

High Speed Lasers Ltd



Block F, Bays 1+2, Mill Race Lane,
Stourbridge, West Midlands,
DY8 1JN
T: 01384 444500
F: 01384 440795
E: sales@highspeedlasers.co.uk

Application for Credit Account

Please ensure this form is completed in full and 2nd page of the form signed.

Please return this form with your company letterhead paper attached.

Your Company Details

| | |
|--|--|
| Business Full Legal Title: | |
| Business Name: | |
| Invoice Address: | |
| Delivery Address: (if different from above) | |
| Company Registration Number: | |
| VAT Registration Number: | |
| Telephone Number: | |
| Fax Number: | |

Contacts at your company

| | |
|---------------------|--|
| Accounts Contact: | |
| Accounts Telephone: | |
| Accounts Email: | |
| Purchasing Contact: | |
| Purchasing Email: | |

Trade References

I/We authorise you to take up references at any time from the under mentioned bank and trade sources.

| | |
|------------------|--|
| 1. Trading Name: | |
| Trading Address: | |
| Telephone: | |
| Fax: | |

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| | |
|------------------|--|
| 2. Trading Name: | |
| Trading Address: | |
| Telephone: | |
| Fax: | |

Bank Details

| | |
|------------------------|--|
| Bank Name and Address: | |
| Bank Sort Code: | |
| Bank Account Number: | |

Terms and Conditions of Sale

Unless otherwise agreed by us in writing, these Conditions of Sale apply to all sales entered into by us, and these Conditions shall override and supersede any Conditions of Purchase stipulated by the buyer, unless and to the extent that any such Conditions of the Buyer have been specifically agreed in writing by us.

Prices are those ruling at the date of dispatch.

In no case shall the property of any goods pass to the buyer until the goods have been paid for in full to us. In the event of non-payment of the purchase price in accordance with these conditions, we shall be entitled (without prejudice to any other rights or remedies) to repossess the goods at any time after non-payment. The risk of loss, destruction or damage to any goods shall pass to the buyer upon delivery, and the buyer shall hold us fully indemnified in respect thereof. Any collection costs of debt shall be paid by the buyer.

Claims for damage, shortage or non-delivery will not be entertained unless the company are advised in writing within three days of Date of Dispatch shown on Delivery note or Invoice.

Payment of Accounts is due no later than the last day of the month.

Payment terms are 30 days from end of month invoice.

I/We have read, understood and agreed to the Terms and Conditions of Sale as above.

I/We have read, understood and signed to the Company Full Terms and Conditions as below.

I/We also agree to comply with your settlement terms (specified within your conditions of sale)

I attach a sample of my/our headed paper with this form.

Company: _____

Name: _____

Position: _____

Signature: _____

Date: _____

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Terms and Conditions.

1. DEFINITIONS

In these Conditions:

"The Company" means High Speed Lasers Ltd.

"The Customer" means the company, firm or person who agrees to buy [and/or hire] the Goods from the Company.

"The Goods" means the goods which the Company is to supply in accordance with these Conditions. Any reference to "the Goods" shall, where appropriate, include a reference to part of them.

"The Price" shall mean the purchase price as stated in the Company's quotation.

"The Delivery Point" means the location for delivery of the Goods specified in the Company's quotation or order confirmation.

2. FORMATION OF THE CONTRACT

2.1 These Conditions of Sale form the whole agreement between the Company and the Customer and no other express terms, written or oral, shall be incorporated into the contract. These conditions cannot be varied without the prior written agreement of the Company stating the variation and referring expressly to the condition which is to be varied.

2.2 These Conditions of Sale override any other terms which the Customer may subsequently seek to impose.

2.3 Any statement by an employee or representative (other than a director) of the Company to:-

2.3.1 vary any of these terms or introduce any other terms, written or oral, into the contract;

2.3.2 give any advice, make any representation, agree any condition precedent or enter into any collateral contract;

2.3.3 give any guarantee of delivery dates or times except in the case of Special Deliveries (Please see Special Delivery 6.3.1); shall not be binding on the Company unless confirmed by the Company in writing and signed by a director.

2.4 The Customer's order constitutes an offer by the Customer to purchase the Goods from the Company on these Conditions and the contract between the Company and Customer is made by the Company's acceptance of the Customer's offer.

3. PRICES

3.1 Any quotation given by the Company is valid for 30 days only unless otherwise stated therein.

3.2 Unless otherwise stated in the Company's quotation, the price of the Goods does not include:-

(a) Packaging and delivery, which shall be charged in addition at the Company's prevailing rates at the time of acceptance of order.

(b) The provision of a test certificate (if required).

3.3 The price of the Goods is exclusive of VAT, or any other customs duty or sales tax which may be added as required by rules or regulations currently in force, which shall be paid in addition at the rate prevailing on the date of the VAT invoice.

3.4 The Company reserves the right to make an additional charge in respect of preparation of working drawings or designs which are necessary for processing the Customer's order or are requested by the Customer including, but not limited to, drawings for use by the Customer in connection with other associated building work or trades.

3.5 Where at any time before delivery of the Goods:

3.5.1 there is an increase in the cost of raw materials, transport, components or labour;

3.5.2 there are any currency fluctuations increasing the cost of raw materials or components;

3.5.3 there are increases in alloy surcharges;

the Company may adjust the price accordingly subject to giving to the Customer notice of increase and the right to cancel the order without liability if the increase is in excess of ten per cent of the price.

4. MATERIALS

4.1 All orders are accepted by the Company subject to materials and components being available to the Company from its suppliers and by accepting an order the Company does not give a warranty as to availability.

4.2 The Company reserves the right to vary the agreed specification of materials used if, in its opinion, the finished product will be of an equivalent or higher standard.

5. PAYMENT

5.1 Except in the case of customers with a pre-agreed credit facility, the Goods shall be paid for in full prior to delivery and/or commencement of work by the Company, or on collection, as may be agreed by the Company."

5.2 The Company may, in its sole discretion, agree with a Customer a credit facility, in which event:-

5.2.1 The Company will manufacture and supply Goods of an invoice value up to the limit of the agreed credit.

5.2.2 The Company will invoice the Customer upon delivery of the Goods and the invoice will be payable by the end of the month following the month in which delivery is made unless a contrary arrangement is agreed in writing by the Company.

5.3 If the Customer fails to pay for the Goods by the due date the Company may:-

5.3.1 Charge interest on overdue invoices at the rate of 2% per month calculated on a daily basis from the due date.

5.3.2 Withhold manufacture or supply of any goods due to the Customer.

5.3.3 Appropriate any payment made by the Customer to such of the Goods (including goods supplied under any other contract with the Customer) as the Company may in its sole discretion think fit.

5.3.4 Require immediate payment in respect of all other goods delivered to the Customer notwithstanding any other payment terms that may have previously applied.

5.3.5 Terminate any or all contracts between the Company and the Customer.

5.4 The Customer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set off or counterclaim for any reason whatever.

5.5 In addition to any right of lien to which the Company may by law be entitled the Company shall be entitled to a general lien on all goods of the Customer in the Company's possession (even if such goods or some of them may have been paid for) for the unpaid price of the Goods.

5.6 The Company shall have the right of set off for amounts owed to the Customer against amounts owed by the Customer.

5.7 In the event of a third party being used to collect overdue debt the Company shall have the right to pass on any associated costs to the Customer.

5.8 The goods remain the property of the Company until they are paid for in full.

5.9 Prodoors formal terms of business call for payment within 30 days of the end of the month of invoice.

The standard payment terms can only be changed with the written consent of a Director, offering up to 60 days maximum.

Extended credit terms beyond 60 days allowed will not be permitted under any circumstances

6. DELIVERY

6.1 Delivery shall be deemed to take place at the moment of discharge from the delivery vehicle at the Delivery Point or, in the event that the Customer collects and/or transports the Goods from the Company, the moment of loading onto the Customer's or Customer's contractor's vehicle or handing to the Customer.

6.2 The Company may deliver by separate instalments, each of which may at the Company's option be invoiced and paid for as a separate contract.

6.3 Except in the case of Special Deliveries, statements as to the time(s) and date(s) for delivery of the Goods shall be treated as estimates only. Time shall not be of the essence of the contract nor may be made so. The Company does not guarantee to meet any quoted delivery dates and the Customer shall not be entitled to refuse delivery or to compensation because of any delay.

6.3.1 Special Deliveries

This service guarantees delivery to a prearranged specification and price.

In the event of the Special Delivery service failing to meet the agreed specification, except where any such non-delivery or late delivery resulted from an event beyond the reasonable control of The Company or its delivery

service provider. then if the customer can prove late delivery, The Company will credit an amount up to but not more than twice the Special Delivery Charge excluding normal delivery charges.

6.4 The Company will refuse to deliver any Goods over roads or other ground which the Company considers unsuitable and any resultant abortive costs incurred will be paid by the Customer to the Company.

6.5 It is the Customer's responsibility to offload the Goods at the Delivery Point in a safe manner and to provide, free of charge, adequate labour and equipment for this purpose.

6.6 If the Customer refuses to accept delivery of the Goods or fails to give the Company adequate delivery instructions, then the Company may:-

6.6.1 Store the Goods until actual delivery to the Customer or until the Goods are disposed of under Clause 6.6.2. The Customer shall be liable to pay a charge for handling, transportation, storage and insurance of the Goods under this clause.

6.6.2 Sell the Goods at the best price readily obtainable. The Customer shall be liable to pay the costs of the sale. Further, if the Goods are sold for less than the price payable by the Customer, the Customer shall be liable to pay to the Company the difference in price. This does not affect any other right or remedy the Company may have.

6.7 A delivery note which is signed by and on behalf of the Customer shall be conclusive proof of delivery of the Goods described in the delivery note.

6.8 Returns.(Material or goods not required)

Products must be returned to The Company in their original condition and in their original packaging

The Customer must notify The Company in writing within 7 days of delivery (as per the despatch note) of the requirement to return goods stating the relevant despatch note number. In the case

of goods delivered on The Company's transport these will then be collected by The Company's transport and a handling charge applied.

In the case of deliveries made by an authorised agent of The Company, products must be returned within 7 days of delivery (as stated on the delivery documentation) quoting the relevant despatch note number in order for a refund to be effected Documentation should be retained and not handed to The Company's local representative.

The Company reserves the right to levy a handling charge. Products accepted for return will be credited at invoice value and the appropriate handling charge (if any) applied. Products to be returned should be adequately packed and despatched to an agreed location.

7. PROPERTY AND RISK

7.1 Ownership of the Goods remains with the Company and will not pass to the Customer until the earlier of the following events:-

- (a) the Company is paid for all the Goods and no other amounts are owed by the Customer to the Company in respect of other goods supplied by the Company, or
- (b) the Goods are permanently incorporated in other goods, or

(c) the Goods are subjected to a manufacturing or construction process (which shall exclude decoiling, cutting, slitting, punching, binding or re-bundling).

7.2 If the Customer is overdue in paying for the Goods or any other Goods supplied by the Company, the Company may, if still the owner, recover and resell them. The Customer gives the Company irrevocable authority to enter the premises or land upon which the Customer is working or which the Customer owns or leases for this purpose. This does not affect any other right of the Company.

7.3 Until the Customer has paid the Company for the Goods and all other goods which the Company has supplied to the Customer:-

7.3.1 The Customer holds the Goods on trust for the Company.

7.3.2 If the Customer sells the Goods, the Customer shall hold the proceeds of sale on trust for the Company in a separate bank account.

7.3.3 The Company may trace the proceeds of sale that the Customer receives into any bank or other account which the Customer maintains.

7.3.4 If the Customer sells the Goods, the Company may, by written demand, require the Customer to assign to the Company the Customer's rights to recover the price from its purchaser.

7.3.5 The Customer must not assign to any other person any rights arising from a sale of the Goods without the Company's written consent.

7.4 Risk in the Goods passes to the Customer upon delivery.

7.5 The Customer must insure the Goods against all insurable risks for the price due to the Company for the Goods.

7.6 If the Goods are destroyed by an insured risk before the Customer has paid for them, the Customer shall hold the insurance proceeds as the Company's trustee.

8. ACCEPTANCE

The Customer shall be deemed to have accepted the Goods upon delivery and it shall be conclusively agreed that the Goods are in accordance with the contract unless:-

8.1 within 5 days after delivery and prior to their use or resale the Customer serves on the Company a written notice specifying the alleged defect in the quantity, quality or state of the

Goods which would be apparent upon careful inspection or by such testing as it is reasonable in all the circumstances for the Customer to undertake and thereafter provides the Company with a reasonable opportunity of inspecting or testing the Goods before they are used or resold.

8.2 in the case of delivery by a third party carrier within twenty-four hours after delivery and prior to their use or re-sale the Customer gives the Company verbal or written notice specifying the matters required under 8.1 above.

The Customer must refuse parcels delivered in a damaged condition.

8.3 if the alleged defect in the quality or state of the Goods would not be apparent upon careful inspection or reasonable testing the Customer serves on the Company written notice of such defect forthwith upon its discovery, and in any event not more than 6 months after delivery, specifying the matters complained of and affording the Company a reasonable opportunity of inspecting or testing the Goods.

Your statutory rights are not affected.

9. SPECIFICATION

9.1 In addition or subject to any other warranty or condition previously agreed in writing, the Company warrants that, subject to the terms of Clause 9, the Goods are of satisfactory quality and correspond, within reasonable tolerance levels, to the quantity ordered and to the Company's specification or description of the Goods.

9.2 The Goods are sold on the basis of weighed weight or calculated weight or quantity according to the Company's practice for that product. Sizes are supplied within the tolerances as laid down by the manufacturers of the product. Where weighed weight is chargeable, the count is not guaranteed and claims based solely upon count cannot be accepted.

The Goods shall be deemed to be within reasonable tolerances and the Company shall have fulfilled the contract if the Goods delivered are within a tolerance of 10 per cent above or below the quantity ordered.

9.3 The Goods will only be supplied within the tolerances stated in the current British Standard or European Standard for the appropriate product, where such a standard exists, or if it has been expressly requested in writing by the Customer and expressly specified by the Company on its delivery note and invoice.

9.4 Any statement in a British or European Standard as to suitability of the Goods for any purpose is excluded.

9.5 Except as provided in Clause 9.1 all terms, conditions, warranties or descriptions implied by law or expressed orally by the Company's employees or agents or otherwise, as to the quantity, quality or fitness for the purpose of the Goods or their conformity to any samples or description provided by or on behalf of the Company are expressly excluded,

except where the Goods are of a type ordinarily bought for private use and the Customer is not buying or holding out as buying the same in the course of a business.

9.6 The Company shall not be responsible for the accuracy or suitability of any drawing design or specification supplied by the Customer to the Company in relation to the Goods notwithstanding that the Company may have inspected, commented or relied upon the same in the manufacture and/or supply of the Goods.

10. LIABILITY

Subject to Clause 11 below, provided that the Customer has complied with Condition 8, if the Goods or any part thereof are defective in quality or state or otherwise not in accordance with the contract then if the Company and the Customer do not agree that the Customer shall accept the Goods at a

revised price or that the Goods should be made good at the Company's expense the Company will accept the return of the Goods by the Customer and at the Customer's option either:-

(i) repay or allow the Customer the invoice price thereof and any reasonable costs incurred by the Customer for the purpose of transporting the Goods back to the Company; or

(ii) replace the Goods by delivering replacement goods as soon as reasonably practicable and in all other respects in accordance with the contract.

11. COMPANY LIABILITY

11.1 The Customer shall have no right of rejection of the Goods and the Company shall have no liability for negligence or breach of contract except as provided in Clause 10, which clause is in substitution for any other legal remedy of the Customer.

11.2 The Company shall have no liability for ascertaining whether the Goods are suitable or reasonably fit for the purpose for which they were ordered or for any other advice it may give whether by itself, its employees or agents as to the application or suitability of Goods for any purpose whatsoever.

11.3 The Company shall not be liable for breach of contract attributable directly or indirectly to circumstances beyond the Company's reasonable control, including but not limited to war, rebellion, strikes, lockouts, breakdown of plant or government.

11.4 The Company shall not be liable for any loss or damage to the Goods in transit that are at the Company's risk where the Customer's packing and protection specification differs from that recommended by the Company.

11.5 The Company shall have no liability in contract or in negligence or otherwise for consequential loss, indirect loss, or economic loss, howsoever arising. This exclusion would include but is not limited to loss of profit, loss of contracts, damage to the property of the Customer or of a third party.

11.6 The provisions of Clause 11 do not apply:

11.6.1 to claims for death or personal injury to persons arising out of the Company's negligence,

11.6.2 to claims for breach of warranty of title implied by law.

12. NON PRIMES

12.1 Goods sold as "non-prime" or Goods which the Company and the Customer agree to be "non-prime" are sold in their actual state, as seen, without warranty and with all faults whether or not the Goods have been inspected by the Customer prior to delivery.

12.2 Any statement, specification, description or other information provided by the Company in respect of non-primes is given in good faith but the Company can accept no responsibility for its accuracy.

12.3 The Company shall have no obligation to replace or make good non-prime goods or entertain any claim whatsoever in respect thereof and the Customer shall indemnify the Company against all claims made against it and all losses, liabilities, costs and expenses which arise out of loss or damage to property or injury to or death of any person caused or alleged to be caused by or consequent upon the supply of a product (as defined in Section 1 of the Consumer Protection Act 1987) to the Customer as "non-prime" or to any third party by the Customer which comprises non-prime goods sold to the Customer by the Company or which has a component or components or includes or is otherwise manufactured from any non-prime goods supplied by the Company whether or not such claim is made pursuant to the said Act.

12.4 If the Customer shall resell non-prime goods the Customer shall ensure that a provision in similar form to this condition is incorporated in the contract for such resale unless prior to reselling such goods the Customer has caused the goods or such part thereof as the Customer resells to comply with a recognised specification or standard.

13. INSOLVENCY

If the Customer:-

13.1 Being a company,

13.1.1 has a petition presented for its winding up; or

13.1.2 passes a resolution for voluntary winding-up (other than for the purpose of a bona fide amalgamation or reconstruction); or

13.1.3 enters into a voluntary arrangement with its creditors; or

13.1.4 becomes subject to an administration order; or

13.1.5 has a receiver appointed of all or any of its assets; or

13.2 Being an individual or firm:

13.2.1 becomes bankrupt or insolvent; or

13.2.2 enters into a voluntary arrangement with creditors;

then the Company shall be entitled to treat the contract as being at an end or suspend any further deliveries under the contract. If the Goods have been delivered but not paid for, the price shall become due immediately regardless of any previous agreement to the contrary.

14. WAIVER

The rights of the Company and the Customer shall not be prejudiced or restricted by any indulgences or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

15. ASSIGNMENT

The contract shall not be assigned by the Customer to any third party without prior written consent of the Company.

16. INTELLECTUAL PROPERTY

The Customer shall indemnify the Company against all actions, proceedings, claims, costs and expenses which may be brought against or incurred by the Company by reason of its supplying the Goods or applying any process or service in relation to goods of the Customer in accordance with any such drawings, specifications or other information whether or not it alleged in such actions, proceedings and claims that any patent mark design copyright or other intellectual property or other exclusive right of any third party has been infringed.

17. DATA PROTECTION

17.1 The Customer consents to the Company processing any personal data the Company may from time to time receive in the course of dealings with the Customer in relation to any partner, officer, servant, agent or referee of the Customer.

17.2 The Customer in giving such consent warrants to the Company that it has the authority of the individual to whom the personal data relates.

18. PROPER LAW

The contract shall be governed by English Law and the non-exclusive jurisdiction of the English Courts.