

Account Application



ALL AREAS TO BE COMPLETED – MASTER COPY TO BE RETURNED BY MAIL

1. Company Name:.....	2. Status (i.e. Ltd, Partnership etc):
3. Accounts Address:..... Post Code:.....	4. Principle Directors/Partners – Positions:
Tel No:.....	Fax No:.....
5. Permanent Delivery Address (and special reqts):	6. Year of formation/incorporation:.....
..... Post Code:.....	7. If your company is part of a group or holding company, please give details:

8. If registered office details different from (3) please state full address:
 Registration Details:.....
 8:1 Company No:

8:2 VAT No:.....

9. Name of Accounts contact: Mr/Mrs/Miss Position:

Tel..... Ext: fax: Email:

10. Bank Information: Name:..... Account No:

Branch Address: Sort Code:

Post Code:..... In Name of:

11. Credit limit required: £..... 12. Payment Run Date:

13. Do you pay BACS? Yes No

14. Trade References: (please supply references in related industry and expenditure)

Name:	Name:.....
Address:	Address:
.....
Post Code:.....	Post Code:
Tel:..... Fax:	Tel:..... Fax:
Contact:	Contact:..... Expenditure: £.....

15. Qing Policy: Accounts are strictly 30 days month end unless otherwise approved.
 Account facilities cannot be approved without the submission of this fully completed document.
 Account facilities may be withdrawn where considered appropriate and debt/stock recovery procedures implemented.
To expedite first order, payment by credit card may be required.

**FOR EXPEDIENCY PLEASE RETURN THIS DOCUMENT BY FAX TO: 01242 224134 AND SUBSEQUENTLY POST MASTER COPY.
 GOODS MAY BE RELEASED PRIOR TO REFERENCES BEING CONTACTED, BY ARRANGEMENT.**

OFFICE USE ONLY

	1	2	3
Ref A			
Ref B			
Infocheck			

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 Concensus *

Comments

Credit Limit Agreed £.....

Authorised Name Date

I hereby declare that the information given is correct and also undertake to inform your company of any changes which effect the details given in this document. I also fully understand and accept the terms of payment and conditions of sale of Qing Cables Ltd, Issue 9, as printed below.

Signed:

Date:

Name:

Director:

TERMS AND CONDITIONS OF SALE

1. General

Any quotation given or order accepted by Qing Cables shall be deemed to incorporate these terms and conditions which will apply to the exclusion of any other terms and conditions. No variation of these terms and conditions shall apply unless confirmed in writing by a director of Qing Cables. The terms and conditions together with the terms and other matters contained in Qing Cables invoice and/or quotation and/or acceptance shall constitute the whole agreement between the parties and supersede any prior promises representations or undertakings whether written or oral.

2. Quotations

Quotations are valid for a period of 30 days from the date of issue unless previously withdrawn.

3. Prices and Payment

3.1 Prices quoted are net ex works. Unless otherwise agreed in writing carriage insurance packaging and any other costs will be charged as extra. All prices in Qing Cables' catalogues or price lists are subject to alteration or withdrawal without notice. All prices quoted are exclusive of VAT.

3.2 A stated drum length may vary and Qing Cables reserves the right to deliver 10% more or less than the quantity ordered and invoiced without any adjustment to the price quoted.

3.3 Should a design alter or a specification change on any product ordered by the Customer during the period between the order being placed and delivery, Qing Cables reserves the right to supply a product which in its opinion is similar to that which was originally ordered.

3.4 Payment in full shall be due not later than the end of the month following that in which the goods were invoiced: (i.e. 30 days month end) unless otherwise agreed.

We require payment to terms. Payment must be on time, in full and without any deduction, set off or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents, which will incur costs of 15% + VAT. Any costs incurred to collect the debt will be added to the debt plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court.

Qing Cables also reserves the right to levy an interest charge at the rate set under the 'Late payment of Commercial Debts (Interest) Act 1998, for non payment within that period.

Where any sum owed by the Customer under this or any other contract with Qing Cables is overdue, Qing Cables will be entitled to cease performance of this contract until such sum (and any interest & costs which may be due) have been paid in full and shall further be entitled but not bound (without prejudice to any other of its rights in respect of such breach) to terminate this Contract forthwith at any time whilst such breach subsists and dispose of any goods which have been appropriated by it to the contract.

4. Delivery

4.1 Delivery of the goods shall be made to the place designated by the Customer when placing the order and agreed to by Qing Cables. The Customer shall be obliged to take delivery of the goods when they are delivered or tendered for delivery in accordance with this contract. Where the Customer wrongly refuses to accept delivery of the goods Qing Cables shall have the right (without prejudice to its other rights) to invoice the Customer in respect thereof, payment to be made within 30 days of the invoice date and/or to invoice the Customer for the cost of re-delivery, storage and all other handling costs arising directly or indirectly there from and it is expressly declared that it shall be reasonable for Qing Cables to effect insurance of the goods at the Customer's expense notwithstanding that the risk therein shall have passed to the Customer.

4.2 If the contract provides for delivery by installments late delivery of one installment shall not entitle the Customer to reject that or any other installment under the same contract.

4.3 While Qing Cables will use all reasonable endeavours to comply with delivery dates any such date is a business estimate only in respect of which time shall not be of the essence and Qing Cables shall not be responsible for any loss or damage caused by late delivery.

4.4 Where cable is supplied on returnable drums the Customer shall return these to Qing Cables at the Customer's cost and within the time agreed.

5. Loss or damage in transit

In any case where it is established to the satisfaction of Qing Cables that the goods have been damaged or lost (whether wholly or in part) in transit Qing Cables will at its own cost repair or replace the same provided that:-

5.1 in the event of any damage to goods in transit the Customer must notify the carrier and Qing Cables in writing within 48 hours of the date of delivery. Any claim not so notified shall not be admitted. It is the Customer's responsibility to see that the goods are examined immediately upon receipt. Any goods delivered that might be damaged must be signed for as such.

5.2 in the event of non-delivery of goods to the Customer must notify the carrier and Qing Cables in writing within 24 hours of receipt of invoice or advice of dispatch whichever is the earlier otherwise claims for credit cannot be accepted.

6. Risk

6.1 The risk in the goods contracted to be sold by Qing Cables shall pass to the Customer upon delivery to the carrier.

6.2 Under no circumstances will the Vendor accept liability for consequential damages or loss arising from goods supplied by the Vendor.

7. Title

Until payment in full has been made to Qing Cables of the price and any other sums due in respect of the goods supplied:-

7.1 the property in the goods shall remain vested in Qing Cables notwithstanding the provisions of Condition 6 and the Customer shall be entitled to possession only of the goods which shall be held by the Customer in a fiduciary capacity as a bailee;

7.2 the Customer shall clearly mark or designate the goods so that they remain readily identifiable as the property of Qing Cables and shall keep and store the same separately in a proper manner without charge to Qing Cables.

7.3 the Customer shall keep the goods insured against all usual risks in their full replacement value;

7.4 the Customer shall have a license to sell and/or use the goods supplied which license may be immediately terminated by Qing Cables at any time upon giving the Customer notice in writing of such termination provided that and without prejudice to any other rights of Qing Cables such license shall automatically terminate if any of the events referred to in Condition 9 shall occur;

7.5 upon or at any time after the termination of the license Qing Cables shall be entitled to recover any or all of the goods in the Customer's possession to which Qing Cables has title hereunder and for that purpose the Customer grants Qing Cables its servants or agents (with such transport as is necessary) an irrevocable license to enter upon any premises occupied by the Customer or to which the Customer has access and where the goods may then be situated;

7.6 notwithstanding the provisions of 7.7 below the Customer shall have the right to sell the goods in the ordinary course of his/its business and Qing Cables shall be beneficially entitled to and the Customer shall be under a fiduciary duty to account to Qing Cables for the proceeds of sale to the extent of the debt due but nothing in these Conditions shall constitute the Customer an agent of Qing Cables for the purposes of such sale; and

7.7 the Company may require the Customer to assign to it absolutely the benefit of any contract and/or any right of action in respect of monies due in respect of such proceeds of sale and if so requested the Customer shall execute all documents and do all other things necessary to effect such an assignment.

7.8 Nothing in this clause shall confer any right upon the Customer to return the goods or to refuse or delay payment therefore and the remedies conferred on Qing Cables are in addition to and shall not in any way restrict or prejudice any other rights and remedies of Qing Cables.

8. Qing Cables' Liability

8.1 Qing Cables warrants that at the time of dispatch the goods shall correspond with the specification (if any). Qing

Cables does not manufacture any goods but shall use all reasonable endeavours to pass to the Customer the benefit of the manufacturer's warranties, if any. If the goods do not so conform to such warranty Qing Cables may at its option replace or repair defects thereto or make a price adjustment that is fair to both parties or take back the goods and refund a part of the purchase price provided that the alleged defect shall have been notified in it in writing within two months of delivery

8.2 Qing Cables shall be under no liability in respect of any defect in the goods arising from any drawing design or specification supplied by the Customer.

8.3 Qing Cables shall be under no liability in respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Qing Cables' written instructions, misuse, alteration or repair of goods without Qing Cables' approval.

8.4 Qing Cables shall be under no liability under any warranty if the total price of the goods has not been paid by the due date for payment. Subject as expressly provided in these conditions 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 and conditions or other terms implied by statute or common law are excluded in the fullest extent permitted by law.

8.5 Qing Cables shall not be liable to the Customer by reason of any representation or any implied warranty condition or other term or any duty at common law or under an express term of the Contract for any consequential loss or damage (whether for loss or profits or otherwise) costs expenses or other claims for consequential compensation whatsoever except in respect of death or personal injury caused by Qing Cables' negligence.

8.6 Qing Cables' employees or agents are not authorised to make any representations or give advice concerning the goods which is not confirmed in writing by Qing Cables. In entering the contract the Customer confirms that it does not rely on and waives any claim in respect of any representation which has not been so confirmed.

8.7 Except in the case of death or personal injury caused by Qing Cables' negligence or otherwise as required by law the liability of Qing Cables hereunder shall in no event exceed the amount of the purchase price of the goods.

9. Default or insolvency of customer

If the Customer defaults in any of its commitments to Qing Cables or makes an arrangement or composition with its creditors or becomes bankrupt or has a receiver appointed over its assets or being a company a petition is presented to wind it up or it enters into liquidation (other than for the purposes of amalgamation or reconstruction) or has a receiver or administrator appointed over its assets then in any such case Qing Cables shall have the right (without prejudice to any of its other remedies) to determine any contract then subsisting and/or to cancel any uncompleted order or to withhold or suspend delivery in whole or in part. If any goods have been delivered but not paid for the price shall become immediately due and payable.

10. Return of goods

The return of any goods to Qing Cables must have the prior approval of Qing Cables and (except where the goods are faulty) a handling charge will be made.

11. Force Majeure

Qing Cables shall not have any liability in respect of any delay in delivery or other of its obligations arising from complete or partial stoppage of work caused by strike, lock-out or other industrial action, civil commotion, government action or other circumstance beyond Qing Cables' reasonable control and delivery may be partially or wholly suspended or the contract cancelled in whole or in part at Qing Cables' option during or following any such event without Qing Cables' incurring any liability for any loss or damage thereby occasioned.

12. Governing Law

Any contract incorporating these terms and conditions shall be governed by and construed in accordance with the laws of England and the parties hereby irrevocably agree to submit to the jurisdiction of the English Courts.

13. Contracts (Rights of Third Parties) Act 1999

No provision of these Conditions is intended to be enforceable by a person who is not a party to this contract.

Qing Cables Ltd

Malmesbury Road, Kingsditch Industrial Estate,
Cheltenham, Glos GL51 9PL.

Qing Sales: Tel: 01242 224141 Fax: 01242 224134

Email: enquire@qingcables.co.uk Website: www.qingcables.com