

## Account Application Form



Until this form has been completed in **FULL** and passed to the Company for approval any transactions must be strictly on a pro-forma basis.

### COMPANY DETAILS.

Type of company - public limited / limited / other (please state) \_\_\_\_\_

Full registered company name \_\_\_\_\_

Registered office address \_\_\_\_\_

Registration No. \_\_\_\_\_ Date of registration \_\_\_\_\_ VAT No. \_\_\_\_\_

Website \_\_\_\_\_ Number of years trading \_\_\_\_\_

Last 3 years turnover Year \_\_\_\_\_ £ \_\_\_\_\_ Year \_\_\_\_\_ £ \_\_\_\_\_ Year \_\_\_\_\_ £ \_\_\_\_\_

Trading name (if different from registered name) \_\_\_\_\_

Names of principal directors \_\_\_\_\_

Parent company \_\_\_\_\_ Associated companies \_\_\_\_\_

Buyer Contact \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

Accounts Contact \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

Invoice Address (if different from registered address) \_\_\_\_\_

Main Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

Delivery Address (if more than one please supply details) \_\_\_\_\_

Delivery Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

Freight Agent \_\_\_\_\_ Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

### BANK DETAILS

Name of Bank \_\_\_\_\_ Sort Code \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Address \_\_\_\_\_

### TRADE REFERENCES (please provide **three** company names)

Company \_\_\_\_\_ Number of years trading \_\_\_\_\_ Credit Limit \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Company \_\_\_\_\_ Number of years trading \_\_\_\_\_ Credit Limit \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Company \_\_\_\_\_ Number of years trading \_\_\_\_\_ Credit Limit \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Credit limit applied for \_\_\_\_\_

Invoice currency **£ / US\$ / Euro** (delete as appropriate)

In applying for credit facilities we hereby acknowledge receipt of, and agreement to, the Ambic Equipment Ltd Terms and Conditions of Sale, a further copy of which is available on request or via our website [www.ambic.co.uk](http://www.ambic.co.uk). We acknowledge that any credit facility granted to us will be stopped should the account exceed the agreed credit limit or if payments fall into arrears. We acknowledge that Ambic Equipment Ltd and its associated companies worldwide may make use of data concerning our organisation and its personnel for the purposes of this application and related contracts of sale and purchase of goods. The information given above is full and correct to the best of our knowledge.

Signed \_\_\_\_\_  
 (Company Director or Duly Authorised Signatory)

Position \_\_\_\_\_

Name in Block Capitals \_\_\_\_\_

Date \_\_\_\_\_

**AMBIC EQUIPMENT LIMITED – TERMS AND CONDITIONS OF SALE**

The following terms and conditions apply to all transactions for the purchase of goods or products from Ambic Equipment Limited and shall become binding once an order is accepted by Ambic Equipment Limited. The placing of an order for goods indicates your acceptance of these terms and conditions. Please retain a copy for your records.

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In these terms and conditions, unless the context requires otherwise, the following words have the following meanings:
  - 1.1.1 **"Buyer"** The person, firm or company which purchases the Goods as specified in the Order and in accordance with these terms and conditions;
  - 1.1.2 **"Goods"** The goods or products or any part thereof agreed to be sold by the Seller to the Buyer in accordance with an Order;
  - 1.1.3 **"Incoterms"** International rules for the interpretation of the most commonly used terms in international trade. The scope of Incoterms is limited to matters relating to the rights and obligations of the parties to the contract of sale with respect to delivery of goods sold. See <http://www.iccwbo.org/incoterms/03045/index.html>
  - 1.1.4 **"Order"** A contract or series of contracts for the supply of Goods by the Seller to the Buyer to which these terms and conditions apply
  - 1.1.5 **"Seller"** Ambic Equipment Limited, a company registered in England and Wales under company number 01381911 and whose registered office is at 1 Parkside, Avenue Two, Station Lane, Witney, Oxfordshire OX28 4YF.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking into account any amendment.
- 1.3 A reference to one gender includes a reference to the other gender or to the neuter.
- 1.4 Clause numbers and headings do not affect the interpretation of these conditions.
- 1.5 Subject to any variation under clause 1.9 these conditions are the only conditions upon which the Seller is willing to sell its Goods to the Buyer and they shall govern the Order to the entire exclusion of all other terms and conditions (save for the terms of any relevant Incoterms provisions which the Buyer and Seller have agreed shall apply to an Order).
- 1.6 No terms or conditions endorsed upon, delivered with or contained in the Buyer's request for Goods or acceptance form or similar document shall form part of the Order and the Buyer waives any right it might have to rely on its terms and conditions for purchase.
- 1.7 An order for Goods shall be deemed conclusive evidence of the Buyer's acceptance of these terms and conditions.
- 1.8 For the avoidance of doubt, these terms and conditions shall apply to any Orders placed by the Buyer whether in writing or orally which shall become binding if accepted by the Seller. Such acceptance shall be carried out by the issue of an acknowledgement of Order by the Seller to the Buyer.
- 1.9 Any variation to these conditions shall have no effect until expressly agreed in writing and signed by a director or authorised signatory of the Seller.
- 1.10 Each right or remedy of the Seller under these terms and conditions is without prejudice to any other right or remedy of the Seller whether under these terms and condition or not.
- 1.11 If any provision of these terms and conditions 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, in the first instance be modified to the minimum extent necessary to make it valid, legal and enforceable, and if such modification is not possible it shall, to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable from the remaining provisions of these terms and conditions and the remainder of these provisions shall continue in full force and effect.
- 1.12 Failure or delay by the Seller in enforcing or partially enforcing any provision of these terms and conditions shall not be construed as a waiver of any subsequent breach or default and shall in no way affect the other provisions of these terms and conditions.
- 1.13 The Seller may at any time assign, transfer, charge or sub-contract or deal in any other manner with all its rights and obligations under an Order. The Buyer may not at any time assign, transfer, charge or sub-contract or deal in any other manner with all its rights and obligations under an Order except with the prior consent of the Seller.
- 1.14 The parties to these terms and conditions do not intend that any term of these terms and conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not party to them.

**2 ESTIMATES, QUOTATIONS AND ORDER PROCESS**

- 2.1 Orders are accepted subject to supplies of the Goods and/or the materials required to manufacture the Goods being available.
- 2.2 Upon specific request from the Buyer the Seller shall provide a written quote to the Buyer setting out the price payable for the Goods (including details of the quantity of Goods to be supplied and proposed delivery terms). This quote shall also specify any particular Incoterms which shall apply to the Order. Quotes shall be valid for 30 days only unless specified otherwise.
- 2.3 Where the Buyer has specified that the Goods shall be of a certain colour or size such specifications shall be subject to reasonable commercial variation, other than where specifically agreed with the Seller; the Seller has the right to amend such specification if required to comply with any applicable statutory or regulatory requirement.

**3 PRICING AND PAYMENT**

- 3.1 The price payable by the Buyer for the supply of the Goods shall be as specified in any quote supplied to the Buyer in accordance with clause 2.2 above or, in the absence of a quote or where the quote is no longer valid, as agreed between the Seller and Buyer each time the Buyer places an Order.
- 3.2 Unless otherwise agreed in writing payment for the goods will be due on receipt of the Order by the Seller, and the Seller will provide the Buyer with a pro-forma invoice for this purpose. The Buyer shall pay each invoice in full together with any VAT at the appropriate rate and other expenses to the Seller and the time of payment shall be of the essence.
- 3.3 Unless otherwise agreed between the parties invoices will be raised and dated by the Seller on the date of dispatch of the Goods.
- 3.4 If the Buyer fails to pay any sums due by the due date or does not comply with any other obligation imposed on the Buyer then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to withhold the supply of any Goods to be supplied or delivered to the Buyer until such payment is made.
- 3.5 In the event of late payment the Seller reserves the right to charge to the Buyer all reasonable debt recovery costs.
- 3.6 The Seller reserves the right to charge interest to the Buyer on any sums, fees or other charges which are not paid on the due date under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will be charged, on a daily basis from the date such payment was due until payment is received, at the statutory rate of eight per cent (8%) per annum above the Bank of England base rate (the "reference rate") set from time to time.
- 3.7 Where payment for Goods is to be made by instalments the full amount due to the Seller shall become immediately payable in the event that the Buyer (being a Company) goes into liquidation or (being an individual) has a Receiving Order made against him or her, or purports to give or create any mortgage or charge over the Goods supplied by the Seller or commits an Act of Bankruptcy, or if the Buyer misses an agreed instalment date for payment.
- 3.8 No disputes arising under or in connection with an Order nor delays beyond the reasonable control of the Seller shall release the Buyer from its obligation to ensure prompt payment in full to the Seller on the agreed due date or dates for payment for the Goods.
- 3.9 The Buyer shall not be entitled to make any deduction from the price in respect of any set off or counterclaim unless both the validity and the amount thereof have been admitted in writing by the Seller.

**4 DELIVERY**

- 4.1 The Seller or its agent shall deliver the Goods to any premises (whether in the United Kingdom or worldwide) as notified to the Seller by the Buyer and unless otherwise agreed the Buyer shall be liable for any costs incurred by the Seller in relation to carriage, postage and packing and any other applicable taxes and duties.
- 4.2 Unless otherwise agreed in writing Goods for UK delivery to a Buyer, who is not a consumer, will be deemed to have been delivered on despatch from the Company's warehouse.
- 4.3 If the UK Buyer is a consumer, delivery will be to the address supplied by the Buyer to the Seller on placing the Order.
- 4.4 The Seller's default terms of delivery for exports are FCA Free Carrier (Witney) however from time to time the Buyer and Seller may agree that different incoterms shall apply to the Order. Where different incoterms are to apply these will be either set out by the Seller in any quote supplied to the Buyer in accordance with clause 2.2, or in the absence of a written quote, shall be agreed by the Buyer and Seller at the time of the placing of the Order in accordance with clause 3.1.
- 4.5 Any time or date for delivery given by the Seller is an estimate only and the Seller shall not be liable for the consequences of any delay how so ever caused. In particular, the Seller shall not be liable for any loss whether direct, indirect or consequential arising from any failure by the Seller to deliver the Goods to the Buyer on a specific date or at a specific time.
- 4.6 The Seller shall not be liable for non-delivery of the Goods where such non-delivery is caused by the Buyer not providing adequate instructions, documents, licences or authorisations, or a Force Majeure.
- 4.7 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, then risk in the Goods will pass to the Buyer and the Seller may store the Goods until delivery is accepted, and the Buyer will be liable for all related costs of storage, failed delivery costs and subsequent delivery costs.
- 4.8 The Seller reserves the right to arrange for delivery of the Goods by any route and in any number of instalments and where Goods are to be delivered in two or more instalments proper payment of all sums due to the Seller within any prescribed time limit for payment agreed by the Buyer and Seller shall be a condition precedent for further deliveries.

**5 TITLE AND RISK**

- 5.1 In the absence of any specific Incoterms set out in any quote provided in accordance with clause 2.2 or agreed by the Buyer and Seller in accordance with clause 3.1 risk in the Goods shall pass to the Buyer when the Goods leave the Seller's premises and the Buyer, who is not a consumer, shall be responsible for insuring the Goods from this point in time onwards.
- 5.2 Where the Buyer is a consumer then the Seller will be responsible for insuring the Goods until delivered.
- 5.3 Notwithstanding any agreed terms of payment, the title in any Goods sold or supplied by the Seller shall not pass to the Buyer until the whole of the purchase price for all of the Goods supplied shall have been paid in full and cleared funds received in the Seller's bank account.
- 5.4 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 9.2, then the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately.
- 5.5 Until payment in full for the Goods is made to the Seller, the Buyer shall hold the Goods on trust for the Seller and shall keep them safe and secure at all times, and shall not deface or obscure any identifying mark on the Goods or packaging.
- 5.6 Until title has passed to the Buyer, the Buyer shall not sell the Goods, but in the event the Buyer purports to sell the Goods, prior to title passing, the Seller, at its option, may permit title to pass, and whether or not it does so opt, the Buyer shall hold the proceeds of the sale received on trust for the Seller to the extent necessary to discharge the outstanding sum due to the Seller for the Goods.
- 5.7 Where the Goods are mixed with others so as physically to lose their separate identity, whether or not they are sold by the Buyer, the Buyer or its receiver or liquidator shall hold the proceeds of sale or the necessary part of such mixed Goods on trust for the Seller.
- 5.8 In any case where the Buyer holds any goods or proceeds of sale on trust for the Seller, it shall deliver them to the Seller immediately upon request by the Seller.
- 5.9 Without prejudice to any other rights and remedies available to it, so long as title with the Goods remains in the Seller and the Buyer is in default of any of its obligations under these terms and conditions and/or the Order the Seller shall have the right with or without prior notice to the Buyer to re-possess the Goods and may (either itself or by its agents or employees) enter the Buyer's premises for this purpose.

**6 SHORTAGES, DEFECTS AND RETURNS OF DEFECTIVE OR INACCURATE GOODS**

- 6.1 The Buyer agrees that it shall inspect all Goods delivered to it by the Seller, and notify the Seller of any defects or inaccuracies within 3 working days of their arrival at their premises or other agreed place for delivery.
- 6.2 The Seller will in its absolute discretion either make good or replace free of charge any defective Goods (or alternatively provide a refund or credit note for such defective Goods) provided that samples of any Goods complained of are sent to the Seller at the cost of the Buyer and accompanied by full details of the complaint within seven days following delivery.
- 6.3 If a complaint is not made to the Seller in accordance with these terms and conditions then the Goods shall be deemed to be accepted by the Buyer and to be in accordance with the Order and the Buyer shall be bound to pay for the Goods accordingly.

- 6.4 Where a consignment of Goods delivered to the Seller contains some defective or inaccurate Goods and some Goods which are accurate and working the Buyer shall be entitled to reject only those Goods which do not so conform or are defective, and will be liable to pay the purchase price for the remainder.
- 7 **GENERAL EXCLUSIONS AND LIMITATION OF LIABILITY**
  - 7.1 To the maximum extent permissible in law all conditions and warranties which are to be implied by statute or otherwise by general law into these terms and conditions or relating to the Goods are excluded. Notwithstanding this, subject to clause 2.3, any Goods supplied under these terms and conditions will conform substantively to any specifications given in relation to them.
  - 7.2 The total liability which the Seller shall owe the Buyer in respect of any claims under each Order shall not exceed the purchase price paid by the Buyer for the Goods, subject to clause 7.3.
  - 7.3 Save for death or personal injury caused by the negligence of the Seller, the Seller shall not be liable for any loss or damage or consequential loss of any kind arising in contract, tort or breach of statutory duty (whether direct or indirect) incurred or suffered by the Buyer or any other person as a result of any fault or defect in the Goods or any negligence of the Seller or its servants or agents. Such loss, damage, or consequential loss as a result of fraud or fraudulent misrepresentation and breach of the terms implied by section 12 of The Sale of Goods Act 1979 cannot be excluded
- 8 **FORCE MAJEURE**
  - 8.1 The Seller shall be under no liability to the Buyer and reserves the following rights in the event that the Seller is prevented from or delayed in carrying out its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the Seller's workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors:
    - 8.1.1 The right to defer the proposed date of delivery of the Goods; and
    - 8.1.2 The right to cancel or vary the Order.
- 9 **TERMINATION OF ORDERS BY THE SELLER**
  - 9.1 The Seller may without prejudice to its other rights and remedies cancel an Order if there is any breach by the Buyer of the terms of the Order.
  - 9.2 In the event of the Buyer (being a Company) going into liquidation or (being an individual) having a Receiving Order made against him or her, or purporting to give or create any mortgage or charge over the Goods supplied by the Seller or having committed an Act of Bankruptcy the Seller shall be entitled to cancel any Order in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Seller.
  - 9.3 The Seller reserves the right to discontinue deliveries of any Goods the manufacture, sale or use of which in its opinion would involve the infringement of the intellectual property rights of third parties.
  - 9.4 The Seller may cancel the order as otherwise set out in these Terms & Conditions.
  - 9.5 If the contract is terminated, the Buyer is liable for all outstanding invoices and interest (except where it is terminated in accordance with the new consumer contracts legislation and the Goods are returned).
  - 9.6 Termination of the Contract shall not affect the parties' rights, remedies, obligations and liabilities that have accrued up to termination.
  - 9.7 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect on termination.
- 10 **THE BUYER'S CANCELLATION RIGHTS**
  - 10.1 If the Buyer is a consumer the provisions in this clause 10 shall apply.
    - 10.1.1 The Buyer has a legal right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out in the table below. This means that during the relevant period if the Buyer changes its mind or decides for any other reason that it does not want to receive or keep the Goods, the Buyer can notify the Seller of its decision to cancel the contract and receive a refund.
    - 10.1.2 The Buyer's legal right to cancel a contract starts from the date of the Despatch Confirmation (the date on which the Seller sends a Despatch Note via post or email to the Buyer to confirm its acceptance of the Order), which is when the contract between the Seller and the Buyer is formed. The Buyer's deadline for cancelling the contract then depends on what it has ordered and how it is delivered, as set out in the table below:

Contract	End of the cancellation period
The contract is for a single Good (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which the Buyer receives the Good.
The contract is for either of the following: One Good which is delivered in instalments on separate days; or Multiple Goods which are delivered on separate days.	The end date is 14 days after the day on which the Buyer receives the last instalment of the Good or the last of the separate Goods ordered.

- 10.2 This right to cancel does not apply to Goods made to the Buyer's specification, that have been clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly.
- 10.3 If the Buyer wishes to exercise the right of cancellation, it is obliged to retain possession of the Goods and take reasonable care of them.
- 10.4 To exercise the right to cancel, the Buyer must inform the Seller of its decision to cancel the contract by a clear statement, including details of its name, geographical address, details of the order it wishes to cancel and, where available, its phone number and email address. See sample cancellation form at the end of this document.
- 10.5 The Buyer can cancel by sending the information required in clause 10.5 in an e-mail to "sales@ambic.co.uk", or by sending a letter to Ambic Equipment Limited, 1 Parkside, Avenue Two, Station Lane, Witney, Oxfordshire, OX28 4YF, or by telephoning +44 (0) 1993 776555.
- 11 **REFUNDS POLICY**
  - 11.1 If the Buyer is a consumer the provisions in this clause 11 shall apply.
  - 11.2 If the Buyer cancels a contract in accordance with clause 10, the Seller shall:
    - 11.2.1 Refund the Buyer the price it paid for the Goods. However, the Seller is permitted by law to reduce the amount of the refund to reflect any reduction in the value of the Goods, if this has been caused by the Buyer handling them in a way which would not be permitted in a shop;
    - 11.2.2 Refund any delivery costs the Buyer has paid, although, as permitted by law, the maximum refund will be the cost of delivery by the least expensive delivery method the Seller offers (provided that this is a common and generally acceptable method). For example, if the Seller offers delivery of Goods within 3-5 days at one cost but the Buyer chooses to have the Goods delivered within 24 hours at a higher cost, then the Seller will only refund what the Buyer would have paid for the cheaper delivery option;
    - 11.2.3 Make any refunds due to the Buyer as soon as possible and in any event within the deadlines indicated below:
      - 11.2.3.1 If the Buyer has received the Goods: 14 days after the day on which the Seller receives the Goods; or from the Buyer or, if earlier, the day on which the Buyer provides the Seller with evidence that it has sent the Goods back;
      - 11.2.3.2 If the Buyer has not received the Goods: 14 days after it informs the Seller of its decision to cancel the contract.
    - 11.2.4 If Goods have been delivered to the Buyer before it decides to cancel the contract:
      - 11.2.4.1 The Buyer must return Goods to the Seller without undue delay and in any event not later than 14 days after the day on which the Buyer let the Seller know that it wishes to cancel the contract; and
      - 11.2.4.2 The Buyer will be responsible for the cost of returning the Goods to the Seller. If the Goods are ones which cannot be returned by post, the Seller estimates that if the Buyer uses the carrier which delivered the Goods to it, these costs should not exceed the sums the Seller charged the Buyer for delivery.
- 12 **TECHNICAL SUPPORT**
  - 12.1 The Seller at the Buyer's request may provide technical advice from time to time in relation to use of the Goods, but it is expressly agreed that there is no obligation for the Seller to provide any such advice and that if any advice or assistance is given (which will be without charge) it shall be given and accepted at the Buyer's risk and the Seller shall not be responsible or liable for the advice or assistance given or any consequences of reliance on such advice.
- 13 **INTELLECTUAL PROPERTY RIGHTS**
  - 13.1 All drawings, designs and specifications in the Goods shall remain the intellectual property of the Seller and shall not be used, disclosed, given, copied or sold by the Buyer to any third party without the Seller's written consent.
- 14 **NOTICES**
  - 14.1 Any notice to be given under this agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile to the registered office address of the relevant party, or in the absence of a registered office address to the address notified by each party to the other or to the relevant facsimile number set out in the Order, or such other address or facsimile number as each party may from time to time notify the other party of in accordance with this clause.
  - 14.2 Notices sent out as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of facsimile).
- 15 **JURISDICTION**
  - 15.1 These terms and conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts to which the parties submit.

Sample Consumer Cancellation Form		Download a copy at <a href="http://www.ambic.co.uk/legal.html">www.ambic.co.uk/legal.html</a>
To: Ambic Equipment Limited, 1 Parkside, Avenue Two, Station Lane, Witney, Oxfordshire, OX28 4YF		
I/we* hereby give notice that I/we* cancel my/our* contract of sale of the following:		
Goods.....	.....	
Ordered on*/received on*.....	.....	
Name of consumer(s).....	.....	
Address of consumer(s).....	.....	
Signature of consumer(s).....	Date.....	.....
*delete as appropriate		