



Account Application Form

Company Name _____

Address: _____

Invoice Address (if different) _____

Contact _____ Tel No. _____

Purchase Ledger Contact _____ Fax No. _____

Legal Status Of Company Please Circle	PLC	PRIVATE LTD	PARTNERSHIP	SOLE TRADER
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VAT Reg No _____ Co registration No. _____

If Partnership/Proprietor/Sole Trader, please give Names and Addresses of Principals, Partners etc

How Long Established _____ Credit Limit applied for _____

Trade Reference 1: _____ Trade Reference 2: _____

Tel/Fax No. _____ Tel/Fax No. _____

A copy of your letterhead should be returned with this application, and should comply with section 29 of the Companies Act 1981, by providing the company's registration number

I accept the standard terms and conditions of sale

Signed: _____ Name: Print _____

Date: _____ Position in Company: _____



Terms & Conditions of Sale

Application

These Conditions shall apply to and form part of all quotations and contracts for the sale of goods by Siadaw Ltd Limited ("the Company"). In these Conditions "the Buyer" means the person, firm or company who has ordered or agreed to purchase goods from the Company

Ordering

Any order submitted to the Company for any goods is an offer to purchase those goods on these Conditions. All terms and Conditions of the Buyer are hereby excluded. Unless expressly stated, no quotation by the Company for the sale of any goods is a legally binding offer. Unless expressly stated, an offer by the Company to sell any goods is open for acceptance until the date which is 30 days from and including the date that offer, and the Company is entitled to withdraw an offer at any time.

Price

The price of any goods shall be the price quoted by the Company. The Company may vary the price of the goods by a reasonable amount attributable to any increase in the cost of materials, labour, transport, duties, taxes, exchange rates or any other costs occurring before the date of delivery. All prices are exclusive of value added tax and any other taxes and duties. Unless otherwise stated, all prices include carriage, packaging, and other delivery costs where delivery is to be made to a United Kingdom mainland address.

Delivery

The Company will use its reasonable endeavours to deliver goods by the agreed delivery dates or if no dates are stated, within a reasonable time. All delivery dates are estimates only and time of delivery is not of the essence. The Buyer shall not be entitled to refuse to accept late delivery. The Company shall not be liable for late delivery or non-delivery of any goods owing to any event or circumstances beyond its reasonable control and delivery of any goods shall be suspended for as long as such event or circumstance lasts. The Company shall be entitled to withhold delivery of any goods where any amounts payable by the Buyer to the Company are overdue on any account whatsoever.

Risk

Risk of loss or damage to goods shall pass to the Buyer when the goods have been delivered to the Buyer or any agent, representative or carrier of the Buyer.

Inspection

The Buyer shall inspect all goods immediately on receipt, and the Company shall not be liable for defects or shortages discoverable on reasonable inspection unless the Buyer notifies the Company within 3 days from and including the date of delivery. Where the Buyer notifies the Company of any defects or shortages, the Company's only liability shall be (at the option of the Company) to repair or replace defective goods, make good any shortages, or credit the Buyer with the invoice value of the goods in question.

Payment Terms

The Buyer shall pay an invoice from the Company within 30 days after the end of the month in which that invoice is issued unless other terms have been agreed in writing by the Company. If the Buyer fails to pay any amount when due, the Company may charge daily interest on that amount at the rate of 6% above the base lending rate of the Royal Bank of Scotland Plc from and including the date when payment should have been made to and including the date when payment is received. The Buyer shall not be entitled to deduct or set off against any invoice any amounts in respect of payments due to it by the Company or any liability of the Company to the Buyer.

Title of Goods

Title to any goods shall remain with the Company until the Company has received payment in full in cash or cleared funds for those goods. Until title to any goods has passed to the Buyer, the Buyer may use or sell goods in the ordinary course of its business, but the Buyer's power of sale shall cease immediately when payment for those goods becomes overdue, or upon notice from the Company terminating the power of sale. Where the Buyer's power of sale ceases the Buyer shall deliver to the Company on any demand any goods in which the Company retains title and the Buyer authorises to enter any premises to remove those goods.

Warranty

If the Buyer finds a material defect in the goods within 3 months after the end of the month in which those goods were delivered the Company will at the Company's sole option, rectify any defect, or supply replacements for those goods, or credit or refund to the Buyer the invoice value of those goods provided that: -
a) the Buyer informs the Company of the defect within 14 days after the date on which the Buyer becomes aware of the defect or ought reasonable to have become aware of the defect;
b) the defect existed on the goods at the time of delivery of the goods or arose from faulty materials or workmanship and the defect was not reasonably discoverable upon inspection at the time of receipt, and the defect did not result from any modification or alteration made to the goods by the Buyer, or from normal deterioration, or from improper or faulty handling, storage or use of the goods by the Buyer.

Liability

The Company's express liability under these Conditions shall be the Company's only liability for breach of any contract for the sale of goods. Unless otherwise agreed by the Company, the Company does not warrant or agree that the goods will be fit for any special or unusual purposes or materials (whether or not the Buyer notified the Company of the same or the Company was expressly, impliedly or constructively aware of the same). Notwithstanding any other provision of these Conditions, the total liability of the Company in respect of breach of any contract for the sale of goods or any representation given in connection with such a contract, whether in contract, tort (including negligence) statute or otherwise shall be limited to the purchase price of the goods. Notwithstanding any other provision of these Conditions, the Company shall not be liable to the Buyer in respect of breach of any contract for the sale of goods or any representation given in connection with such a contract, whether in contract, tort (including negligence) statute or otherwise howsoever, for any of the following losses or liabilities suffered, incurred, or payable by the Buyer; any consequential, indirect or special losses, any loss of use, loss of profit, loss of revenue, or loss of contract, and any liability of the Buyer to any third party.

Rights

All patents, copyrights, design rights and trade marks, rights to apply for any of the foregoing, and all other intellectual property rights, whether the registered or unregistered, in any part of the world, in or developed by the Company in relation to the goods are and shall remain the property of the Company.

Notices

All notices shall be properly given only if in writing and sent by hand, courier, first class post or facsimile to any address of the recipient stated in any quotation, order or acknowledgement of order or to such address as the Buyer and Company may from time to time notify each other its address for serviced of notices. Notices shall be deemed to be received if sent by hand or courier, on delivery, if sent by post, on the second day following the day of posting, and if sent by facsimile, on completion of uninterrupted transmission.

Governing Law

These Conditions and any contract to which these Conditions apply shall be governed by and constructed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.