

RAPID WELDING & INDUSTRIAL SUPPLIES LTD

Unit 2D
Hamilton Road
Portchester Park
Cosham
Hampshire
PO6 4QE

Tel : 023 92 214 214

Fax : 023 92 201 505

email : sales@rapidwelding.co.uk

APPLICATION TO OPEN TRADE ACCOUNT

FULL COMPANY NAME:			
TRADING ADDRESS: (INCLUDING POST CODE)			
REGISTERED OFFICE:			
COMPANY REGISTRATION NO:		WEBSITE:	
TELEPHONE NO:		FAX NO:	
PURCHASE EMAIL ADDRESS:		PURCHASE CONTACT:	
ACCOUNTS EMAIL ADDRESS:		ACCOUNTS CONTACT:	
ACCOUNTS ADDRESS:			
TIME TRADING AS COMPANY:		CREDIT LIMIT REQUIRED:	
IF NOT LIMITED, PLEASE GIVE YOUR FULL NAME & ADDRESS:			
HOME TELEPHONE NO:			
COMPANY BANKERS:		ACCOUNT NO:	
ADDRESS OF BANKERS: (INCLUDING POST CODE)			
NAME & ADDRESS OF ONE TRADE REFERENCE:			
TELEPHONE NO.:		CONTACT:	
WHERE DID YOU HEAR ABOUT US?			

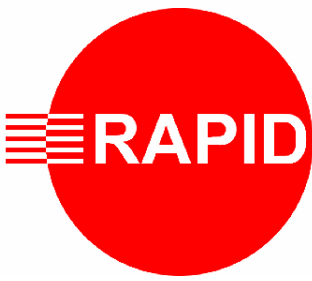
DECLARATION

We have read and agree with the Terms and Conditions applicable to this application for credit facilities with RAPID WELDING & INDUSTRIAL SUPPLIES LTD. (Copies on request).

SIGNED:		POSITION:		DATE:	
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For Rapid internal use only

APPROVED BY		DATE:	
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TERMS & CONDITIONS OF SALE **UK**

1 INTERPRETATION

In these conditions :

“BUYER” means the person who accepts a quotation of the Seller of the sale of the Goods or whose order of the Goods is accepted by the Seller.

“GOODS” means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these conditions.

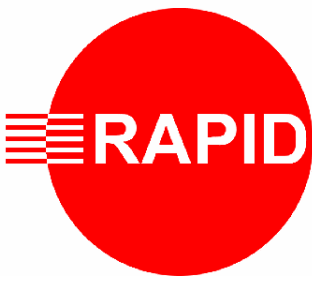
“SELLER” means **RAPID WELDING & INDUSTRIAL SUPPLIES LTD**, Unit 2D Hamilton Road, Portchester Park, Cosham, Portsmouth, Hampshire, PO6 4QE.

2 BASIS OF THE SALE

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 2.2 No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3 ORDERS AND SPECIFICATIONS

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms or any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods with a sufficient time to enable the Seller to perform the contract in accordance with its terms.
- 3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) of the Buyer's order (if accepted by the Seller).
- 3.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 3.5 Goods may be accepted for return at the direction of the Seller provided they are in the condition they were in when they left the Seller's premises. In such circumstances the Seller shall charge a restocking equal to 15% of the priced in accordance with the Seller's policy at the time of such return and may deduct the same from any money to be refunded to the Buyer.



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4 PRICE OF GOODS

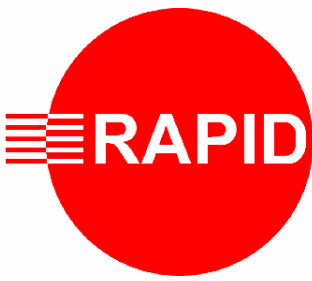
- 4.1 The price of the Goods shall be the Seller's quoted price, or where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of despatch of the goods. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specification for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges of transport, packaging and insurance.
- 4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5 TERMS OF PAYMENT

- 5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 5.2 The Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days within the end of the month in which the Seller's invoice is dated, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be the essence of the Contract. Receipts for payments will be issued only upon request.
- 5.3 If the Buyer fails to make any payment on the due date without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to :
 - 5.3.1 cancel the contract or suspend any further deliveries to the Buyer
 - 5.3.2 appropriate any payment made by the Buyer to such of the Goods (or goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer)
 - 5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 2% per annum above Barclays Bank PLC rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)
 - 5.3.4 cancel or withdraw any discounts given or offered to the Buyer.
 - 5.3.5 remove all trade payment terms reverting the account immediately to 'payment with order only' status; accordingly all invoices will become immediately due for full payment.

6 DELIVERY

- 6.1 Delivery of goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for



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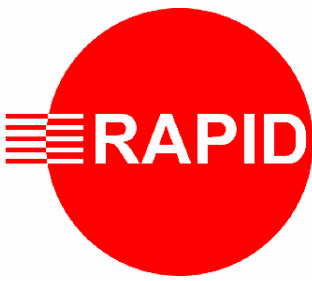
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delivery is agreed by the Seller, by the Seller delivering the Goods to that place at the Buyers cost and risk.

- 6.2 Any dates quoted for the delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Times for delivery shall not of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3 Where the Goods are to be delivered in instalment, each delivery shall constitute a separate contract and failure by the Seller to deliver and one or more instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole repudiated.
- 6.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control of the Buyers fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instruction at the time stated for delivery (otherwise than by reason of any cause beyond the Buyers reasonable control or by reason the Seller's fault) then prejudice to any other right or remedy available to the Seller, the Sell may :
- 6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for excess over the price under the contract or charge the Buyer for any shortfall below the price under contract.

7 RISK AND PROPERTY

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer :
- 7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
- 7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property or the title in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full on the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3 Until such time as the property and title in the Goods passes to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in case of tangible proceeds, properly stored, protected and insured.
- 7.4 Until such time as the property and title in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice or any other right or remedy of the Seller) forthwith become due and payable.
- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller. But if the Buyer does so all moneys owing by the



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Buyer to the Seller shall (without prejudice to any other right of remedy of the Seller) forthwith become due and payable.

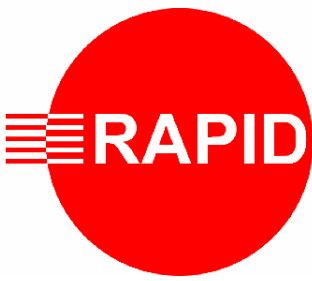
- 7.6 The Buyer agrees to the Seller having right of access to the Goods for identification or immediate removal at the Sellers option.

8 WARRANTIES AND LIABILITY

- 8.1 Subject as expressly provided in these Conditions, the Seller warrants the Goods will comply with the description set out in the catalogue issued by the Seller from time to time. All other conditions, warranties terms and undertakings express of implied statutory or otherwise in respect of the goods are hereby excluded.
- 8.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions and Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
- 8.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the contract.
- 8.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace or repair the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer and this shall be the Seller's entire liability to the Buyer in respect of any such claim.
- 8.5 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to by reason of any representation, or any implied warranty, condition or other term, or any duty or common law. Or under the express terms of the Contract, for any consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these conditions.
- 8.6 The Seller shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or in any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing causes beyond the Seller's reasonable control shall included Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of the government, parliamentary or local authority; import or export regulations or embargoes; strikes; lock-outs or other industrial actions or tread disputes (whether involving employees of the Seller or third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

9 INSOVENCY OF BUYER

- 9.1 This clause applies if:
- 9.1.1 the Buyer makes any 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 (otherwise than for the purposes of amalgamation or reconstruction); or
- 9.1.2 an encumbrance takes possession, or a receiver is appointed, of any property or assets of the Buyer; or



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- 9.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer immediately.

- 9.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

10 GENERAL

- 10.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
- 10.2 No waiver by the Seller 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.
- 10.3 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole in part the validity of the other provisions of these conditions and the remainder or the provision in question shall not be affected thereby.

The contract shall be governed by the Laws of England