



TRADING ACCOUNT APPLICATION

Customer: _____	Tel. No: _____
Address: _____ _____	Fax. No: _____
_____	E-mail: _____
	Postcode: _____
Purchasing contact: _____	
Purchase ledger contact: _____	
If limited company:	
Registered name: _____	
Trading as: (if different) _____	
Registration No: _____	Year incorporated: _____
Names of Directors: _____	
If partnership or sole trader:	
No. of years trading: _____	
<i>Please give details of principals:</i>	
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
_____	_____
For internal use only	
Area Manager:	Sales Director

RAPIDROP

RUTLAND BUSINESS PARK, NEWARK ROAD, PETERBOROUGH, PE1 5WA

UNITED KINGDOM Registered in England No. 5503278

TEL: +44 (0)1733 847 510 Fax: +44 (0)1733 553 958

rapidrop@rapidrop.com

Type of business: Distributor / Installer / Fabricator / Other
(if other please specify)

Credit limit required:

Trade Reference:

Ref. 1: _____ Ref. 2: _____

Tel. No: _____ Tel. No: _____

Fax. No: _____ Fax. No: _____

E-mail: _____ E-mail: _____

Contact: _____ Contact: _____

Alternative method of payment:

All major credit cards are accepted if you have any urgent requirements. If you require this option or prefer this method of payment.

Please tick this box:

Declaration:

We have read and agree the attached terms

Authorised Signature: _____

Position: _____ Name: _____

Date: _____

Bank details:

Bankers: _____

IBAN No. _____

A/C No: _____

Sort Code: _____

Authorisation to obtain bank references:

I _____ (director, proprietor, partner) consent to
_____ Bank plc providing a reference on us to Rapidrop.

Signed: _____ Date: _____

For and on behalf of: _____

Conditions of Sale

1. BASIS OF THE SALE

- 1.1. Rapidrop Global Ltd ("the Seller") conducts business as a Seller only upon, and subject to the following terms and conditions which shall be deemed to be incorporated in any order received or accepted to the exclusion of all other terms except where the Seller may expressly agree in writing other terms which themselves are not inconsistent with these terms. Quotations contained in a price list or otherwise are for information only and do not constitute an offer by the Seller.
- 1.2. No orders may be cancelled or amended without the written consent of the Seller.

2. DELIVERY

- 2.1. Where delivery dates are quoted by the Seller these are best estimates made in good faith and the Seller shall not be liable in damages or otherwise for any loss caused by late delivery.
- 2.2. Delivery is made when the Seller delivers the goods to the purchaser's premises, or such other place as may be agreed in writing.
- 2.3. If the Seller fails to deliver the goods for any reason other than any cause beyond the Seller's reasonable control or the purchaser's fault, and Seller is accordingly liable to the purchaser, the Seller's liability shall be limited to the excess (if any) of the cost to the purchaser (in the cheapest available market) of similar goods to replace those not delivered.
- 2.4. Where a purchaser has supplied specifications, drawings or patterns the purchaser agrees to indemnify the Seller against any loss resulting from proceedings due to infringement of copyright, patents or registered trade marks or any other intellectual property rights.
- 2.5. If the purchaser fails to take delivery of the goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise and by reason of any cause beyond the purchaser's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may;
 - 2.6.1. store the goods until actually delivered and charge the purchaser for the reasonable costs (including insurance) of storage; or
 - 2.6.2. sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the purchaser for any shortfall below the price.

3. CHANGES IN SPECIFICATION

The Seller reserves the right to make any changes in the specification of the goods which are required to conform with any statutory or EC requirements or where the goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

4. RISK AND TITLE

- 4.1. Risk in the goods shall pass to the purchaser on delivery.
- 4.2. Property in the goods shall not pass to the purchaser until;
 - 4.2.1. The purchase price of the goods has been paid in full; and
 - 4.2.2. payment is made in full to the Seller of any other sum which is at the date when the purchase price becomes due owing from the purchaser to the Seller.
- 4.3. Until the property in the goods has passed to the purchaser the purchaser will hold the goods in a fiduciary capacity and will store the goods separately from any other goods and in a manner which makes them readily identifiable as the goods of the Seller and shall endorse a memorandum on the purchaser's accounts referring to the Seller's title in the goods.
- 4.4. In the event of the purchaser purporting to sell the goods to a third party before payment has been made to the Seller any such proceeds of sale shall be received and held in a separate account by the purchaser as the Seller's agent.
- 4.5. The Seller will have the right to maintain an action against the purchaser for the price of the goods notwithstanding that property in the goods has not passed.
- 4.6. Until such time as property in the goods passes to the purchaser (and provided that the goods are still in existence and have not been resold the Seller shall be entitled at any time to require the purchaser to deliver the goods to the Seller, and if the purchaser fails to do so forthwith, the Seller or its agents shall be entitled to enter upon any premises of the purchaser or any third party where the goods are stored or reasonably thought to be stored and repossess the goods.
- 4.7. The purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the purchaser does so all monies owing by the purchaser to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

5. PRICE

- 5.1. The price shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of the order.
- 5.2. The Seller reserves the right, by giving notice to the purchaser at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the Seller which is due to any factor which is beyond the control of the Seller (such as without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the goods which is requested by the purchaser, or any delay, caused by the instruction of the purchaser or failure by the purchaser to give the Seller adequate information or instructions.
- 5.3. The price is exclusive of any applicable value added tax, which the purchaser shall be additionally liable to pay the Seller.

6. PAYMENT

- 6.1. Unless otherwise agreed in writing by the Seller, payment shall be made without deduction at or before the end of the month following the month in which the date of the invoice falls. The Seller shall be entitled to invoice the purchaser on, or at any time after, the delivery of the goods unless the purchaser wrongfully fails to take delivery of the goods, in which event the Seller shall be entitled to invoice the purchaser for the price at any time after the Seller has tendered delivery of the goods.
- 6.2. The purchaser shall not be entitled to deduct from the purchase price any sum owed by the Seller to the purchaser. Without any prejudice to any other rights of the seller, if the buyer fails to pay the invoice price by the due date the buyer shall not be allowed any discount given that invoice or in any other way agreed and shall pay interest on any overdue amount from the date of which payment was due to the date of actual payment (whether before or after judgment) on a daily basis at a rate of 8% per annum and reimburse to the seller all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
- 6.3. Payment shall be deemed to be made when cash to the full amount owing has been handed to the Seller or a cheque to the full amount owing has been credited to the Seller's bank account and cleared by the purchaser.
- 6.4. The Seller reserves the right without liability to postpone any delivery, cancel any order or refuse to accept any order until payment of all outstanding and overdue invoices has been made in full.

7. INSOLVENCY OF PURCHASER

- 7.1. This clause applies if;
- 7.1.1. the purchaser makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (other than for the purposes of amalgamation or reconstruction); or
- 7.1.2. an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the purchaser; or
- 7.1.3. the purchaser ceases or threatens to cease to carry on business; or
- 7.1.4. the Seller reasonable believes that any of the events mentioned above is about to occur in relation to the purchaser and notifies the purchaser accordingly.
- 7.2. If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel any order or suspend any further deliveries under any order without any liability to the purchaser, and if the goods have been delivered but not paid for the price shall become immediately due payable notwithstanding any previous agreement or arrangement to the contrary.

8. LIABILITY

- 8.1. Subject to the remainder of clause 8 the Seller warrants that the goods will be free from defects in material and workmanship for a period of 3 months from the date of their initial use or 3 months from delivery whichever is first to expire.
- 8.2. The above warranty is give by the Seller subject to the following conditions;
- 8.2.1. the Seller shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the purchaser.
- 8.2.2. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the seller's approval;
- 8.2.3. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment;
- 8.2.4. The above warranty does not extend to parts, material or equipment not manufactured by the Seller, in respect of which the purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 8.3. Subject as expressly provided in this clause 8 and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4. Except in respect of death and personal injury caused by the Seller's negligence, the Seller shall not be liable to the purchaser by any reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any indirect special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the purchaser and the entire liability of the seller under or in connection with any order shall not exceed the cost of the goods except as expressly provided in these conditions.
- 8.5. No liability will be accepted by the Seller for any goods which become defective as a result of any process or negligence of storage procedures after the goods have been delivered. Furthermore it is a condition of the Seller's quality control procedures that full traceability is maintained and therefore any quality claim must involve the Seller's product being retained in its original packaging or the batch labels being quoted.
- 8.6. The Seller will not be liable for damage in transit or shortage in delivery unless notice is given by the purchaser to the Seller within 3 days after delivery or, where the claim is for non delivery, within 14 days following receipt of the seller's invoice.
- 8.7. Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the Seller within 3 months of delivery the Seller shall be entitled to replace the goods (or the part in question free of charge or, at the sellers sole discretion refund to the purchaser the price of the goods (or a proportionate part of the price), but the seller shall have no further liability to the purchaser.
- 8.8. If the purchaser does not notify the Seller of any defect and return the goods within the period set out at Clause 8.1 the purchaser shall not be entitled to reject the goods and Seller shall have no liability for defects or failures, and the purchaser shall be bound to pay the price as if the goods have been delivered in accordance with the contract.

9. INDEMNITY

The purchaser shall indemnify the Seller against any liability howsoever arising from damage caused to the goods, to the Seller's property, personnel or equipment of for any damage suffered by any third party from the unloading of goods at the purchaser's premises save to the extent such damage is due to the negligence of the Seller or its employees.

10. FORCE MAJEURE

- 10.1. The Seller shall not be liable to the purchaser or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the goods, if the delay or failure was due to any cause beyond the seller's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller's reasonable control:
- 10.1.1. Act of God, explosion, flood, tempest, fire or accident;
- 10.1.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 10.1.3. acts, restrictions, byelaws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority.
- 10.1.4. import or export regulations or embargoes;
- 10.1.5. strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 10.1.6. difficulties in obtaining raw materials, labour, fuel, parts of machinery;
- 10.1.7. power failure or breakdown in machinery.

11. GENERAL

These conditions will be construed as an English contract and in conformity with English law and the purchaser agrees to the non-exclusive jurisdiction of the English courts. Any notice given under this contract must be in writing and sent by recorded mail to the normal place of business of that party.