

Please return fully completed to:
T2 SOLUTIONS UK LTD
Avalon, Churchwood, Penygarn
Pontypool, NP4 8DD
Tel. 01495 759 194
Email info@t2solutionsuk.com

T2 SOLUTIONS UK LTD

CREDIT APPLICATION FORM

Please complete in capitals and send the original completed form to T2 SOLUTIONS UK LTD.

FULL COMPANY NAME _____

Limited Company REGISTRATION Number _____

TRADING NAME IF DIFFERENT _____

Registered Address _____

Telephone Number(s) _____

WEBSITE AND Email _____

Contact Name(s) Accounts _____

Principal(s)/Managing Director(s) Details:

Name _____ Job Title _____

Bank Details

Bank Name _____

Address _____

Account Number _____ Sort Code _____

By Signing below you authorise T2 SOLUTIONS to contact your bank and verify that these details are correct.

Total amount of credit required _____

ACCEPTANCE OF TERMS

We hereby acknowledge receipt of your standard terms and conditions of sale and agree to be bound by them. We are aware that your normal payment terms (Credit Accounts) are 30 days from the end of the month of the invoice, and that the any goods supplied remain the property of T2 SOLUTIONS UK LTD until all goods have been paid for.

(completed by a director)

Signature: _____ Date: _____

Print Name: _____ Job Title: _____

FOR OFFICE USE ONLY:

CREDIT LIMIT: _____

CREDIT TIME: _____

AUTHORISED: _____

DATE: _____

T2 SOLUTIONS UK LTD. STANDARD TERMS AND CONDITIONS OF SALE

1. INTERPRETATION/DEFINITIONS

The following words shall mean:

"Buyer" means the person who accepts a quotation of the seller for the sale of Goods or whose order for the goods is accepted by the seller.

"Conditions" the terms and conditions set out in this document and includes any special terms and conditions agreed in writing between the Buyer and Seller.

"Contract" any contract between the Buyer and the Seller for the sale and purchase of the Goods

"Delivery Point" the place at which the Buyer collects the Goods

"Goods" means the Goods (including any instalment of the Goods or any parts for them) which the seller is to supply in accordance with these conditions.

"Price" the price of the Goods excluding carriage, packing and insurance shall be the price set out in a written quotation from the Seller which is accepted by the Buyer or a written order by the Buyer that is accepted by the Seller.

"Seller" means T2 SOLUTIONS UK LTD (Registered in the UK under number 5648680)

"Writing" includes e-mail, facsimile, telex and any comparable means of communication.

"Working Day" Monday to Friday excluding bank and other public holidays

APPLICATION OF TERMS

2. BASIS OF THE SALE

- 2.1 The Contract shall be on these Conditions to the exclusion of any other terms and conditions.
- 2.2 Any order for Goods from the Buyer shall be deemed to be an offer to purchase the Goods subject to these Conditions.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in any Buyers purchase order, confirmation of order, specification or other document shall form part of the Contract. The Conditions shall not be varied unless any agreement to vary is recorded in writing and signed by the Seller and Buyer.
- 2.4 No order placed by the Buyer will be accepted by the Seller until confirmed in writing by the sellers authorised representative. Upon the Seller sending the acknowledgement and acceptance of the order, the Seller and the Buyer will have a binding contract between them.
- 2.5 The Buyer warrants that all the details in the order are complete and accurate.
- 2.6 The Conditions shall apply to the sale of all Goods. Save as has been specifically provided for in the Conditions, any representations relating to the Goods shall not be effective unless expressly agreed in writing and signed by both the Seller and the Buyer.
- 2.7 Any advice or recommendations given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyers own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not confirmed.
- 2.8 In the case of the Seller the level of authority for the authorised representative is Director.

3. THE GOODS

- 3.1 The Buyer acknowledges that they have entered into the Contract as a result of their inspection or knowledge of the Goods and not in reliance upon any description given by the Seller.
- 3.2 All drawings, descriptive matter, specifications and advertising issued by the Seller are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and shall not form part of the Contract.

4. DELIVERY/COLLECTION OF THE GOODS

- 4.1 Delivery of the Goods will be affected by the Seller or its carrier delivering the Goods to the Buyer's address as notified at time of order; or at the discretion of the Seller delivery of the Goods may be made by the Buyer collecting the goods at the Seller's premises, within 10 working days after the Seller has notified the Buyer that the Goods are ready for collection.
- 4.2 Any date specified by the Seller for delivery of the Goods is intended to be an estimate and time for collection is not and shall not be made of the essence of the Contract. If no date is so specified, delivery shall be within a reasonable time.
- 4.3 The Seller shall not be liable for any loss (including any loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in making the Goods (even if caused by the Sellers negligence.)

5. TITLE AND RISK

- 5.1 Title and ownership to the Goods shall not pass from the Seller to the Buyer until the Seller has received the Price in full together with all other sums payable by the Buyer to the Seller.
- 5.2 Until title and ownership in the Goods has passed, the Buyer shall hold the Goods and each of them as bailee on behalf of the Seller and on a fiduciary basis retain the Goods separate from other merchandise and possessions; and keep the Goods identifiably separate.
- 5.3 The Goods shall be at the risk of the Seller up until notice that the Goods are available for collection and thereafter they shall be at the risk of the Buyer.

6. PAYMENT

- 6.1 All invoices are payable without discount of any kind in pounds sterling within 30 days of the date of the invoice and in no circumstances may the Buyer make any deduction or withhold payment for any reason at all.
- 6.2 If the Buyer fails to pay the invoice by the due date and without prejudice to any rights of the Seller, the Buyer shall:
 - 6.2.1 forfeit any discount given in that invoice or in any other way agreed; and

6.2.2 pay interest on any overdue amount from the date on which payment was due to the date of actual payment (whether before or after judgement) on a daily basis at a rate of 1% over the base from the time quoted by the Bank and reimburse to the Seller all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

6.3 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, abatement or otherwise unless a valid court order requiring an amount equal to such deduction to be paid.

6.4 Until the Seller is in possession of cleared funds, the Buyer shall not be deemed to have made a payment.

6.5 If the Buyer does not make payments as required, the Seller may terminate the Contract.

7. QUALITY

7.1 If the Seller is not the manufacturer of the Goods, they shall transfer the benefit of any warranty or guarantee that they have been given.

7.2 The Buyer accepts that they buy or is deemed to buy the Goods as seen and in the condition they are in at the time the order is placed.

7.3 The Seller warrants that the Goods shall be:

7.3.1 of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

7.3.2 reasonably fit for their purpose.

7.4 If any of the Goods do not conform with the warranty in condition 7.3, the Seller shall collect the Goods and may:

7.4.1 carry out repairs to the Goods;

7.4.2 replace the Goods or any defective part; or

7.4.3 refund the price of such Goods.

7.5 The Seller shall deliver any repaired or replacement Goods to the Buyer's premises.

7.6 The Seller's liability for breach of warranty as set out in clause 7.3 shall be limited to complying with condition 7.4 and shall not have further liability.

8. LIMITATION OF LIABILITY

8.1 The Seller shall not have any liability to the Buyer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of the Seller or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except:

8.1.1 for death or personal injury resulting from the Seller's negligence; and

8.1.2 as expressly stated in these conditions.

8.2 The Seller shall not be liable for any defect arising from any design or specification provided or made by the Seller or if any adjustments, alterations or other work has been done to the Goods by any person except the Seller or their authorised agent.

8.3 The Seller shall not be liable where any Goods are lost or damaged in transit. All claims by the Buyer shall be made against the carrier.

8.4 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by sections 12,13,14 or 15 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

9. ASSIGNMENT

9.1 The Seller may sub-contract the performance of any of its obligations under the agreement to any parent, subsidiary or associated Company (as the terms are defined under section 736 of the Companies Act 1985) but the sub-contracting shall not relieve it of any liability under the Contract.

9.2 The Seller and the Buyer shall not assign, delegate or otherwise deal with all or any of their rights and obligations under the Contract.

10. FORCE MAJEURE

If the performance of the Contract or any obligation under it is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the Seller and they give prompt notice to the Buyer, the Seller shall be excused from the performance to the extent of the prevention, restriction or interference, but the Seller shall use their best endeavours to avoid or remove the causes of non-performance and shall continue performance under the Contract with the utmost dispatch whenever the causes are removed or diminished.

11. GENERAL

11.1 Each right or remedy that the Seller and the Buyer has under the Contract is without prejudice to any other right or remedy that may exist.

11.2 In the event that any provision of the Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or if an indication to that effect is received by either the Buyer or the Seller from any competent authority, the Buyer and the Seller shall amend that provision in such reasonable manner as achieves the intention without illegality.

11.3 If the Seller or the Buyer:

11.3.1 fails or delays to exercise any right or remedy, it shall not operate as a waiver of it; and

11.3.2 partially exercises any right or remedy, neither of them shall be precluded from further exercising the right, remedy or other power.

11.4 Any waiver of a breach of any provision of the Contract shall not:

11.4.1 be deemed to be a waiver of any subsequent breach or default; and

11.4.2 affect the other terms of the Contract.

11.5 This Contract shall be governed by and construed in all respects in accordance with English law. In relation to any legal action or proceedings to enforce the Contract or arising out of or in connection with the Contract, the Buyer and the Seller irrevocably submits to the jurisdiction of the English courts and waives any objection to proceedings in the courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

12. NOTICES

12.1 Any notice to be given under the Contract shall be:

12.1.1 delivered personally;

12.1.2 sent by first class prepaid recorded delivery or registered post; or

12.1.3 by fax.

12.2 A notice shall be deemed and served as follows:

12.2.1 if personally delivered, at the time of delivery

12.2.2 if posted, within 48 hours of posting or in the case of airmail, seven days after the envelope was delivered into the custody of the postal authorities; and

12.2.3 if sent by fax, the time of transmission.