

Business Name

Contact Name (Accounts)

Contact Name (Purchasing)

Phone Number

Email

Fax Number

Website

Registered Address

Date Established

Registered Number

VAT Number

Nature Of Business

Limited Company Sole Trader Partnership

Name & Private Addresses of Partners. (if not a limited company)

Name

Name

Address

Address

Name & Address of TWO companies currently supplying you:

Business Name

Business Name

Address

Address

Phone

Phone

Fax

Fax

Estimated Annual Purchases from us

Credit Limit Requested

Bank Account Name

Bank Name

Sort Code

Branch Address

Account Number

Signature(s)

Printed Name

Date

Position Held

For office use only

Issued By

Passed By

Credit Limit

D/Cat

1. IN THESE CONDITIONS:

“**the Company**” means Alfred J Hurst Ltd and its subsidiary Companies.

“**goods and equipment**” means the goods and/or equipment to which this document relates.

“**purchaser**” means the customer purchasing the said goods and equipment.

These Conditions contain the entire bargain between the Company and the Purchaser and in the case of any inconsistency these conditions shall prevail.

These Conditions shall apply except as may be expressly agreed by the Company in writing. Any concession or waiver made by the Company, at any time, shall not prejudice the exercise of its rights hereunder.

Nothing contained in these Conditions shall impart any obligation on the part of the Company to sell other goods and equipment to the Purchaser.

2. PASSING OF RISK AND TITLE:

(a) The risk of all goods and equipment shall pass to the Purchaser upon collection or delivery of the same in accordance with the terms hereof to the Purchaser or its Agents or other person to whom the Purchaser has authorised delivery of the same and the Company shall have no responsibility in respect of the said goods and equipment thereafter and accordingly the Purchaser should insure the same thereafter against such risks as it considers appropriate.

(b) Notwithstanding the foregoing, the ownership of the said goods and equipment shall remain with the Company and Company reserves the right to dispose of said goods and equipment until payment in full of all debts owed by the Purchaser to the Company on goods or any other account whatsoever has been discharged in full or until such time as the Purchaser sells the said goods and equipment to its customers by way of bona fide sale at full market value in the normal course of business. If such payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or resell the said goods and equipment or any of them and may enter upon the Purchaser's premises at all reasonable hours by its servants or agents for that purpose. If any of the said goods and equipment are incorporated in or used as material for other goods before such payment the property in the whole of such other goods and equipment shall be and remain with the Company until such payment has been made or such other goods and equipment have been sold as aforesaid and all the Company's rights hereunder in the said goods and equipment shall extend to such other goods and equipment.

(c) Examination of the goods and equipment has been made by or on behalf of the Purchaser prior to the placing of an order and no warranty condition description or representation on the part of the Company is given or implied by these Conditions nor is any warranty condition description or representation to be taken or have been given or implied from anything said or written in the negotiations between the parties or their representatives prior to the placing of any order for goods and equipment and any statutory or other warranty condition or description expressed or implied as to the state, quality, or fitness of the goods and equipment is hereby expressly excluded.

Prices :-

All goods and equipment supplied are subject to the Company's prices ruling at the date of despatch to the Purchaser, unless otherwise agreed in writing by the parties at the date of Order/Acceptance. Where applicable value added tax will be applied in accordance with United Kingdom legislation in force at the tax point date.

Unless otherwise specifically agreed in writing by the parties all prices exclude carriage insurance and packing charges which will be charged to the Purchaser.

3. PATENT ETC. INFRINGEMENT :

The Purchaser shall be solely responsible for the consequences of any patent trade mark, design or copyright infringement of a third party's legal rights resulting from the Purchaser's specification or use of any of the said goods and equipment and the Purchaser shall fully indemnify the Company in respect of all costs, charges and expensed incurred by the Company as a result of any infringement or alleged infringement.

4. DELIVERY:

a) Any agreed delivery date specified in the Order/Acceptance is a genuine forecast in the light of current conditions, but is given entirely without legal commitment and in the event of the Company being unable to meet such delivery date the Company accepts no liability for any loss or damage arising directly or indirectly howsoever.

b) Unless otherwise specifically agreed in writing between the parties the Company may effect delivery of the goods and equipment by whatever means the Company considers most appropriate and provided that from the time of dispatch from the Company's premises the risk of any loss or damage to the goods and equipment from whatever cause arising shall be borne by the Purchaser.

If for any reason the Purchaser is unable to accept delivery of the goods and equipment at the time when the same are due and ready for delivery the Company may, if storage facilities permit, store the goods and equipment until their actual delivery and the Purchaser shall be liable to the Company for the reasonable cost (including insurance) of the Company so doing.

Unless other wise specifically agreed in writing by the Company, under no circumstances can cancellation of any order be accepted. In the event of any goods and equipment being returned as a result of such cancellation, the Company reserves the right to charge all carriage insurance and packaging to the Purchaser and the Company's certificate as to the quantity of returned goods and equipment received by the Company shall be final and binding.

5. CLAIM FOR GOODS AND EQUIPMENT:

No claim will be considered in respect of either loss or damage in transit of goods and equipment or in respect of any alleged defect in goods and equipment unless such claim is notified in writing to the Company within seven days of receipt of Invoice or receipt of the goods (whichever period shall be lesser) and provided that such goods and equipment are placed aside for inspection by the Company and its authorised representatives.

No liability in respect of goods and equipment undelivered lost, pilfered or damaged in transit will be accepted whatsoever by the Company where the ownership of the goods and equipment has passed to the purchaser before the occurrence or where the carrier has been given a clear receipt for the goods and equipment.

6. TERMS OF PAYMENT:

Payment of the price (which is strictly net) shall be made within 30 days from the date of Invoice and:

- a)** The Company shall be entitled to charge interest at 2% per month on all overdue payments.
- b)** The Company shall be entitled to suspend or cancel any further deliveries under this or any other Order/Acceptance between the parties hereto:
 - (i)** If any payment is overdue or
 - (ii)** If the Purchase shall have failed to take delivery of the goods and equipment or
 - (iii)** If and to the extent that the value of the goods and equipment delivered but not paid for, exceeds or if delivered would exceed the Purchaser's credit limit with the Company whether or not advised to the Purchaser and whether or not payment is overdue.
- c)** For the purpose of this condition, time of payment shall be of the essence of the Contract between the parties hereto.
- d)** The Purchaser shall not be entitled, for any reason whatsoever, to withhold or set off payment for goods and equipment delivered.

7. BREACH:

If the Purchaser:

- a) Makes default in or commits any breach of the obligations to the Company hereunder or
- b) Is involved in any legal proceedings in which its solvency is involved or
- c) Being a Company commences liquidation or
- d) Ceases or threatens to cease to trade, or if serious doubts arise to the Purchaser's solvency or ability to continue trading.

Then in any such cases the Company shall immediately become entitled (without prejudice to its other claims and rights under this Contract) to suspend further performance of this Contract for such time as it shall be in its absolute discretion think fit (whether or not such notice of such suspension shall have been given) and to treat the Contract as wrongfully repudiated by the Purchaser and forthwith to terminate the Contract. The Company shall notify the Purchaser of the exercise of its opinion to suspend or terminate this Contract within a reasonable time of the Company becoming aware of the act or default on the Purchaser's part giving rise to the Company's rights under this Condition.

8. JURISDICTION AND ARBITRATION:

These conditions shall be interpreted exclusively and according to the law of Northern Ireland and the purchaser hereby accepts the jurisdiction of such Courts and the Company may nominate for the purpose of any action arising out of this Contract.

Any dispute under these Conditions may at the election of the Company be referred to an Arbitrator to be appointed by the parties or in default of agreement by the President of the Incorporated Law Society of Northern Ireland for the time being and the decision of such Arbitrator or Arbitrators so appointed shall be binding on both parties and this provision shall be a submission to arbitration within the Arbitration Act (NI) 1937 or any statutory modification thereof for the time being in force.