

FLEXIBLES (UK) LTD

CUSTOMER ACCOUNT APPLICATION FORM

ADT FLEXIBLES UK LTD

Cockersdale Works, Whitehall Road, Drighlington, BD11 1NQ Telephone: 0113 285 3009 Fax: 0113 285 3709

PLEASE COMPLETE IN BLOCK CAPITALS

FULL TITLE & BUSINESS ADDRESS

STATEMENT ADDRESS

TELEPHONE No. _____

TELEPHONE No. _____

FAX No. _____

FAX No. _____

CONTACT _____

CONTACT _____

Co. Reg. No. (or Proprietor) _____

VAT Reg No _____

BANK DETAILS

BANK NAME _____

ADDRESS _____

ACCOUNT No. _____ SORT CODE _____

TRADE REFERENCE 1

TRADE REFERENCE 2

TELEPHONE No. _____

TELEPHONE No. _____

FAX No. _____

FAX No. _____

COMPLETION OF THIS FORM SIGNIFIES ACCEPTANCE OF OUR CONDITIONS OF SALE WHICH WE ASK YOU TO COPY AND RETURN THE SIGNED ORIGINAL TO OURSELVES ALONG WITH THIS APPLICATION FORM.

CREDIT ACCOUNTS WILL NOT BE OPENED UNTIL BOTH DOCUMENTS HAVE BEEN RETURNED.

SIGNATURE _____

DATE _____

POSITION _____

Head Office and Leeds Service Centre – ADT Flexibles (UK) Ltd
Cockersdale Works, Whitehall Road,
Drighlington, Bradford BD11 1NQ
Telephone: 0113 285 3009 Fax: 0113 285 3709
Email: office@adtflex.co.uk

Grimsby Service Centre – ADT Flexibles (UK) Ltd
Unit 4, The Drawing Court, Grimsby DN31 2TN
Telephone: 01472 357 769 Fax: 01472 358 134
Email: office@adtflex.co.uk

To open your account – tear out and post back to us

FLEXIBLES (UK) LTD

TERM & CONDITIONS OF SALE

1. Definitions

- (a) 'Customer' means the person, firm, organisation or Limited Company making an order on the Company.
- (b) 'The Company' means ADT Flexibles (UK) Ltd
- (c) 'Products' means products of the Company, the subject of such an order.

2. Basis of Contract

All orders & contracts for products are subject to these Conditions of Sale and any variation of these Conditions in any document of the Customer is not binding upon the Company unless accepted specifically in writing by the Company. In the event of conflicting conditions these Conditions of Sale will prevail over any other conditions.

3. Prices

Unless otherwise agreed in writing, prices quoted are valid for orders placed, which require or result in an accepted delivery within three months of the date of quotation.

4. Ownership of the Products

- (a) Ownership of the products shall not pass from the Company to the Customer until the Customer has paid the invoiced value of the products in full to the Company.
- (b) From the time of receipt of the products until the time payment is received by the Company, the risk in the products remains with the Customer who shall insure the products to their full value against all normal and unusual risks and perils and who shall also store and maintain the products so that no damage or loss is caused to the products.

5. Delivery

Delivery dates quoted are based on conditions existing at the time and are not guaranteed. Any stipulated time for delivery shall date from the receipt of a written order to proceed. If at any time ADT Flexibles (UK) Ltd shall be prevented from making or delivering the goods by reason of strikes, lockouts, war, fire, accident, shortage of material or fuel or any other cause whatsoever beyond our control, the time for delivery shall be extended until such cause shall have ceased to operate. The Company will not be liable for any costs incurred when we have no control over these circumstances.

The seller may deliver by instalments in such quantities as it may reasonably decide: such instalments shall not be separate obligations and no breach in respect of one or more them shall entitle the Buyer to cancel any subsequent instalments or repudiate this contract as a whole.

6. Damage in Transit

All goods should be unpacked upon receipt and all damage notified to the Carriers and ADT Flexibles (UK) Ltd within 10 days of the receipt of goods. If the Company is not informed within this period that goods are damaged or otherwise rejected, the goods will be considered to be in accordance with the order and the Customer shall be bound to pay for the goods.

7. Liability

- (a) The Company shall be under no liability for breakage or resultant defects occurring after delivery.
- (b) If any goods show defects arising solely from faulty materials and/or workmanship, the Company's liability shall be limited to crediting or replacing such goods, but no liability shall arise unless notification of such defects is received within 30 days from receipt of the goods and the alleged defective goods are returned to us.
- (c) All liability for consequential or indirect loss or damage howsoever arising is hereby expressly excluded.

8. Terms of Payment

Unless otherwise stated in writing by the Company, full payment by the Customer shall be made within 30 days from the end of the month in which the Company sends the invoice. The minimum invoice value is £10.00 plus VAT. If any account is overdue, the Company shall be entitled without prejudice to any other rights to damages or other remedy and to withhold further deliveries until payment of such account is made.

9. Law Applicable

These conditions shall be subject to and construed in accordance with English Law and the Customer shall submit to the jurisdiction of the Courts of England and Wales.

SIGNATURE _____

DATE _____