



BENNETT

ENGINEERING

HORTON, CHIPPING SODBURY, SOUTH GLOUCESTERSHIRE BS37 6QH

Tel 01454 321707, Fax 01454 325861

CREDIT APPLICATION FORM

Please complete this form and email or fax back together with a copy of your Company headed paper. All information given will be treated in the strictest confidence.

Registered Title of Company:.....
(If not a Limited Company please state owners and or partners names:)

Trading As:.....

Full Postal Trading Address:.....

.....
.....

Company Registered Head Office Address:.....
(If different from above).....

.....

Contact Name..... Type of Business.....

Telephone number:..... Fax no:.....

Email Address:..... Vat No:.....

Trade Ref 1..... Trade Ref 2.....

Co Name..... Co Name.....

Address..... Address.....

.....

Tel No..... Tel No.....

Fax No..... Fax No.....

Email Address..... Email Address.....

Please return this form for the attention of

Email Address.....

Thank you for taking time to fill in this form we will process your application as soon as possible and will contact you shortly with your account details

Please see our terms and conditions of trade which are printed on page two, all goods and services are supplied subject to these terms.

TERMS AND CONDITIONS OF SALE

1 TITLE

All goods delivered by us or collected by you remain our property and will not be owned by you until we receive payment in full of all amounts invoiced by us to you, which are outstanding at any time. Until you own the goods we have the right to recover and resell them and may enter your premises for that purpose. In the event of valid resale of the goods the buyers shall hold such portion of the proceeds of sale as is outstanding to the seller in trust for the seller immediately account to the seller thereof.

2 INSPECTION

The buyer shall inspect the goods immediately on delivery and shall within seven days of such delivery give notice in writing to the seller of any matter or things by reason of which he alleges the goods are not in accordance with the contract. If the buyer fails to give such notice the goods shall be deemed to be in accordance with the contract and the buyer shall be deemed to have accepted the goods.

3 CARRIAGE

The seller shall be entitled to make a charge from the sellers work at Horton Chipping Sodbury to the place of delivery and delivery shall be effected by such means of transport as the seller shall choose.

4 PRICE

Prices set out in our confirmation of order can be revised by us if the manufacturers price or other costs increase between such confirmation date and the delivery date. We shall notify you in writing of the increased price before we implement it and unless you cancel the order by written notice within seven days of our notice the price of the goods shall be the increased price.

5 DELIVERY/COLLECTION

We will endeavour to comply with any dates we give for delivery or collection but any such dates are only approximate and shall not be binding on us. The buyer shall nevertheless be bound to accept the goods ordered when available.

6 VARIATIONS IN INSTRUCTIONS

In the event of variation or suspension of work on the instructions of the buyer or lack of instructions the Contract price shall be adjusted to cover any extra expenses incurred by the seller.

7 PAYMENT, INTEREST AND EXCHANGE RATE FLUCTUATION

Unless we agree when you order the goods, payment in full without deduction is due before delivery. If we agree to give you credit terms payment is required within one month from the date of invoice. If we receive payment late we are entitled to charge 2% for each month or part month by which payment is late. All machinery is payable before delivery/collection.

In addition, in the case of goods manufactured abroad if payment is not made by the delivery date or the credit payment date, as the case may be and between the due date and the date of actual payment there has been any deterioration in the rate of exchange the buyer shall in addition to the Contract price pay to the seller as liquidated damages a sum calculated by multiplying the manufacturers price for the goods by the amount of such deterioration in the exchange rate.

8 RISK

Notwithstanding the reservation of title in Clause 1 as from delivery the risk of any loss or deterioration of the goods from whatever cause arising shall be borne by the buyer who shall be responsible to arrange suitable insurance cover and who shall be responsible to pay the full price for such goods notwithstanding such loss damage or deterioration. If the seller shall elect to arrange insurance cover then the buyer shall re-imburse the seller for the cost of any insurance which the seller at its sole discretion may arrange in respect of any of the goods during the whole or any part of the period from the date of the sellers to the buyer until the date of the payment of the full purchase price of all the goods.

9 FORCE MAJEURE

The seller in no event be liable for loss damage or delay caused by any of the following:

- a. Strike or labour disputes
- b. Accidents not caused by the negligence of the seller
- c. War, invasion, riot, civil commotion or act of God
- d. Act of Parliament or rule or order made within the authority of Parliament
- e. Any other circumstances beyond or outside the control of the seller

10 USE AND ABUSE

The goods must only be used by the buyer in accordance with any instruction Handbook, specification or other document supplied at the time the goods are purchased or subsequently. In particular the seller cannot be held responsible if the buyer is in any doubt about the use of the goods, he should refer to the seller before putting the goods to use.

11 WARRANTY AND LIMITATION OF LIABILITY

If within the manufacturer's / supplier's warranty period the buyer notifies the seller in writing of any defects of workmanship or materials in the goods the seller shall, at its option either repair or replace any defective parts or replace the goods but the buyer shall have no right to reject the goods unless they are totally unusable or unrepairable. The foregoing applies only to the purchase of new equipment.

- a. Any guarantee or warranty either express or implied statutory or otherwise, shall be invalidated by the use of the goods for any purpose other than those for which they are recommended by the Manufacturer or for any competition including any ploughing pulling or competition, race or tug of war.
- b. If any personal injury or death is caused by the negligence of the seller, its servants or agents, the seller accepts liability accordingly. Otherwise in the case of goods supplied but not manufactured by the seller the seller shall use all reasonable endeavours, (not extending to any court proceedings) to pass on to the buyer the benefit of any guarantee or warranty given by the supplier to the seller, but the seller has no other liability in respect thereof in particular and in respect of all goods, whether or not they are manufactured by the seller, it shall not be liable for any claim for any indirect or consequential loss including any damage to or loss of goods, crops or profit.
- c. Nothing in these terms and conditions shall operate to exclude or restrict liability for breach of any obligation either (i) from sections 13,14 and 15 of the Sale of Goods Act 1979 or sections 4,9,13,14 and 15 of the Supply of Goods or Services Act 1982 as against the buyer, if he is dealing as a Consumer as defined by Section 12 of the Unfair Contract Terms Act 1977 or (ii) under Part 1 of the Consumer Protection Act 1987 where damage (not including and economic loss) is caused by property other than the goods sold intended for private use or consumption. Otherwise all warranties terms and conditions express or implied whether by law trade custom or otherwise are excluded.
- d. The price at which the seller is prepared to sell the goods is based on the cost of goods, the warranties given and accepted, the risks accepted on either side, the exclusions and restrictions imposed and the costs of insurance accordingly. If the buyer requires the seller to accept any greater liability or effect any additional insurance the buyer must notify the seller as soon as possible and the seller will negotiate a different price for the provision of the goods in the same manner as set out in clause 4 above.

12 INVALIDATION OF WARRANTY

Any replacement parts used other than those specified by the supplier will invalidate any guarantee or warranty in respect of any loss or damage which in the sole opinion of the seller is caused by the use of such parts.

13 LAW

In the event of any dispute arising of the goods it shall be determined in accordance with English law and the parties shall submit to the non-exclusive jurisdiction of the English Courts.

14 INSURANCE

You are responsible for insuring the goods when you take delivery or collect them from us.