

# Industrial Gas Springs

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Web: www.industrialgassprings.com

## CREDIT APPLICATION



Industrial Gas Springs

Fax back to 020 8646 6594 or from abroad to 0044 20 8646 6594

We wish to open an account with Industrial Gas Springs Limited subject to the conditions of sales printed overleaf. We understand your terms, which require payment to be made within 30 days from invoice date, and confirm we will comply with them in all respects.

### COMPANY DETAILS

Company name : .....

Address : .....

Telephone number : .....

Fax number : .....

E-mail address for statements: .....

### REGISTERED OFFICE DETAILS

Address : .....

(If different from above)

Telephone number : .....

Fax number : .....

Company registration no. : .....

### BANK & CREDIT DETAILS

Bank name : .....

Account no. : .....

Bank address : .....

Date account opened : .....

Maximum amount of credit required: £ ..... (GBP)

### TRADE REFERENCE 1

Company name : .....

Address : .....

Fax no. : .....

Length of trading association : .....

### TRADE REFERENCE 2

Company name : .....

Address : .....

Fax no. : .....

Length of trading association : .....

THIS APPLICATION MUST BE SIGNED BY EITHER THE COMPANY SECRETARY OR A DIRECTOR

SIGNED : ..... PLEASE PRINT NAME : .....

POSITION IN COMPANY : ..... DATE : .....

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# INDUSTRIAL GAS SPRINGS LIMITED

## CONDITIONS OF SALE

### 1. GENERAL

In these conditions, "Buyer" means the person Contracting with us and "Contract" means the contract for the sale and purchase of the goods. All orders are accepted subject to these Conditions of Sale to the exclusion of any other terms and conditions of the Buyer and no variation therein will operate unless expressly agreed in writing by us. In the case of part deliveries, each delivery shall be deemed to have been made under a separate contract and each such contract shall be subject to these Conditions of Sale. Any variation of these Conditions of Sale must be in writing signed by a director for and on behalf of Industrial Gas Springs Limited in order to be effective.

### 2. ORDERS

All orders whether based upon our quotation or otherwise shall be subject to our written acceptance. The quantity, quality and description of and any specification for the goods supplied under the Contract shall be those set out in our quotation or the Buyer's order (if accepted by us).

### 3. CANCELLATION

No order which has been accepted by us may be cancelled by the Buyer except with our written consent and on terms that the Buyer shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

### 4. OWNERSHIP

The risk in the goods shall pass to the Buyer on delivery thereof to the Buyer or as he directs. Notwithstanding delivery and the passing of risk in the goods supplied, property shall not pass to the Buyer until full payment has been received in cash or cleared funds (each order considered the whole) or until resale in which case the Buyer shall account to us immediately for the proceeds of sale or otherwise of the goods. Until such time as property in the goods passes to the Buyer, we shall be entitled to enter upon any premises of the Buyer to repossess the goods.

### 5. PRICES

Notwithstanding any quotation, representation or acceptance of an order by us the price payable for the goods shall be the price ruling at the date of despatch. Unless otherwise stated in writing, prices shall not include carriage, freight, package charges, insurance or VAT.

### 6. DELIVERY

We shall use all reasonable endeavours to deliver on the agreed date but we accept no liability for late delivery or any consequential damage arising therefrom. Time for delivery shall not be of the essence. Should we be prevented from delivering on the agreed date for any reason beyond our reasonable control or due to the fault of the Buyer, we shall store the goods until we are reasonably able to deliver them. Without prejudice to any other right or remedy available to us, we shall charge the Buyer for the reasonable costs (including insurance) of storage of the goods.

### 7. WARRANTIES

All goods sold hereunder are warranted to be free from defects in material and workmanship. All other warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. It shall be the responsibility of the Buyer to obtain confirmation that the goods are suitable for the purpose for which they are required. We shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment.

### 8. VARIATION

We reserve the right to make any changes in the representation, design or list price of the goods without notice. In particular, and without limiting the generality of the foregoing, in the event of the suspension of work or inability on our part to deliver in the event of us either acting upon the instructions of the Buyer or the Buyer failing to provide us with instructions the Contract price may be increased to cover any additional expenses thereby incurred by us.

### 9. PAYMENT

Unless otherwise specified, goods shall be paid for not later than 30 days after despatch notwithstanding that delivery may not have taken place and that property in the goods has not passed to the Buyer. Time for payment shall be of the essence. In the event of non-payment on the due date, we shall be entitled to suspend any further deliveries to the Buyer, to cancel the Contract and to charge the Buyer interest (both before and after judgement) on any overdue amount at the rate of 2% per month or part thereof until payment is made in full.

### 10. BUYER'S REMEDIES

In the event of goods failing to conform to the conditions of this Contract, we shall repay, subject to the conditions herein contained, to the Buyer upon return to us of the non-conforming goods the price paid for such goods, together with any transportation charges paid by the Buyer to and from our offices. This remedy is subject to our being given written notice within 30 days after delivery of the non-conforming goods and subject to us having a reasonable opportunity to examine the goods whilst in the hands of the Buyer. In the event of any goods being defective by reason of breach of the express warranty contained hereunder or negligence on our part, the Buyer's remedies shall be limited to the right to have the goods replaced or to be indemnified against the original Contract price.

### 11. INSOLVENCY OF BUYER

If the Buyer enters into a voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation or if the Buyer ceases or threatens to cease to carry on business or we reasonably apprehend that any of the above events is about to occur in relation to the Buyer, we shall be entitled to cancel the Contract and suspend any further deliveries thereunder. If any goods have been delivered but not paid for the price shall become immediately due and payable.

### 12. CLAIMS

In the event of the goods being damaged upon delivery the Buyer shall give notice to us within seven days of delivery. Non-delivery shall be reported within fourteen days of despatch. If the Buyer fails to give notice in accordance with this clause the goods shall be deemed to have been examined by the Buyer and to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and to pay for the same under the terms thereof. Any goods returned to us by means other than our own transport shall be returned at the Buyer's risk and cost.

### 13. GENERAL

The Contract shall be governed by the laws of England and shall be deemed to have been made at our offices. If any provision of these conditions is held to be or rendered by any competent authority void or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby. No waiver by us of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. Any notice required to be given by either party to the other hereunder shall be in writing and addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.