



## CREDIT ACCOUNT APPLICATION

<b>Full Trading Title:</b>			
<b>Company Name if different:</b>			
<b>Full Trading Address:</b>			
<b>Registered Office if different:</b>			
<b>Accounts Email Address:</b>			
<b>Accounts Contact Name:</b>			
<b>Approx. Amount of Credit Required:</b>			
<b>Telephone No:</b>		<b>Facsimile No:</b>	

Please provide two Trade References (Able to speak for figures similar to those required)

<b>Trade Reference (1) &amp; Tel. No.</b>	<b>Trade Reference (2) &amp; Tel. No.</b>
<b>Bankers Name &amp; Address:</b>	

We agree to your standard terms of business:

Unless otherwise agreed in writing payment shall be due thirty days from the date of invoice. The right is reserved by us to charge interest at 2% compound per month on any sum outstanding after the end of the month following that of invoice and to suspend all further deliveries until such sum is cleared. Ownership of goods, the subject of any order, shall not pass to the purchaser until actual payment is received. Only English law will apply.

<b>Signed:</b>	<b>Position:</b>	<b>Date:</b>
<b>Company Stamp:</b>	This account will remain open for a period of two years from your last recorded order.  When completed, please return for the attention of our Credit Controller.	

# Terms & Conditions of Sale

Phi @ Falmouth Ltd are herein referred to as 'The Company'. Unless otherwise stated in writing, the following conditions shall apply:

## 1. QUOTATIONS AND ACCEPTANCE

- Quotations are valid for thirty days and represent no obligation until the Purchaser's order is accepted.
- Quotations for important goods are based upon current rates of exchange of Sterling with foreign currency and where applicable this rate will be shown on the quotation. Quotations and acknowledgements of order for goods thus indicated are therefore approximations only and will be invoiced at prices based upon the rate of exchange prevailing on the date of invoice.
- It is the responsibility of the Purchaser to ensure that the specifications for goods ordered as shown on the Company Acknowledgement of Order are complete and correct for the intended application.
- Written confirmations of orders placed by telephone must be clearly marked as such and must also show the Company reference number quoted to the Purchaser. The Company is not bound to accept back any goods supplied in a duplicate delivery in the belief that the document was an original order.
- In the event of an inconsistency between the Company's conditions and those of the Purchaser, the Company's conditions shall prevail.
- Quotations for manufactured goods are based upon current costs of raw materials and are therefore approximations only. Manufactured goods will be invoiced at prices based upon the cost of raw materials prevailing on the date of invoice.

## 2. PRICE AND DELIVERY

- Prices do not include V.A.T.
- Delivery is by first-class mail or road carrier at the discretion of the Company to any destination within the United Kingdom. Where special transit arrangements are made, these will be charged for at cost. C.O.D. charges where applicable will be added to the price of goods.
- Exported goods are subject to freight charges at cost or shipped F.O.B. from an airport within the United Kingdom.
- Export documentation where charged will be as indicated in our quotation.
- Any delivery period quoted is an estimate only and commences from the date of the Company's acknowledgement of order. Provided that the Company takes all reasonable steps to ensure that the goods are delivered by the date stated the Company shall be under no liability for failure so to do.
- Save where different conditions are stated therein all export contracts shall be in accordance with INCOTERMS 1980 Edition or any amendment thereof for the time being in force at the date of the Contract.

## 3. TITLE AND RISK

- Ownership of goods the subject of an order shall not pass to the Purchaser until the invoice price is paid in full.
- Risk in the goods shall pass upon leaving the Company's premises.

## 4. PAYMENT

- In the case of UK deliveries payment shall be due thirty days from the date of invoice except where C.W.O., C.O.D. or other terms are specifically quoted. Any discounts specified by the Company shall apply only where payments are so received. Payment shall not be withheld on account of any claim by the Purchaser against the company. The Company reserves the right to charge interest at two percent per month compound after the end of the month following that of invoice.
- Unless otherwise agreed, payments for goods for export shall be made by pro forma invoice... The Company shall be under no liability to deliver goods until such terms are agreed by both parties.
- The Company reserves the right to suspend deliveries where payment for any order remains overdue.

## 5. GOODS DESCRIPTION AND DATA

- The Company's own manufactured goods will be supplied substantially as described but the right is reserved to make design changes which do not reduce their performance, affect their mechanical interchangeability or increase the price. Where the Company is not the manufacturer goods will be supplied to the manufacturer's current specification.
- The Company shall make every effort to ensure the accuracy of literature describing goods but (so far as is permitted by law) accepts no liability in contract, tort or otherwise, for any damages or injury arising directly or indirectly from any error or omission in such literature.

## 6. GUARANTEE

- Within a period of twelve months from the delivery of goods, the Company guarantees to refund the price of goods or repair or replace them free of charge at its discretion if any of the goods are found to the Company's satisfaction to be defective owing to faulty design, materials or workmanship, provided that the goods have not been modified or repaired other than by the Company and have been operated, stored and maintained within the Company's recommendations.
- Goods returned to the Company under this guarantee shall be delivered to the Company's premises at the Purchaser's expense and if found not to be defective (or when the defect is a design or materials) they will be returned to the Purchaser at its expense and subject to a testing charge of not less than fifteen per cent of the invoice price.
- Under no circumstances will this guarantee apply if goods have been found to have suffered mistreatment in any way including but not by way of limitation the soldering of the terminal pins or lugs of items intended to be plugged into a socket.
- The Purchaser shall inspect the goods and notify the Company of any defects or other non-conformance within thirty days from the date of delivery.
- The goods shall not be considered defective for the purposes of the Conditions unless:
  - they are not in accordance with the Purchaser's specification, where this is the agreed specification.
  - they do not accord with the company's published information if the Purchaser's specification is silent in respect of any part of it or if no such information has been published the goods do not conform to standards which the Company considers normal for products of the kind sold at a similar price.
- In the case of goods repaired or replaced by the Company the guarantee shall terminate at the end of the original guarantee period.

## 7. NON-COMPANY MANUFACTURED GOODS

- Non-Company manufactured goods are supplied on the strict understanding that the Company's liability in contract, tort or otherwise, shall in no circumstances extend beyond the liability to the Company of the manufacturer or supplier of such goods. The benefits of the manufacturer/supplier's own guarantee or warranty in respect of the goods shall be passed on to the Purchaser and the Company's own terms of guarantee shall be deemed not to apply.
- By agreeing to purchase goods the Purchaser agrees to comply with the terms of any license granted to the Company in respect thereof and agrees to indemnify the Company and keep it indemnified against any claim made by the relevant licensor against the Company as a result of any act or omission on the part of the Purchaser.
- Details of the manufacturer/supplier's guarantee or warranty and licences if any are available upon request from the Company.

## 8. FORCE MAJEURE

The Company shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations under the contract due to any cause outside the reasonable control of the Company including but not limited to acts of God, fire, floods, war and civil disturbances or riot, acts of Government, currency restriction, labour disputes, strikes, unavailability of materials or failure of supplier, carrier or subcontractor to deliver On time.

## 9. PRICE VARIATION

The Company reserves the right to increase the price of goods agreed to be sold in proportion to any increase or costs to the Company where the increase is due to any act or default of the Purchaser including the cancellation by the Purchaser of part of any order.

## 10. STORAGE

When delivery is delayed for reasons attributable to the Purchaser or its Agents storage and other additional costs will be charged to the Purchaser and the goods will be at the Purchaser's risk from the commencement of such delay. The Company reserves the right to invoice the goods at the original delivery date which shall be the commencement of the guarantee.

## 11. PATENT RIGHTS

- The sale of goods and the publication of literature by the Company does not imply freedom from patent, registered design or other industrial property rights in respect of the goods or information published.
- The Purchaser warrants that the designs and specifications supplied to it by the Company will not involve the infringement of any patent, registered design or other industrial property rights in the manufacture and sale of the goods by the Company.
- The Purchaser undertakes to indemnify the Company and keep it indemnified against all royalties, claims, actions, demands, proceedings, losses and costs in connection with any infringement or alleged infringement of any patent, registered design or other industrial property right in the manufacture, sale or application of the goods arising out of or in connection with the matters described in paragraphs a) and/or b) above.

## 12. TOOLS

Tools made for the manufacture of goods to be supplied under the contract and copyright therein remain the property of the Company notwithstanding that the Purchaser may have been debited with any sum in respect of their cost.

## 13. PURCHASER'S ITEMS

Items supplied by the Purchaser shall be of suitable quality and shall be provided free of charge in sufficient quantities and at the times required by the Company. Any defect in items supplied by the Purchaser shall not entitle the Purchaser to rescind the contract, reject the goods, make deductions from the contract price or claim damages in respect of such defect and the Purchaser shall indemnify the Company and keep it indemnified from and against all action, demands, claims, proceedings, losses or costs arising from the supply of defective items by the Purchaser.

## 14. LIMITATION OF LIABILITY

The Company shall not be liable in contract, tort or otherwise, for any loss or damage suffered by the Purchaser whatsoever or howsoever arising out of or in connection with the supply of goods or services by the Company other than to supply goods conforming to the original agreed specification or at the option of the Company to refund the Purchaser any moneys already paid in respect of the goods.

## 15. ORDER CANCELLATION AND AMENDMENT

- Cancellations of or amendments to orders for goods requested by the Purchaser to be on express or faster than normal delivery will not be accepted. Acceptance or a cancellation of or amendment to orders for goods requested by the Purchaser to be on normal delivery shall be at the discretion of the Company and is subject to a change which the Company shall notify to the Purchaser.
- Amendments by the Purchaser to orders which involve a reduction in the order quantity are subject to an increase in price to that which is relevant to the quantity requested by the amendment.

## 16. RETURNED GOODS

- Except under the guarantee in Clause 6 no returns are permitted without the Company's prior consent.
- If the Company agrees to accept returns other than under the guarantee in Clause 6 the goods must be returned in original condition and if tested by the Company shall be subject to a minimum charge of fifteen percent of invoice price.
- All returns must be at the Purchaser's expense and must be accompanied by a note of the invoice number against which they were supplied together with a full report if alleged to be defective.

## 17. TERMINATION

If the Purchaser commits any breach of the terms and conditions of the contract or suffers distress or execution or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with his creditors or goes or is put into liquidation (other than solely for amalgamation or reconstruction while solvent) or if a receiver is appointed over any part of the Purchaser's business, the Company may without prejudice to any rights which may have accrued or which may accrue to it terminate the contract summarily by notice in writing.

## 18. VARIATION

Unless otherwise agreed in writing, the terms and conditions of this agreement shall apply to any order placed by the customer. In the event of any inconsistency between these terms and those passing between the parties these terms shall prevail. No variation of the terms and conditions shall be allowed unless expressly accepted in writing.

## 19. DATA PROTECTION

We may transfer information about you to our financiers, who may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us or from time to time, and may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses: details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches or may give information about you and your indebtedness to our or their insurers for underwriting and claims purposes: any guarantor or indemnifier of your or our obligations to enable them assess such obligations; their bankers or any advisers acting on their behalf: any business to whom your indebtedness or our arrangements with our financiers may be transferred to facilitate such transfer or may monitor and/or record any phone calls you may have with them, for training and/or security purposes: or in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations. We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have a right, for a fee, to receive a copy of certain information they hold about you if you apply to them in writing