



BETA VALVE SYSTEMS LTD
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CN

APPLICATION TO OPEN A CREDIT ACCOUNT

COMPANY NAME:

COMPANY REGISTRATION NUMBER:

ADDRESS : (If Delivery Address differs please state)

POSTCODE:

TELEPHONE NUMBER:

FAX NUMBER:

E MAIL:

CONTACT NAME IN THE EVENT OF ACCOUNT QUERIES:

NAMES OF DIRECTORS:

I/ WE HEREBY STATE BELOW THE NAMES & ADDRESSES OF REFEREES TO WHOM THE CUSTOMARY TRADE ENQUIRIES MAY BE MADE.

BANKERS

NAME:

ADDRESS:

ACCOUNT NUMBER:

SORT CODE:

TRADE REFERENCES

1. COMPANY NAME:
ADDRESS:

TELEPHONE No:

2. COMPANY NAME:
ADDRESS:

TELEPHONE No:

I/ WE HAVE READ AND AGREED TO BE BOUND BY YOUR TERMS AND CONDITIONS OF SALE, IN PARTICULAR I/ WE AGREE TO SETTLE OUR ACCOUNT IN ACCORDANCE WITH OUR NORMAL PAYMENT TERMS OF 30 DAYS AFTER THE END OF THE MONTH OF INVOICING.

SIGNATURE:

POSITION IN COMPANY:
(Partner, Director, Authorised Signatory)

DATE:

BETA VALVE SYSTEMS LTD CONDITIONS OF SALE

1. **GENERAL:** The acceptance of this acknowledgement includes the acceptance of the following terms and conditions. In the event of customer's official forms containing special printed conditions, it is understood that such conditions are only binding in so far as they are not at variance with our terms and conditions.
2. **LIMITS OF CONTRACT:** The acceptance includes only such goods, accessories and work as are specified herein.
3. **DRAWINGS AND SPECIFICATIONS:** All drawings and specifications, dimensions and weights provided by us are approximate unless otherwise stated.
4. **PERFORMANCE:** Any performance figures given by us are based upon our experience and are as such as we expect to obtain on test. You assume responsibility for the capacity and performance of the goods being suitable and sufficient for your purpose.
5. **DESPATCH:** Any times quoted for despatch are to date from receipt by us of a written order to proceed and of all necessary information to enable us to put the work in hand. Times of despatch are submitted without liability for delay however occasioned, but every effort will be made to maintain them.
6. **DAMAGE OR LOSS IN TRANSIT:** No claim for loss in transit will be entertained unless we are advised within 10 days from date of Advice Note.
7. **CANCELLATION:** Orders cannot be cancelled except with our consent and on terms which will indemnify us against all loss., Where goods are imported specifically to an order and have been despatched from the country of origin the cancellation charge will include the full purchase cost of the equipment to us, plus freight, duty and any other charges appertaining.
8. **GUARANTEE:** All apparatus is carefully examined and tested before leaving the Works and is sent out in perfect order and condition. Our liability is limited to making good any defects developing in the goods under proper use and working in conditions stated in our quotation and arising solely from faulty design, materials or workmanship within a period of twelve calendar months after the goods have been despatched and provided that such goods are promptly returned, carriage paid to our Works. In the case of goods not of our manufacture you are entitled only to such benefits as we may as we may receive under any guarantee given to us in respect thereof.
9. **PATENTS:** We will indemnify you against any claim of infringement of Letters or Registered Design (published at the date of the Contract/Order) by the use or sale of any article or material supplied to you and against all costs and damages which you may incur in any action for such infringement for which you may become liable in any such action. PROVIDED always that this indemnity shall not apply to any infringement which is due to our having followed a design or instructions furnished or given by you or to use such article or material in a manner or for a purpose or in a foreign country not specified or disclosed to us AND provided also that this indemnity is conditional on your giving to us the earliest possible notice in writing of any claim being made or action threatened or brought against you and on your permitting us at your own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. You on your part warrant that any design or instruction furnished or given by you will not be such as will cause us to infringe any Letters Patent, Registered Design or Trade Mark in the execution of your order.
10. **LEGAL CONSTRUCTION:** The contract shall in all respects be construed and operated as an English contract and in conformity with English Law.
11. **PRICES:** All price lists, quotations and estimates are subject to alteration without notice, and goods will be invoiced at prices ruling on date of despatch. Carriage and packing will be charged extra on all orders.
12. **DISCOUNTS:** Any discount shown is only available provided that payment is made and received by the end of the following month after date of invoice.
13. **SPECIAL CONTACT PRICES:** When special contract prices are agreed, we reserve the right to add 5% per month to the invoice price of any batch which is held on your instructions, or if payment is not made within the agreed period shown on the quotation.
14. All good supplied by the seller to the buyer remain the property of the seller until the goods and services required to supply the goods have been paid in full. The goods are at the sole risk of the buyer and in the event of the same being destroyed, damaged or lost, after delivery, the seller will be entitled to payment in full for same.
15. In the case of default the buyer or his agent will allow the seller or his agent to enter the premises where the goods are kept and remove same. The buyer will be responsible to the seller for all costs incurred in reclaiming the goods that were in the possession of the buyer.
16. **MINIMUM ORDER CHARGE:** £10.00 after discount (excluding post and packing) + VAT. Orders for less than £10.00 will be charged as £10.00. VAT will be added at the relevant rate.

TERMS OF PAYMENT

1. **MONIES OUTSTANDING BEYOND OUR NORMAL CREDIT TERMS:** Any account outstanding beyond our credit terms of reference will be passed to our appointed Debt Collectors and will be subject to a surcharge of 9.5% plus VAT or £70.00 plus VAT whichever is the greater sum to cover the costs incurred; such accounts will also be subject to any other costs incurred in obtaining settlement.
2. **INTEREST ON OUTSTANDING ACCOUNTS:** In accordance with The Late Payment of Commercial Debts (interest) Act 1998, interest will be charged on overdue debts at a rate of 8% above the Bank of England base rate at the date of our invoice.
3. **RETENTION OF TITLE:** All goods and service/repair parts will remain the property of the Company until the price has been paid in full and the customer shall remain a bailee only until payment is made.
4. **COMPLAINTS:** Any complaint by the customer relating to the invoice must be notified by the Customer to the Company in writing within 14 DAYS of the date of the invoice.