions. Until such time as an account has been opened goods will only be supplied if a remittance accompanies the order for the goods.

PRICES

- (a) Unless otherwise agreed by us in writing, all prices stated are those ruling at the date of quotation or acceptance of the order and will be subject to adjustment to the prices ruling at the date of despatch.
- (b) Prices shown do not include VAT, which will be shown on invoices as a separate charge at the appropriate rate.

MINIMUM INVOICE VALUE

The minimum invoice value is £10.00 excluding VAT and any carriage charges.

DELIVERY/DESPATCH

- (a) A Carriage Charge will normally be applied to most orders to UK mainland destinations by our normal transport arrangements. The sales office may waive the Carriage Charge for orders of high net invoice value. Carriage charges for orders to other destinations will be quoted according to destination, weight and volume.
- (b) Whilst we endeavour to maintain delivery dates, it is a condition that we shall not be liable for damages (direct, consequential or otherwise) for late delivery, nor under any other liability in respect thereto.

CLAIMS

Written notification for claims regarding shortages, non-delivery or damage to goods to be submitted within 5 days from date of delivery, otherwise no liability will be accepted by the Company.

RETURN OF GOODS

The return of goods will only be accepted by prior agreement and must be carriage paid. A handling charge will be payable.

PACK QUANTITIES

We reserve the right to supply in pack quantities as detailed in our price list ruling at date of despatch and therefore round orders to the nearest pack quantity above the quantity ordered.

PACKING

Cartons are not charged and are non-returnable.

PATENTS

- (a) Some products in the catalogue are protected by British patents and Registered Designs. It is not possible in all cases to mark each component. Box labels will however contain any relevant information.
- (b) The Purchaser shall indemnify us against all damages, penalties, costs and expenses to which we have become liable as a result of work done in accordance with Purchaser's specifications or designs which involves or is alleged to involve the infringement of any copyright, letters patent, patent rights or registered design or similar rights.

HEALTH AND SAFETY AT WORK ACT 1974

Statements to Purchasers and Prospective Purchasers

Section 6 of the Act provides that the manufacturers, designers, importers or suppliers of articles for use at work shall have a duty to ensure, so far as is reasonably practicable, that the article will be safe and without risk to health when properly used. An article is not regarded as being "properly used" if it is used without regard to any relevant information or advice relating to its use made available by the manufacturer, designer, importer or supplier.

PRODUCT LIABILITY

- (a) The Purchaser relies on his own skill and judgement as to the suitability of all goods offered and supplied for any particular purpose or for use under any specific conditions.
- (b) In the event of any article supplied proving defective in material or workmanship, within a twelve month period we undertake to replace or repair this free of charge, which shall be the limit of our responsibility. We do not accept liability for any other costs, direct or indirect arising from such defective goods. Defective goods are to be returned to ourselves for investigation purposes if we so request.

RISK AND TITLE

1. The goods shall remain the sole and absolute property of the Company until such times as the buyer shall have paid to the Company the purchase price together with the full price that is outstanding of any other goods the subject of any other Contract between the buyer and the Company. The buyer acknowledges that he is in possession of the goods solely as Bailees for the Company until such time as the full price is paid thereof to the Company together with the full price outstanding of any other goods the subject of any other Contract between the Company and the buyer. The buyer agrees that until such time as he becomes the owner of the goods, he will store them in a manner which makes them readily identifiable as the goods of the Company. The buyer's rights to possession of the goods shall cease if he, not being a Company commits an act of bankruptcy or if he, being a Company does anything or fails to do anything which would entitle the receiver to take possession of any assets or which would enable any person to represent a Petition for Winding up. The Company may for the purposes of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and then re-possess the same.

Subject to the terms hereof the buyer is licensed by the Company to agree to sell on the Company's goods subject to the express condition that such an agreement to sell shall take place as agents and Bailees for the Company whether the buyer sells on his own account or not and that the entire proceeds thereof are held in trust for the Company and shall be at all times identifiable as the Company's monies. If the buyer has not received the proceeds of any such sale he may be called upon to do so by the Company and will within seven days thereof assign to the Company all right relating to payment against the person or persons to whom he has supplied the Company's goods.

2. All invoiced goods remain the property of Doepke UK Limited until payment is received in full.