

WINN & COALES (DENSO) LTD
DENSO HOUSE, CHAPEL ROAD, WEST NORWOOD, LONDON SE27 OTR

REQUEST FOR NEW ACCOUNT

Tel: 020 8670 7511

Email: csulley@denso.net

Customer's full name and address:		Invoice/Statement name & address (if different):	
Postcode:		Postcode:	
Phone:	Website:	Phone:	Email:
Purchasing Contact:		Position:	Email:
Accounts Contact:		Position:	Email:
Company Type:		Registered No:	VAT No:
Monthly Credit required:		How long in business:	
Bank :		Holding Company - if applicable	
Address:			
Account No:		Sort Code:	
Two Trade References - Please supply full name and address and email of Suppliers			
(1)		(2)	
Email:		Email:	
Phone:		Phone:	
<u>Please attach a sheet of your company letter headed paper</u>			
Date first order is to be placed:			
WE AGREE TO WINN & COALES (DENSO) LTD PAYMENT TERMS AND CONDITIONS OF SALE AS OVERLEAF We also agree to you obtaining independent credit information should it be required			
Signed:		Position:	
Print Name:		Date:	
<u>For Office Use Only</u>			
Date received by Accounts.....		Rep's Name:	
Date References requested:		Date References received:	
Credit limit given:.....		Date information passed to Sales Office:	
Authorised by:		Date:	

CONDITIONS OF SALE

1. Definitions

In these Conditions, the Company means WINN & COALES (DENSO) LTD, the Customer means the purchaser of any Goods from the Company and the Goods means any products sold by the Company to the Customer and the Contract means the contract for the sale and purchase of the Goods.

2. Basis of the Sale

No Contract shall come into existence until the Customer's order has been accepted by the Company. The Company's acceptance of the said order shall be solely on the basis of the Terms and Conditions set out herein, which shall be deemed to be agreed to by the Customer on the order of the Goods, unless expressly varied by the Company in writing prior to the formation of the Contract.

3. Specifications

The specifications and quality of the Goods shall be maintained where possible but the Company reserves the right as necessary to vary the specification or to substitute any materials or component provided that no such variation or substitution shall materially affect the characteristics or diminish the quality or performance of the Goods.

4. Prices

The Company shall be entitled to alter prices without notice, and Goods will be invoiced at the price ruling at the date of despatch. Subject to the provisions of Clause 5 all prices quoted are subject to any relevant Value Added or Sales Tax which the Customer shall be additionally liable to pay to the Company should the relevant regulations or legislation require the Company to charge such Value Added or Sales Tax on supplies of Goods.

5. Evidence of Exportation

In the event of the export of Goods from the United Kingdom by a resident customer or agency on behalf of overseas clients within the European Community where VAT has not been charged at the time of invoicing Goods then the Company shall receive from the Customer evidence of exportation of the said Goods which shall include details of the customer's and its customers VAT number.

6. Carriage

Unless otherwise agreed, all carriage charges will be paid for by the Customer. If Express delivery is required by the Customer the extra charge incurred thereby will be paid for by the Customer.

7. Delivery

- (a) The Company will endeavour to meet the estimated date of delivery, but shall be under no liability in the event of delay. Accordingly, time for delivery shall not be of the essence unless previously agreed by the Company in writing.
- (b) The Customer shall notify the Company within 2 days of the date of delivery in the event of any discrepancy in or damage to the Goods delivered and within 14 days of the date of invoice in the event of non-delivery of Goods. Failure to notify will result in the Goods being approved by the Customer.

8. Cancellation, Alteration or Suspension of Orders

No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company 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 the Company as a result of cancellation.

9. Payment

The Customer shall make payment in full by the 20th day of the month following the date of invoice unless otherwise agreed in writing with the Company.

10. Default

The Company reserves the right (without prejudice to its other rights and remedies) either to terminate the Contract between the parties or to suspend further deliveries under it or require payment in advance in the event that the Customer fails to pay for any one delivery when the same becomes due or the Customer's circumstances become unsatisfactory to the Company or if the Customer, being a Company goes into liquidation or has a receiving order made against him or enters into any arrangement or composition with creditors.

11. Ownership of Goods

- (a) The risk in the Goods shall pass to the Customer on delivery of the Goods to the Customer.
- (b) Notwithstanding delivery and the passing of risk the ownership of the Goods shall remain with the Company, which reserves the right to dispose of the Goods until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Customer for which payment is then due or until such time as the Customer sells the Goods to its Customers by way of bona fide sale at full market value. If such payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or resell the Goods or any of it and may enter upon the Customer's premises by its servants or agents for that purpose. Such payments shall become due immediately upon the commencement of any act or proceeding in which the Customer's solvency is involved. If any of the Goods before such payment, the property in the whole of such Goods shall be and remain with the Company until such payment has been made. If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available, the Company shall be entitled to:
 - i Cancel the Contract or suspend any further deliveries to the Customer;
 - ii) Appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and
 - iii) Charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of 4% per annum over the Barclays Bank base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

(c) Until the Company is paid in full for all the Goods the relationship of the Customer to the Company shall be fiduciary in respect of the Goods or other Goods in which they are incorporated or used and if the same are sold by the Customer the Company shall have the right to trace the proceeds thereof according to the principles in *Re Hallett's Estate* (1880)13 Ch D696 (1874-80) All ER Rep 793. A like right for the Company shall apply where the Customer uses the Goods in any way so as to be entitled to payment from a third party.

12. Insurance

Notwithstanding anything to the contrary herein contained and until full payment has been made the Customer shall keep all the Goods fully insured and shall indemnify the Company against loss or damage thereto however arising.

13. Assignability

The Contract on which these Conditions form part is personal to the Customer who shall not assign the benefit thereof without the Company's prior written consent.

14. Return of Goods

Goods may only be returned for credit with the Company's permission and the Company shall be entitled to charge the Customer in respect of extra handling, transport, repacking, and other related costs. No Goods are supplied on Sale or Return or on an exchange basis.

15. Warranty

In the event of any Goods, or part thereof, being accepted by the Company as defective, the Company will, at its cost and option, repair or replace the same or make a refund to the Customer of all or part of the purchase price for the same, always providing that:

- (a) Notification of the Claim is given to the Company within 90 days of delivery.
- (b) The Company is satisfied that the defect is due to some condition present in the Goods prior to delivery and that the Goods have been used in a normal and proper way and maintained and kept in satisfactory condition and not interfered with or altered since delivery.
- (c) The liability of the Company as a result of any defect in the Goods or otherwise arising under the Contract shall in no circumstances exceed the direct cost to the Company of replacing the defective Goods and the Company shall not be liable to the Customer for any loss of profit, expenditure incurred or damage of any kind whether direct or consequential.
- (d) Save as aforesaid the Company shall have no liability whatsoever for or as a result of the condition of the Goods or their fitness or suitability for any particularly purpose and all Conditions, Warranties and representations whether expressed or implied by statute or otherwise are hereby expressly excluded.

16. Force Majeure

Deliveries of Goods may be totally or partially suspended by the Company during any period in which it may be prevented or hindered from obtaining, manufacturing, supplying or delivering the Same through any circumstances beyond its reasonable control including strikes and lockouts but during such period of total or partial suspension or delivery the Customer shall, after giving the Company notice of its intention so to do, be at liberty to purchase elsewhere at its own cost and risk such quantities of the said Goods of which deliveries are suspended. Irrespective of whether the Customer makes any such arrangement as aforesaid the Company shall not be under any liability arising out of its failure to deliver in such circumstances.

17. Arbitration

In the event of a dispute arising between the Company and the Customer concerning any Contract then that dispute shall be submitted to and decided by arbitration in terms of this Clause:

- (a) The arbitration shall be held in London.
- (b) The Arbitrator shall be an independent suitably qualified person agreed upon by the parties and failing agreement shall be appointed at the request of either party by the President of the Law Society.
- (c) The decision of those arbitration proceedings shall be binding upon the parties to the dispute, shall be carried into effect and can be made an order of any Court of competent jurisdiction.

18. General

- (a) No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- (b) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

19. Legal Construction

The Contract shall in all respects be construed and operated as an English Contract and in conformity with English Law.

DATE: 4-93 REF:WCCOS