



Unit 26 Colemeadow Road, Redditch, Worcestershire, B98 9PB
Tel: 01527 69634 Fax: 01527 69635
E-Mail accounts@mortek.co.uk

Application to open a trading account

Company Name:

Address:.....
.....

Trade Reference 1

Trade Reference 2

Name:

Name.....

Address:

Address:

.....
.....

.....
.....

Tel:

Tel:.....

Bank Reference

Bank Name:

Sort Code:

Account Name:

Account Number:

Completed By:

Name:

Signed:

Dated:

I agree to be bound by the Terms and Conditions of Sale, which are available on request.

Our Details

Bank: HSBC plc. Sort Code: 40-43-54. A/C No: 71558056
VAT Reg No: 850 0791 38
Company registered in Cardiff number: 5253249

Mortek Ltd Terms and Conditions of Sale

Any Conditions entered into between Mortek Ltd, (herein called The Company) and any person, firm or company (herein called The Buyer) will be subject to the Terms and Conditions of sale as set out below.

1. PRICES

Unless otherwise specified by the Company in writing, all prices quoted are Net, exclusive of Value Added Tax. All prices quoted are, unless stated in writing, subject to variation without prior notice. In all other instances prices ruling at the date of delivery apply. Each quotation is for the stipulated quantities only and will not apply to any different quantity or any other order or enquiry.

2. VALIDITY OF QUOTATION

The Company reserves the right to refuse the Buyer's acceptance of a quotation unless such a quotation stated to be open for a specific period and is not withdrawn in such period. No binding contract shall be created by the acceptance by the Buyer of the Company's quotation until such notice of acceptance of the offer has been given in writing which shall have been signed by the Company's duly authorised representative or the Company has indicated its acceptance of the offer by making delivery or part delivery of the goods in the event that no quotation is given by the Company and it has received an order from the Buyer. All deliveries are made subject to these conditions of sale.

3. CREDIT ACCOUNTS

The purchase of goods or service on credit will be deemed to be acceptance of these Terms and Conditions of Sale and in particular acceptance of the Terms of Payment. Customers to whom credit facilities have been granted must settle accounts within 30 days from the date upon which the goods were invoiced (the due date). In the event of any amount remaining unpaid after the due date for payment, then payment for all goods delivered at any time by the Company (including goods delivered after those to which the unpaid amount relates) shall forthwith become due and the buyer shall be liable to pay interest to the Company at the rate of 4% above the base lending rate of H.S.B.C. plc, from time to time on all monies then due by the Buyer to the Company from the date or dates upon which monies became due until payment is made in full.

4. CREDIT

Any contract shall be subject to the Company being satisfied as to the Buyer's credit worthiness and without prejudice to the generality of the foregoing the Company may in its absolute discretion, having informed the Buyer that the goods are ready for delivery, refrain from delivering the goods until such time as the Buyer tenders the purchase money to the Company in a form satisfactory to the Company. The Company reserves the right to refuse to deliver if the Buyer's account is overdue or credit is unsatisfactory.

5. RESERVATION OF TITLE

The Company at all times reserves the legal and beneficial ownership in goods sold by it until payment has been made by the Buyer in full of all sums owing by the Buyer to the Company. The Buyer shall hold the goods as bailee for the Company, but shall have the liberty to transfer the ownership of the goods in the normal course of trading. Proceeds of any such sale shall be held by the Buyer for the account of the Company, to be applied first in payment of all sums due from the Buyer to the Company. The Buyer irrevocably appoints the Company its attorney for the purpose perfecting the Company's title to any such proceeds of sale.

6. SUPPLY

The Company can accept no responsibility for loss consequential or otherwise resulting from failure to supply goods, services, material or equipment.

7. DELIVERY

Delivery dates are promises given in good faith by the Company to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the time stated. The Company will accept no liability for direct or consequential loss or damage arising from delay in delivery.

8. RETURNS

Any goods supplied in accordance with an order cannot be returned without the Company's written consent. Application for such consent can be considered only within 14 days from date of invoice and must be in writing and stating date and number of invoice on which the goods were supplied, along with an explanation for return, but it is not in any event incumbent on the Company to accept the return of any goods.

9. CLAIMS

The Buyer will state the purpose for which the goods are being purchased. Any claim to the effect that the goods do not conform to the description or specification shall be limited to the invoice value or to the proportion of such value as may be related to the quantity or proportion of the goods concerned. Settlement of any such agreed claim shall be either by replacement of the goods concerned or by an appropriate price allowance at the Company's discretion. The Company shall not be responsible for consequential damage under any circumstances.

10. CONTRACT CONDITIONS

Any variations or conditions intended to be introduced by the Buyer form no part of the contract of sale between the Company and the Buyer unless the Company has agreed such variation or condition in writing. None of the Company's employees or agents has the authority to bind the Company by an oral agreement at variance to these conditions of sale.

11. LAW

These Terms and Conditions will be construed in accordance with the laws of England.

12. LIABILITY FOR LOSS & DAMAGE DURING TRANSIT

The company shall not be responsible for any loss or damage during transport.