

APPLICATION FOR OPEN ACCOUNT TERMS

LEGAL NAME: _____
TRADING NAME: _____
BILLING ADDRESS: _____
TELEPHONE NO: _____ FAX NO: _____
DATE OF REGISTRATION: _____ VAT REG. NO: _____
COMPANY REGISTRATION NO: _____
WEB SITE ADDRESS: www. _____
EMAIL ADDRESS: _____

PROPRIETORS NAME (FOR NONE LIMITED COMPANIES) _____
PROPRIETORS ADDRESS: _____

TRADE REFERENCES:
1. _____ 2. _____

TEL: _____ FAX: _____ TEL: _____ FAX: _____
BANK DETAILS:
3. _____

TEL: _____ FAX: _____ ACCOUNT NO: _____

THE FOLLOWING INFORMATION WILL ASSIST US IN BETTER SERVICING YOUR BATTERY REQUIREMENTS:

BOUGHT LEDGER CONTACT _____ BOUGHT LEDGER EMAIL: _____
PURCHASING CONTACT: _____
TELEPHONE NO: _____
ANTICIPATED MONTHLY CREDIT LIMIT: _____
BATTERIES PRIMARILY USED FOR: _____
TYPE OF BUSINESS: _____

The undersigned hereby request you to facilitate Open Account terms. The undersigned having read the terms and conditions of sales as printed overleaf accept these as the basis of trading. Title to the goods remains with The Battery Company Limited until all sums due to Battco Limited in respect of those goods have been received. Battco Limited reserves the right, without prejudice, to any other remedies to recover goods when any sum due remains unpaid. The undersigned agrees that our Trading Terms and Conditions over-ride their Purchasing Conditions.

Authorised Signature: _____ Title: _____
Print Name: _____ Date: _____

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

(a) The seller. BATTCO LIMITED

(b) The buyer. The party agreeing to purchase the goods

(c) The sale contract. The letter, quotations, invoices or other documentation which are subject to the terms and conditions hereafter.

(d) The goods. The goods to be purchased by the buyer.

2. Acceptance of the goods by the buyer indicates unqualified acceptance of the terms and conditions herein.

3. The terms and conditions herein shall not be affected by any previous dealings between the seller and the buyer.

4. The seller will not be bound by any quotations given but shall have the power to vary or withdraw the quotation at its discretion.

5. The seller reserves the right to alter its prices without prior notice.

6. At the sellers discretion the sellers invoices should be paid without discount within 30 days of the date of delivery of the goods. The buyer agrees that it will not be entitled for any reason to make any deduction or withhold payment to the seller. Time for payment shall be of the essence of the contract.

7. RETENTION OF TITLE TO THE GOODS

(i) notwithstanding delivery and the passing of risk in the goods, the seller shall remain the sole and absolute owner of the goods and title shall not pass to the buyer until the seller has received in cash or cleared funds the agreed price of the goods agreed to be sold by the seller to the buyer.

(ii) Where the seller has made or makes several supplies of goods to the buyer any payment by the buyer shall be set against the earliest indebtedness of the buyer first.

(iii) The buyer shall be a fiduciary agent and the bailee of the goods for the seller until title has passed to the buyer and subject to sub-clauses (vii) below shall store the goods on its premises separately from its own goods or those of other persons and shall ensure that the goods are safe from risk or harm and clearly identifiable as the goods of the seller.

AP (iv) If the buyer is a company it must give 14 days notice to the seller before it or its directors or any creditor with its knowledge makes an application to the court for the appointment of an administrator. The buyer shall not be entitled to remain in possession of the sellers goods from the date of the notice and the appointment of an administrator without giving such notice shall be deemed to be a fundamental breach of contract.

proposal to (v) The buyers right to possession of the goods shall cease on the occurrence of the earliest of the following events; (a) if being an individual he makes to his creditors for a voluntary arrangement of his affairs or a petition is presented for bankruptcy order to be made; (b) if being a company it makes a proposal to its creditors for a voluntary arrangement of its affairs or a petition is presented for its winding up or for an administration order to be made in respect of or it passes a resolution for winding up (other than in circumstances previously approved in writing by the seller); (c) if the buyer has a receiver appointed over all or any part of the buyers assets; (d) subject to sub-clause (vii) below, if the buyer does or fails to do anything which may in anyway imperil the title of the seller to the goods.

has (vi) Until such time as the property in the goods passes to the buyer (and provided the goods are still in existence and have not been resold) the seller shall be entitled at any time to require the buyer to delivery to goods to the seller and, if the buyer fails to do so forthwith, to enter upon any premises where the buyer stored the goods or the seller reasonably believes the goods to stored in order to repossess the goods without being liable for loss.

he to and (vii) The buyer may resell the goods on commercially reasonable terms or use the goods in the ordinary course of its business. If the buyer resells the goods shall sell as principle in relation to the sub-purchaser but as between the seller and the buyer the buyer shall sell as fiduciary agent and the buyer shall account to the seller for the proceeds of the sale of goods for any insurance proceeds and shall keep all such proceeds separate from any monies or property of the buyer third parties.

to (viii) The seller shall be entitled to maintain an action for the price of the goods or for damages or breach of contract notwithstanding that title has not passed to the buyer.

of (ix) If any provision of this clause 7 is held in any competent authority to be invalid or unenforceable in whole or in part for any reason whatsoever the validity of the other provisions of this clause and the remainder of the provision in question shall not be affected thereby.

8. Goods are delivered to the buyer when the seller makes these available to the buyer or any agent of the buyer or any carrier (who will be the buyers agent who ever pays his charges) at the seller's premises or other delivery point agreed by the seller.

9. Risk in the goods passes when they are delivered to the buyer.

10. Any dates stated by the seller for the delivery of the goods are approximate only and do not form part of the contract.

11. If the buyer fails to take delivery of the goods or any part of them on the due date or to provide any instructions, documents and licences, consents or authorisations required to enable the goods to be delivered on the due date the seller shall be entitled on giving written notice to the buyer to store or arrange for the storage of the goods and

(i) risk in the goods will pass to the buyer

(ii) delivery will be deemed to have taken place

(iii) the buyer will pay to the seller all costs and expenses including storage and insurance charges arising from the failure.

12. The seller will not be liable when any goods are lost or damaged in transit and all claims by the buyer must be made against the carrier.

13. DEFECTS IN GOODS

(i) Any claim for non-delivery of the goods must be notified in the writing by the buyer to the seller within 7 days from the date on which the goods were to be delivered.

within (ii) Any claim that the goods have been delivered in a damaged state or are not of correct quantity or do not comply with their description must be notified 14 days of delivery.

inspection t (iii) Any alleged defects must be so notified with 14 days of the delivery of the goods. If it is alleged that the defect was not reasonably apparent on the seller must be so notified within 14 days from the time the defects were reasonably apparent or come to the buyers attention.

(iv) Any claim must be in writing.

(v) The buyer must afford the seller reasonable opportunity and facility to investigate claims made by the buyer and if requested in writing by the seller must promptly return any goods which are the subject of any claim.

(vi) The seller shall not be liable for any defects unless a claim is made in accordance with this paragraph.

14. Under no circumstances will the seller be liable for:-

(i) Defects or damage from fair wear and tear or improper use by the buyer or failure by the buyer to comply with the instructions or advise of the seller or the manufacturer of the goods or any other neglect.

(ii) Goods which have been adjusted altered adapted or repaired by any party other than the seller.

(iii) The suitability of any goods for any particular purpose or use.

15. The seller shall not be liable to the buyer (other than liability for death or personal injury resulting from the seller's negligence) for any loss or damage of any nature

(a) arising from any breach of any express or implied warranty or condition of the contract.

(b) or any negligence breach of statutory or other duty on the part of the seller.

(c) or in any other way.

16. Interest on accounts not paid within agreed time will be charged from the date of delivery at the rate of 1.5% per month.

17. Goods are warranted for time stated on original quotation/documentation for the goods.

18. The terms and conditions, the contract and or any agreement are subject to English Law and the buyer consents to the exclusive jurisdiction of the English Courts in all matters regarding the goods.