

Application for Account for Wiper Supply Services Limited

41 Sedgwick Road, Luton, North Luton Industrial Estate, Beds LU4 9DT

Telephone: 0844 209 2620 Fax: 0844 209 2621 E-Mail: Sales@wipersupply.com

Please complete **ALL SECTIONS**, and return/fax to the above address.

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1. Usual Trading title & address for deliveries:

Ref:

Company:

Address:

Usual Contact:

Usual Tel No:

Usual Fax:

2. Contact Information for Invoices, Statements & Accounts

Company:

Address: (If different from above)

County/Postcode:

Accounts Contact:

Accounts Fax: (If different from above)

Accounts Tel: (If different from above)

Accounts Email Add:

3. Other Company Information:

3.1 Are you a **LIMITED COMPANY**.....YES / NO

3.2 If you are a LIMITED COMPANY, your Co. Reg.No. is.....

3.3 If you are a sole-trader, or partnership, please give the names & addresses of the Owner/Proprietors:

3.4 **Your E-Mail** Address:

Your **Website:** <Web Site>

4.1 Credit Terms Offered:

Our STANDARD CREDIT TERMS will apply to all transactions between Wiper Supply Services Ltd and yourself, where payment is due for all goods supplied by the end of the month following supply of goods.(E30) (Reference (4) of terms & Conditions of Sale). or **Specially Agreed Payment Terms:** None

4.2 Method of Payment:

Please CIRCLE the method you will use to settle your account with us: **BACS / CHEQUE / CREDIT CARD**

5. Declaration:

Representing (Company)

I/We hereby apply for a CREDIT ACCOUNT with Wiper Supply Services Limited.

I/We agree that every contract/order between Wiper Supply Services Ltd and ourselves, will be on the standard terms & conditions of sale for Wiper Supply Services Limited (set out in the attached/following document) to the exclusion of all other terms & conditions.

I/We acknowledge that we have read the Terms & Conditions of Sale for Wiper Supply Services Ltd, and acknowledge the provisions contained therein for the retention of title and limitation of liability.

I/We understand and accept that you may authorise a search on us/the Company through credit reference agencies, which will keep a record of that search and may share that information with other businesses, and may also make enquiries about the directors/partners as applicable.

I/We understand and accept the terms & conditions contained in Clause 9 below relating to the default of the Customer.

Signed:

Capitals:

Position:

Date:

on behalf of: (Company)

1. Parties:

In these conditions of sale, Wiper Supply Services Ltd is referred to as "the Company", and the person/firm or Company purchasing from Wiper Supply Services Ltd is referred to as "the Customer". The delivery service, or contracted hauliers on behalf of the Company is referred to as "The Carriers".

2. Basis & Application:

All purchases by the Customer from the Company are on the basis that full acceptance and agreement of these terms & conditions of Sale by the Customer applies, and that these terms override any other restrictions or terms set by the Customer when orders are placed. These terms & conditions apply to all contracts of sale, whether transmitted to the Company by hand, post, fax, telephone, verbally or e-mail. The Company will be authorized by the acceptance of these Terms & Conditions of Sale to effect a search on the Customer through credit reference agencies, which will keep a record of that search and may share that information with other businesses and may also make enquiries about the directors/partners as applicable.

3. Products & Prices:

All prices & products quoted by the Company, either by letter, price list, verbally, or by a Sales representative/Agent are subject to change or variation without prior notice, although every effort will be made to give notice of any such changes. All product sizes quoted and sold are "approximate only" unless otherwise advised. Where goods are sold "BY WEIGHT", cases are "GROSS WEIGHT" and are sold as such. Sales information leaflets or information provided on the Company's website (www.wipersupply.com) relating to products supplied by the Company are provided as a guide only. All prices are quoted net, except when indicated, and are exclusive of VAT.

4. Terms of Payment:

Subject to condition (9) below, payment is due for all goods supplied by the Company by the end of the month following the supply of goods(E30) unless alternative payment terms are agreed with, and confirmed by, the Company, in writing. In the absence of any other agreement, these will be our standard terms. Extended credit terms are not permitted, and under the Late Payment of Commercial Debts (Interest) Act 1998 the Company reserves the right to charge interest on any overdue sums which will be levied at the rate of up to 2.5% per month, or for any part of a calendar month. These terms may be varied at the discretion of the Directors, and will be indicated on our application form. Customers' cheques that have to be re-presented will be charged to the customer at £5.00 + VAT on each occasion. Customers' Cheques that are refused by their bank will be charged to the Customer at £15.00 +VAT on each occasion. We draw your attention to Condition (9) below regarding payment default by the Customer.

5. Passing of Property & Risk:

Risk in the goods shall pass to the Customer on delivery to the Customer. The goods shall remain the property of the Company while any monies owing to the Company by the Customer under this or any other contract remain unpaid. The Customer is entitled to sell or use the goods in the normal course of his business. Any goods which remain in the Customers' possession and which cannot be identified as supplied under a specific contract shall be deemed to be held on a "first in - first out" basis.

6. Delivery:

All dates/times for despatch or delivery of goods given to the Customer shall be taken as an estimate made by the Company in good faith. Every effort will be made by the Company to comply, but this will not be binding on the Company. The Company will not be liable for any loss/damage sustained by the Customer in consequence of any failure by the Company to despatch/deliver goods within such time, or in consequence of any other delay in such despatch/delivery however caused. Goods will be deemed to have been received & accepted by the Customer in good condition, and complete, with an appropriate Customer's signature confirming receipt. Clauses delivery notes or signatures such as "not checked" or similar will not operate to prevent such acceptance. If a delivery is refused without a valid reason, and needs to be redelivered to the Customer, any additional charges levied by the Carriers for such delivery will become payable by the Customer. Goods may be pre-booked for delivery, but any booking-in charges levied by the Carrier may apply. Please refer to the Company for specific costs (if any) relating to your requirements.

SHORT DELIVERY or DAMAGE TO GOODS delivered to the Customer must be reported to the Company by telephone/fax/writing within 7 days of receipt of such goods, and clearly noted on our carriers own consignment notes (if applicable). Invoices will be received by the Customer within 3 days from the date of despatch of goods. Non-Arrival of such goods must be reported to the Company within 7 days of receipt of such invoice.

7. Guarantees:

The Company will, at its option, repair, refund or credit the Customer with the cost of any goods which have been damaged in transit, or where there is a shortage in the quantity of such goods, provided that the Customer has reported such damage/shortages to the Company within the time limit set out above in clause (6) above. The Company will at its option repair/replace/refund the price of any purchase from the Company which are shown to have become defective within 3 months from the date of despatch of such goods, provided that the Customer has properly notified the Company and that the goods have not been used/destroyed or disposed of before they have been inspected or approved for disposal by the Company.

8. Exclusions of Liability:

8.1) The guarantee in clause (7) is given to the exclusion of all other conditions and warranties express or implied, statutory or otherwise which are hereby excluded, except the statutory warranty of title.

8.2) The goods are sold at a price reflecting their cost and on the basis that the Company does not insure the Customer or his use of the goods.

8.3) The Company's liability arising out of, or in connection with the goods sold and under any contractual terms or conditions representations and in respect of any advice the Company may have made or given to the Customer relating either to the goods themselves, or to their use or to other products and whether in contract or in tort (including negligence) is restricted to the price paid to the Company under this contract.

8.4) The provisions of this sub-clause does not affect the Company's liability for death or personal injury arising out of its negligence.

8.5) The Company does not in any event accept liability for consequential loss including (without limitation) third party claims, loss of profits or loss of business or goodwill.

9. Default of the Customer

In the event of the Customer making default in the punctual payment of any sum due to the Company, or if the Company believes the Customer is, or will become insolvent, the Company shall be entitled to take possession of all of its goods in the possession of, or in the control of the Customer, for which the Customer authorizes/hereby authorizes the Company, or its servants or agents to enter upon any land or premises on which such goods may be situated, and to cancel any contract with the Customer or require payment in advance of delivery. The Company and/or its Debt Recovery Agents shall be entitled to surcharge up to 15% (+VAT) of the overall debt to recover the ACTUAL costs of debt collection. Once debt recovery agents have been instructed to collect any debt, this surcharge is payable by the Customer to the Company, irrespective of when payment is actually made.

10. Right to Amend:

The Company shall be entitled to amend, change or alter the specification of any goods to be supplied to the Customer, according to market conditions and demands. The Company shall also be entitled to alter, amend or change any detail contained in these Terms & Conditions of Sale, at their discretion. Any such changes will be advised to the Customer, in writing at the time of such amendment. The Directors of the Company have the right to waive any/all of these Terms & Conditions of Sale at their discretion. In particular, payment terms may be varied only by written agreement with the Directors.

11. Consumers:

Nothing in these Terms & conditions of Sale shall affect the statutory rights of a Customer, who in relation to the Company, "deals as a Consumer" as defined in section 12 of the Unfair Contract Terms Act 1977, or any amendments or modifications thereof.

12. Construction & Jurisdiction:

These Terms & Conditions of Sale shall be subject to, and construed in accordance with English Law. The English courts shall have exclusive jurisdiction in relation to all disputes arising between the Company and the Customer, arising out of the supply of goods by the Company to the Customer.