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CREDIT APPLICATION FOR A BUSINESS ACCOUNT

# BUSINESS CONTACT INFORMATION

|  |  |  |  |
| --- | --- | --- | --- |
| Company Name: |  | Company Registration number: |  |
|  Registered Address: |  | [ ]  Limited Company |  |
| Phone: |  | [ ]  Sole Trader |  |
| E-mail: |  | [ ]  Partnership |  |
| Fax: |  | [ ]  Other |  |

# invoice INFORMATION

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Invoice address, if different from above: |  |  | Invoice contact name: |  |
|   |  |  | Invoice contact phone: |  |
|   |  |  | Invoice contact email: |  |
|   |  |  | Invoice contact fax: |  |

# Bank details

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | Credit Limit required: | £ |
| Address: |  | BPR Limit approved: | £ |
|  Account number & sort code:  |  | BPR signature: |  |
| **CUSTOMER CONTACT DETAILS** |
| Purchasing contact name: |  | Email: |  |
|  Delivery/goods receiving name: |  | Email: |  |
| Quality Manager name: |  | Email: |  |
| Health & Safety Manager name: |  | Email: |  |

# agreement

1. All invoices are to be paid 30 days from the date of the invoice.
2. By submitting this application, you authorise BPR Medical Limited to confirm your credit rating with our financial services partner.

# SIGNATURES

|  |  |  |  |
| --- | --- | --- | --- |
| **Customer Signature:** |  | **BPR Signature:** |  |
| Name and Title: |  | Name and Title: |  |
| Date: |  | Date: |  |

**BPR Medical Ltd – Terms & Conditions of Sale**

**Interpretation**

In these conditions:

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| --- | --- |
| “Buyer” | means the person, firm or company who purchases the Goods from the Seller; |
| “Contract” | means the contract between the Seller and Buyer for the sale and purchase of the Goods incorporating these conditions; |
| “Delivery Point” | means the place where delivery of the Goods is to take place under condition 0; |
| “Goods” | means the goods (including any part or any parts for them) agreed in the Contract to be supplied by the Seller; and |
| “Seller” | means BPR Medical Limited, its subsidiaries and their successors in title. |

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any sub-ordinate legislation for the time being in force made under it.

Words in the singular include the plural and in the plural include the singular.

Condition headings do not affect the interpretation of these conditions.

These conditions are the only conditions upon which the Seller is prepared to deal with the Buyer, and they shall govern the Contract to the entire exclusion of any other express or implied conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

No terms or conditions endorsed on, delivered with or contained in the Buyer’s purchase order, confirmation of order, specification or other documents shall form part of the Contract simply as a result of such document being referred to in the Contract.

These conditions may only be modified by a variation in writing signed by a director of the Seller and no other action on the part of the Seller (whether delivery of the Goods, or otherwise) shall be construed as an acceptance of any other conditions.

These conditions (as modified in accordance with condition 0 and together with the matters referred to in the Sellers quotation or acceptance of order, or both) embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications. This condition shall not exclude any liability in respect of any statement made fraudulently by either party prior to the date of the Contract.

The employees and agents of the Seller are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations, which are not so confirmed.

Any quotation in whatever form given to the Buyer is given subject to these conditions and does not constitute an offer to sell. Each order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions. A contract is only concluded when the Seller despatches an acceptance of order to the Buyer or (if earlier) the Seller delivers the Goods to the Buyer.

**Quotations**

The Seller reserves the right to accept only official written quotations with a quotation number. Quotations are subject to these conditions and are only valid for the period indicated on them or until such time as they are withdrawn, whichever comes first. Verbal quotations are not valid.

**Description**

The quantity and description of the Goods shall be as set out in the Seller’s quotation or acceptance of order.

All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

**Delivery**

Delivery of the Goods shall take place at the location stated on the Seller's acceptance of order.

Any date quoted for delivery of the Goods by the Seller is an estimate only and time shall not be of the essence. Every effort will be made by the Seller to deliver the Goods within that period but no liability is accepted for failure to do so. If no dates are so specified, delivery shall be within a reasonable time.

Subject to the other provisions of these conditions the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

If for any reason the Buyer fails to accept delivery of any of the Goods when they are tendered for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);

the Goods shall be deemed to have been delivered; and

the Seller may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for unloading the Goods.

The Seller may deliver the Goods by separate instalments. Each separate instalment will be invoiced and paid for in accordance with the provisions of the Contract.

Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

The method of delivery shall be at the sole discretion of the Seller unless a specific method is agreed in writing by the Buyer and the Seller.

**Price**

Unless otherwise agreed by the Seller in writing, the price for the Goods will be the Sellers list price last published on the date on which that consignment of Goods is dispatched to the Buyer.

The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any changes in delivery dates, quantities or the specifications for the Goods which is requested by the Buyer.

The Contract price is exclusive of value added tax or any similar taxes, levies or duties, packaging, carriage costs and insurance which will be added to or charged on invoices at the appropriate rates.

**Payment**

Subject to condition 0, payment of the price of the Goods is due in pounds sterling within 30 days of the date of the Seller’s invoice.

Time for payment shall be of the essence.

All payments payable to the Seller under the Contract shall become due immediately on its termination despite any other provision.

In the event of payment by cheque, no payment shall be deemed to have been received until the Seller has received cleared funds.

If any payment pursuant to the Contract that is to be made by the Buyer to the Seller is overdue, the Buyer will be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 5 per cent above the base lending rate from time to time of HSBC plc accruing on a daily basis until payment is made, whether before or after any judgement.

Where any sum owed by the Buyer to the Seller under this or any other contract is overdue the Seller may withhold any deliveries of Goods due to be made under a Contract until arrangements as to payment or credit have been established which are satisfactory to the Seller.

Where the Buyer is based outside of the United Kingdom, the Seller may (in its absolute discretion) grant to the Buyer the credit period referred to in condition 0 only on production by the Buyer of one trade and one banker’s reference together with a record of payment of three consecutive Sellers invoices. Alternatively, the Seller may request the production of a letter of credit or other form of payment.

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

**Damage or loss of Goods in transit**

Great care is exercised by the Seller to ensure that when Goods are packaged and delivered to the transportation company they will be adequately protected against the anticipated stresses of transportation. If any damage to or loss of the Goods should be noticed upon receipt by the Buyer, the appropriate notation should be made on the delivery note or freight bill AT THE TIME OF RECEIPT. In any event, the Seller should be notified of the damage or loss within 7-days of when the Buyer discovers or ought to have discovered the loss or damage.

**Non delivery**

The quantity of any consignment of Goods as recorded by the Seller on despatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

Should any Goods not be delivered or if there is any discrepancy between Goods delivered and those described in the Sellers quotation or acceptance of order, the Buyer shall notify the Seller in writing within seven days of the date of the Sellers invoice, or the date of actual delivery as the case may be. Any failure to do so shall render the Buyer liable for the full price of the Goods.

Any liability of the Seller for non-delivery or for any discrepancies between the Goods delivered and those described in the Sellers quotation or acceptance of order shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract price against any invoice raised for such Goods.

**Exports**

Where the Buyer is based outside the United Kingdom the Contract may be subject to Incoterms 2000. Where this is the case, it will be clearly stated on the Sellers acceptance of order. Any conflict between these conditions and the Incoterms 2000 shall be resolved in favour of the Incoterms 2000.

Delivery outside the United Kingdom may result in import duties and taxes which are levied when the delivery reaches the specified destination. The Buyer shall be responsible for payment of any such import duties and taxes. Please note that the Seller has no control over these charges and cannot predict their amount. The Buyer is advised to contact its local customs office for further information before placing its order.

Please also note that the Buyer must comply with all applicable laws and regulations of the country for which the Goods are destined. The Seller shall not be liable for any breach by the Buyer of any such laws.

**Warranty**

The warranty period for the Goods varies from product to product and is as published by the Seller from time to time or is as notified to the Buyer (the “Warranty Period”).

Where the Seller is not the manufacturer of the Goods, the Seller shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.

The Seller warrants that (subject to the other provisions of these conditions) on delivery, and during the Warranty Period, the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979, and be reasonably fit for their normal purpose.

The Seller will not be liable for a breach of any of the warranties in condition 0 unless:

the Buyer gives written notice of the defect to the Seller within 21 days of the time when the Buyer discovers or ought to have discovered the defect; and

the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller’s place of business at the Buyer’s expense for the examination to take place there.

The Seller shall not be liable for a breach of any of the warranties in condition 0 if:

the Buyer makes any further use of such Goods after giving such notice;

the defect arises because the Buyer failed to follow the Seller’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

the defect arises because the Goods have been subject to misuse, negligent or accidental damage;

the Buyer alters or repairs such Goods without the consent of the Seller;

any warranty seal on the Goods has been broken or tampered with; or

the serial or lot number on the Goods has been altered, defaced or removed.

Subject to conditions 0 and 0, if any of the Goods do not conform to the warranties in condition 0, the Seller will at its option:

replace the Goods (or any parts of the Goods) found not to conform to the warranties; or

take such steps as the Seller thinks necessary to bring the Goods into a state where they are free from such defects; or

take back the Goods found not to conform to the warranties and refund the appropriate part of the price;

provided that, if the Seller so requests, the Buyer shall, at the Buyer’s expense, return the Goods or the part of such Goods which is defective to the Seller.

If the Seller complies with condition 0, it shall have no further liability for a breach of any of the warranties in condition 0 in respect of such Goods.

Any Goods replaced shall belong to the Seller and any repaired or replacement goods shall be guaranteed on these terms for the unexpired portion of the Warranty Period.

**Liability**

Subject to condition 0, condition 0 and condition 0, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

any breach of these conditions;

any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

any representations, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

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

Nothing in these conditions excludes or limits the liability of the Seller:

for death or personal injury caused by the Seller’s negligence;

under section 2(3) Consumer Protection Act 1987;

for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or

for fraud or fraudulent misrepresentation.

Subject to condition 0 and condition 0:

the Seller’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 120% of the Contract price; and

the Seller shall not be liable to the Buyer for loss of profit, loss of business or depletion of goodwill (in each case whether direct, indirect or consequential) or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

**Risk and property**

The risk in the Goods shall pass to the Buyer from the time of delivery.

The ownership of the Goods shall not pass to the Buyer until the full price of the Goods, and all other sums which are the subject of any other contract between the Seller and the Buyer for which payment is due on any account, is paid.

Until such time as the ownership of the Goods passes to the Buyer the Buyer shall:

hold the Goods in a fiduciary capacity and store them at its premises (at no cost to the Seller) in such a manner that they are clearly identifiable as the Sellers property and keep them separate from any other goods, whether or not supplied by the Seller;

not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

maintain the Goods in satisfactory condition and insure the Goods to the full replacement value of the Goods against all risks to the satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.

The Buyer may resell the Goods before ownership has passed to it solely on the condition that any sale shall be effected in the ordinary course of the Buyer’s business at full market value, and, any such sale shall be a sale of the Seller’s property on the Buyer’s own behalf and the Buyer shall deal as principal when making such a sale.

The Buyer's right to possession of the Goods shall terminate immediately if:

the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer;

the Buyer suffers from anything analogous to the events described in condition 0 in any foreign jurisdiction;

the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or the Buyer encumbers or in any way charges any of the Goods.

The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them or, where the Buyer’s right to possession has terminated, to recover them.

Where the Seller is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.

On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this condition 0 shall remain in effect.

**Intellectual property**

The Buyer acknowledges that any intellectual property rights in the Goods is owned by the Seller or its licensor.

**Cancellation**

Orders which have been accepted by the Seller can only be cancelled by the Buyer with the prior written agreement of the Seller and on condition that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by it as a result of cancellation.

**Visits to the Sellers premises**

The Seller agrees to visits to their premises by the Buyer or its representatives at the sole invitation of an authorised representative of the Seller. The Buyer must notify the Seller of their intention to visit the Sellers premises and gain the agreement of the Seller to a date and time for such a visit. The Seller reserves the right to refuse or withdraw permission at any time

**General**

The Seller may assign the Contract or any part of it to any person, firm or company.

The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

**Governing law**

The Contract is governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

770 0009 v2. Terms and Conditions of Sale