BAPP
Industrial Supplies
(UK) Ltd

APPLICATION FOR CREDIT ACCOUNT

The following information is required in order to obtain a credit account
Please complete and fax to: 01226 386614 or email: sales@bappuk.co.uk

Name		Address	
Tel			
Fax			
Email 1		Postcode	
Email 2		Website	
Reg No.		Date of Incorporation	
Subsidiary of		Sole Trader ☐	Private Limited Company ☐
		Partnership ☐	Public Limited Company ☐

SIZE OF YOUR COMPANY								
No. of Employees	1-4		5-15		16-49		Over 50	
Annual Sales	Under £100,000		£100,000 - £500,000		£500,000 - £2m		Over £2m	

	NAME	EMAIL ADDRESS	
Name of person responsible for paying your account			☐
Name of title of the head of your financial function			☐
Name of your Managing Director			☐
Name of your Buyer/Sales Contact			☐

TICK BOX *Subscribe to Mailing List*

Approximate credit limit required			
Please supply your full Company VAT No. (if known)		Company EORI	
Where did you hear of BAPP Industrial Supplies Ltd?		Do you require 3.1 Certification?	

REFERENCES

Please supply the name and address of 2 principal UK suppliers and your Bankers.

Ref 1			
Tel No.		Fax No.	
Ref 2			
Tel No.		Fax No.	
Bankers			

We hereby request credit facilities for this Company.
We have seen and agree to abide by the 'conditions of sale' of BAPP Industrial Supplies (UK) Ltd.

Print _____ Signed _____

Date _____ Position _____

BAPP ACCOUNTS USE ONLY This request must be completed in full and signed by an authorized signatory before an account can be opened

Score _____ Recommended Credit _____

Risk _____ Account No. _____ Date _____

Credit Limit _____ Authorised By _____

BAPP
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(UK) Ltd

CONDITIONS OF SALE

VERSION 1.0 JULY 2018

1. Definitions

(a) "the Company" is the Bapp Group or any company within the Bapp Group entering into a contract as per Clause 1(b).
(b) "the Customer" is any party entering into a contract with the Company for the supply, installation or maintenance of goods, materials or equipment.
(c) Delivery of goods shall be deemed to take place:
  (i) where goods are delivered by the Company's own transport, at the moment when the goods or materials are lifted from the delivery vehicle; or
  (ii) where goods are delivered by other means of transport, at the moment when the goods or materials are loaded onto the vehicle used for such transport.
  (iii) Where goods are sold FOB, when the goods are placed on board ship.
(d) "Act of Insolvency": means:
  (i) the Customer having any distress, execution or other insolvency process levied upon it; or
  (ii) the Customer making, or offering to make, any arrangements or compromise with creditors, or committing any act of bankruptcy; or
  (iii) the Customer having any petition or receiving order in bankruptcy presented or make against it.
  (iv) the Customer having a receiver of its property or assets or any part of them appointed;

2. General

(a) These Terms and Conditions apply to every contract between the Company and any Customer and to all further contracts between the Company and that Customer (until and unless the Company notifies that Customer of revised Terms and Conditions).
(b) No prior statements made by the Company or the Customer, nor any correspondence between them, are incorporated into any such contract unless separately agreed in writing by the Company.
(c) No representation by or on behalf of the Company by an employee or agent (including but not limited to advice or recommendations as to the quality or suitability for specific purposes of the Company's goods) takes effect unless separately confirmed by the Company in writing and the Customer agrees that it does not enter into any contract in reliance on such representations unless so confirmed.
(d) The Customer acknowledges and accepts that the Company may:
  (i) make such changes to the specification of its goods as are required to comply with applicable safety or statutory requirements;
  (ii) increase its prices after the contract is agreed to reflect any increase in the price it is charged by its suppliers for goods or materials.
(e) Other than in accordance with these terms and conditions, no variation to any contract takes effect unless agreed in writing by a director of the Company.
(f) Any agreed variation in the scope of work will be charged for by the Company at the sum agreed between the parties or, in default of such agreement on price, at the Company's prevailing rates.
(g) Whilst every care is taken by the Company in preparing quotations, no liability is accepted by the Company for errors or omissions in quotations and in particular the Customer may not reply upon an error in price quotations where the Customer would reasonable have been aware that the price quoted was plainly incorrect.
(h) No waiver by the Company of any of these Terms and Conditions or forbearance to enforce any remedy it is entitled to shall prejudice any of the Company's other rights and remedies or operate as a waiver of any other breach by the Customer under any contract with the Company.
  (i) Should any of these Term or Conditions be held to be invalid or unenforceable in whole or in part the validity and enforceability of the remaining part and of the other Terms and Conditions shall not be affected.
  (j) The Customer may not assign the benefit of any contract with the Company without the written consent of the Company.
(k) Nothing in these terms and conditions shall confer any right upon a third party and the Customer agrees that the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded from any contract to which these terms and conditions apply.

3. Credit

(a) Credit will be granted at the sole discretion of the Company and subject to the Customer providing a fully-completed application form and to the Customer's references being taken up and reviewed.
(b) The provision of credit by the Company to the Customer is subject to the Customer's compliance with Clause 4(a) and may be withdrawn by the Company at any time and at the Company's sole discretion.
(c) Credit accounts will be reviewed periodically and accounts that have not traded for 6 months may have credit suspended or withdrawn.
(d) If credit is withdrawn for any reason the Company shall be entitled to any or all of the remedies under Clause 4(d).

4. Payment

(a) All invoices are strictly net for payment within 30 days of date of invoice and time of payments shall be of the essence of the contract.
(b) All prices are exclusive of VAT and the Customer must pay such tax in addition to and at the same time as payment for goods.
(c) Where goods are sold by instalments each instalment shall be invoiced and paid for separately.
(d) If for any reason whatsoever payment is not made when due the Company shall be entitled to:
  (i) charge interest at the rate of 1.5% per month from the date by which payment should have been made;
  (ii) cancel or suspend any contract with the Customer;
  (iii) require the Customer to pay any other sums due to the Company immediately;
  (iv) enter into the premises of the Customer and repossess and remove all of its goods that remain its property under clause 7.
(e) The Customer agrees that it shall not be entitled to withhold payment by reason of:
  (i) retention;
  (ii) any re-work or repair whether or not agreed with the Company under these Terms and Conditions.
  (iii) set-off or counterclaim in respect of any claim disputed by the Company.
(f) The Customer agrees to indemnify the Company in respect of the full amount of any fees costs disbursements or expenses incurred (including court fees and the reasonable cost of legal representation) arising from overdue payment by the Customer or any other breach by the Customer of these terms and conditions.

5. Termination or Suspension

(a) Without prejudice to any of its other rights the Company may terminate the contract or suspend further deliveries to the Customer in the event of:
  (i) the Customer failing to make due payment in accordance with Clause 4(a) for any goods or work done; or
  (ii) any act of Insolvency relating to the Customer; or
  (iii) the Company receiving any information indicating that the Customer is or may become unable to pay its debts.
(b) In the event the contract is terminated under clause 5(a) the Company shall be entitled to any or all of the remedies under clause 4(d).
(c) The Company reserves the right to withhold performance of any of its obligations under the contract if in its sole opinion the Customer's credit status becomes unsatisfactory.

6. Delivery and Storage

(a) Any date or time quoted for delivery is given as an estimate only and the Company shall:
  (i) not be liable for any loss or damage howsoever arising by any matter beyond its reasonable control from failure to deliver on or by such stated date or at such stated time;
  (ii) if found liable for loss or damage arising from failure to deliver on such stated date or at such stated time shall be liable only for loss limited to the excess (if any) over the price of the goods of the cost to the Customer of similar goods in the cheapest available market.
(b) If the Customer causes the delivery of goods or any part thereof to be delayed beyond the time when they would otherwise have been delivered or does not make available a person authorised to sign for a delivery such goods shall be removed to the Company's premises or other storage facility and stored by the Company at the sole risk and expense of the Customer.
(c) The Customer agrees that any failure of the Company to make any de livery shall not entitle the Customer to cancel or suspend any subse quent or other delivery or contract.
(d) The Company shall not be obliged to supply a test certificate unless so requested by the Customer at the time the order is placed and is included as a request within the customer purchase order. The Company shall be entitled to charge a reasonable fee for such certificates.

7. Passing of Risk and Retention of Title

(a) Risk in goods supplied passes to the Customer upon delivery by the Company as defined at clause 1(c);
(b) Notwithstanding the provisions of Clause 7(a) as to the passing of risk, goods supplied by the Company shall remain its sole property until the Customer has paid in full the agreed price and all other sums due from the Customer to the Company whether under this Contract or otherwise (including any interest due). Notwithstanding such retention of title, the Company shall be entitled to maintain an action for the price of the goods as soon as payment falls due.
(c) The Customer acknowledges that it is in possession of such goods as bailee for the Company until the sums due in clause 7(b) have been paid in full or the goods have been incorporated or resold in the ordinary course of the Customer's business and shall:
  (i) insure such goods to their full market value;
  (ii) store or otherwise identify such goods as to show that they retain the property of the Company;
  (iii) not mortgage, charge or otherwise encumber or dispose of the goods (other than by selling them or incorporating them in the usual course of business) without the written permission of the Company.
(d) Where before payment in full of the sums due in clause 7(b) the Customer incorporates or resells such goods or goods are installed by the Company, it shall keep the proceeds of any sale in a non-overdrawn account and hold such proceeds on trust for the Company as fiduciary.
(e) The Customer agrees that if the Company invokes its right to repossession of its goods under clause 4(d)(iv) the Company shall not be liable for any damage or injury reasonably done in the course of so doing to any other property owned by or in possession of the Customer to which the Company's goods have been attached or in which they have been incorporated.

8. Returns

(a) Returns for credit of goods supplied in accordance with the Customer's order is at the sole discretion of the Company.
(b) Goods manufactured to the special order of the Customer or installed by the Company cannot be returned for credit, nor may such orders be cancelled by the Customer once production has begun.
(c) Return of goods is subject to a handling charge as determined by the Company and payable by the Customer in accordance with Clause 4(a) and subject to any or all the remedies under Clause 4(d).

9. Claims

(a) No claim for defect, damage in transit, short delivery or any other deficiency may be made unless:
  (i) such deficiency is notified in writing within 3 days of delivery or, for claims for non-delivery, within 7 days of notification of consignment; and
  (ii) the Company is permitted to verify the same within 7 days of notification of the claim.
  (b) In the absence of any such notification within the specified periods the Customer shall be deemed to have accepted the goods.
(c) The Customer agrees that if it uses or consumes any part of a delivery it is deemed to have accepted that delivery and to have waived any claim or right to claim against the Company in respect of it.
(d) Where goods are notified to the Company as defective the Customer must return them to the Company if requested; the cost of such return must be paid by the Customer in the first instance and will be credited to the Customer by the Company if the Company accepts liability under clause 10(b).

10. Warranties and Liability

(a) The Company warrants that goods will correspond to their specifications as at the time of confirmation of order and that installation or maintenance of goods or equipment will be carried out with reasonable care and skill and to a good standard of quality.
(b) The Company will replace, re-work or give credit to the Customer for any goods which do not comply with the warranty at clause 10(a) and which are accepted by the Company for replacement, re-work or credit.
(c) Other than as set out in clause 10(a) or as expressly confirmed in writing by the Company:
  (i) no warranty condition or representation express or implied as to description, quality or suitability of any goods hereby sold is given by the Company or deemed to have been given or implied and (to the extent permitted by statute) any statutory or other warranty condition or representation whether express or implied is hereby excluded;
  (ii) the Company accepts no liability whatsoever for any loss or damage whether consequential or direct and whether suffered by or occasioned to the Customer the employees or agents of the Customer or a third party which may arise after the delivery or installation of the goods.
  (iii) If materials, goods or equipment supplied under the contract are supplied by a third party subject to that third party's warranty, the Company shall use its best endeavours to obtain the benefit of any such warranty for the Customer but otherwise accepts not liability in respect of such materials, goods or equipment.
  (iv) If materials, goods or equipment are supplied for a specific purpose of the Customer, no warranty is given by the Company as to fitness for such purpose irrespective of knowledge of it.
  (v) All plating is carried out to a commercial standard unless otherwise requested in writing by the Customer.

11. Intellectual Property Rights

(a) Unless agreed otherwise in writing by both Company and Customer:
  (i) any design, drawing, specification or other document (in written or electronic form) prepared or produced by the Company shall remain the exclusive property of the Company; and
  (ii) the Customer shall not disclose any design, drawing, specification or other document (in written or electronic form) prepared or produced by the Company to any third party.
(b) The Customer agrees to indemnify the Company in respect of any claim for infringement of any intellectual property right arising from the design or manufacture of any item to a specification provided by the Customer.

12. Force Majeure

In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, military or usurped power, act of God, force majeure, epidemic or any other matter or occurrence beyond the control of the Company or the failure on the Part of the Customer to make due and timely supply of all materials and/or data and specifications as may be required and agreed as terms of the acceptance of any order by the Company, the Company shall be relieved of all liabilities incurred under the contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by the Statute Rules regulations Orders or Requisitions issued by any Government Department Council or other duty constituted authority or from strikes, lock-outs or other withdrawal of labour force, breakdown of plant or any other causes (whether or not of a like nature) beyond the Company's control.

13. Law and Jurisdiction

(a) The contract is deemed to be made under and in accordance with English law.
(b) Any dispute under the contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales

Print _____ Signed _____

Date _____ Position _____