Unit 7 Sevenoaks Enterprise Centre
Bat & Ball Road, Sevenoaks
Kent TN14 5LJ
T: 01732 763377
E: sales@berger-tools.co.uk
W: www.Berger-tools.co.uk

CREDIT APPLICATION FORM

Please complete form in BLOCK CAPITALS

COMPANY DETAILS	
COMPANY TRADING NAME	
COMPANY REG. NO.	VAT NUMBER
BUSINESS ADDRESS INC POSTCODE	WEBSITE ADDRESS
	How did you hear about us? Please circle: ·Representative ·Website ·Search Engine ·Catalogue ·Social Media -Trade Show ·Recommendation ·Other……..
PURCHASING CONTACT DETAILS	
CONTACT	PHONE
EMAIL	
ACCOUNTS CONTACT DETAILS (if different to purchasing)	
CONTACT	PHONE
EMAIL	
ACCOUNTS ADDRESS (if different)	REG. ADDRESS AT COMPANIES HOUSE (if different)
Approx. No. Employed Industry Sector	MONTHLY CREDIT REQUESTED £

BANK DETAILS	
BANK NAME ADDRESS	ACCOUNT NAME
	SORT CODE
	ACCOUNT NUMBER

TRADE REFERENCES	
NAME ADDRESS Contact Email:	NAME ADDRESS Contact Email:

Your attention is drawn to our conditions of sale attached. Your signature signifies acceptance and is REQUIRED for your application to be processed.
We reserve the right to refuse or close accounts without giving our reasons.

bsi ISO 9001 Quality Management Systems CERTIFIED RS 30186 ISO 14001 Environmental Management CERTIFIED EMS 822088
MTA The Manufacturing Technologies Association
automate uk ppma bara ukiva
JOSCAR REGISTERED
fsb MEMBER
Registered in England No. 03058050

BERGER TOOLS
A Ganter Company

Unit 7 Sevenoaks Enterprise Centre
Bat & Ball Road, Sevenoaks
Kent TN14 5LJ
T: 01732 763377
E: sales@berger-tools.co.uk
W: www.Berger-tools.co.uk

TERMS AND CONDITIONS OF SALE

CONDITIONS

These Conditions shall form the basis of the contract between Berger Tools Limited ("the Seller") and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

These Conditions may not be varied except by the written agreement of [a director of] the Seller.

These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

QUOTATIONS

Quotations prepared and issued by the Seller remain valid for a period of **30** days.

SELECTION

The Buyer shall be responsible for selecting the Goods ordered and determining whether they are suitable for Buyer's purpose. The Seller shall have no liability for the failure of Goods to perform in operating conditions unless the Buyer has stated in its order that such conditions would apply and the Seller accepted such stipulation in writing.

ORDER ACCEPTANCE

All orders are subject to written acceptance by the Seller and shall be deemed to incorporate these terms and conditions of sale.

No variations or additions shall form any part of any terms and conditions of sale unless expressly accepted on behalf of the Seller by an employee authorised to do so, with any such acceptance being in writing.

With respect to small, low value orders, we reserve the right to apply an order handling charge.

Goods are offered for sale subject to their availability and their being unsold at the time of order acceptance.

The Buyer is responsible for ensuring that the terms of the order and any applicable specification are complete and accurate.

PRICES

Prices are in pounds sterling and value added tax is payable on all invoices at the rate prevailing at the time of invoice.

The Seller reserves the right to alter or amend prices as and when necessary and without prior notice.

Quoted prices are ex works prices to which carriage plus VAT is added at prevailing rate and depending on method of transport specified.

With schedule style orders (orders calling for delivery spread over a period of time) phased over a maximum of twelve months, the Seller reserves the right to invoice Goods provided in each consignment at prices prevailing at the actual despatch date of each consignment.

CUSTOM / IMPORT CHARGES

The Buyer is responsible for payment of all customs and other charges levied on Goods, if any.

PAYMENT

The Buyer shall not withhold payment in whole or in part as a result of any disputes with the Seller.

Where Goods ordered by the Buyer do not form part of the standard range of products normally offered by the Seller or are to be manufactured, processed or adapted to meet the special needs of the Buyer, the Seller reserves the right to require payment of up to 50 per cent of the total price prior to commencement of manufacture. The balance of payment to be made in accordance with the Seller's standard terms and conditions of sale.

Payment shall be made by the Buyer in the currency specified in these terms. Unless otherwise stated and agreed with the Seller, payment shall be made **30** days from the date of the Seller's invoice.

The Seller reserves the right, without need to give notice, to charge interest and recover compensation and recovery costs on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended from time to time.

The Seller reserves the right to suspend any or all deliveries until the account is brought up to date and any amounts outstanding paid in full.

Where carriage and packaging or other charges may be shown separately on the invoice, they are payable in full by the Buyer as they form part of the overall price and shall be treated as such.

REFERENCES

The Buyer undertakes to provide the Seller with bankers and trade references (normally two) and other references as may be required.

DESPATCH AND DELIVERY

Any despatch or delivery date specified by the Seller to the Buyer is given in good faith and, while the Seller will endeavour to meet or even better the stated date, the Seller accepts no liability for any direct or consequential loss or damage arising from any delay in despatch or delivery.

Goods despatched by the Seller are deemed to have been received by the Buyer 5 days after the despatch date, unless the Seller receives written notification of non-delivery within 7 days of the invoice date.

The Buyer shall not be entitled to reject any Goods on the basis of short supply only.

Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of a Contract as regards other deliveries.

If delivery should be delayed at the request of the Buyer, the Seller may place the Goods in store at the Buyer's risk and the Buyer shall pay such storage costs and other costs incurred by the Seller as a result of such delay.

SPECIFICATIONS

The Seller endorses the need for continuous product development and therefore reserves the right to amend product specifications as and when necessary and without prior notice.

All specifications, descriptions and drawings of Goods, including descriptions and illustrations shown in catalogues, price lists or other documents are intended for guidance purposes only and the Seller is not liable for their accuracy.

To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Specification.

RETURNS

Returned Goods will not be accepted by the Seller unless prior written confirmation has been given and received by the Buyer.

Non-standard products or standard products modified to meet the Buyer's requirements are not returnable.

The Seller reserves the right to impose a cancellation charge of 15% of the value of any Goods returned or the sum of 25 pounds sterling, whichever is the greater. The Buyer is responsible for the cost of packaging, freight and insurance of any and all returned Goods. Where the property in any of the Goods returned to the Seller has passed to the Buyer, such Goods shall, unless otherwise agreed in writing by the Seller remain the property and at the risk of the Buyer.

CANCELLATION

Once a contract has been formulated between the Buyer and the Seller, the Buyer will not be entitled to cancel the order wholly or in part without the express written agreement of the Seller.

The Seller reserves the right to claim from the Buyer compensation (but without limitation) in the event of the Seller or their Principals having purchased specific raw materials especially for the purpose of the contract.

DEFECTIVE GOODS

Products claimed to be defective or not conforming to the Buyer's order and accepted in writing by the Seller as such must be returned. No claim in respect of defective products will be considered unless the alleged defective products are returned to the Seller, at the Buyer's expense and within a period of 30 days from the date of dispatch of the original consignment by the Seller to the Buyer.

The Buyer must allow the Seller full rights of access and information to investigate any such claims, including inspection of any equipment on or in which the Seller's products have been used in connection with the claimed defect. Standard products claimed not to conform to the Buyer's orders should be returned in good condition in accordance with these terms.

Written confirmation stating why the products have been returned must accompany the returned Goods.

At the discretion of the Seller such products will be replaced with those conforming to the Buyer's original order if the error is found to be that of the Seller.

SHORTAGES, DAMAGE AND/OR LOSS IN TRANSIT

No claim for non-delivery of the whole or part of an order nor for damage in transit or shortage in delivery will be considered unless the Buyer provides the Seller and the Carrier concerned with written notice of the deficiencies within 3 days of the receipt of the products, or in the case of non-delivery within 7 days of invoice date.

FORCE MAJEURE

The Seller shall be entitled to terminate, cancel, rescind and/or suspend and/or reduce the quantities to be supplied under any contract or order without liability for loss or damage resulting there from if the performance of its obligations under the contract or order is in any way adversely affected by any war, strike, lock-out, trade dispute, flood, severe or adverse weather conditions, accident to plant or machinery, shortage of any material or labour or any other cause whatsoever beyond the Seller's reasonable control.

TITLE OF GOODS AND INSURANCE

Notwithstanding delivery of the Goods or any document representing them, the Seller reserves the right of disposal of each item of the products and the property therein shall not pass to the Buyer until full payment is received by the Seller for all such products plus any default interest.

Until such date, the Buyer shall keep the Goods for the Seller in the capacity of fiduciary owner and shall automatically store the Goods in such a way that they can be recognised as such.

The Buyer shall insure the Goods in their own name and will hold any payments payable under such insurance policy upon trust to the Seller.

WARRANTY

The Seller warrants that the Goods supplied are free from defects in material and workmanship and are satisfactory quality according to the Sale of Goods Act 1979.

The Seller's liability is limited to the replacement or repair and at the Seller's discretion of any defective Goods, providing that they have in no way been modified, abused or used for any purpose for which they were not designed. The Buyer must advise the Seller of any defect within a period of 30 days.

CONFIDENTIALTY

All drawings, confidential information and other documents supplied by one party to the other shall remain the copyright and property of the party supplying the same and may not be copied or reproduced without its consent and such documents shall be returned in the event of a Contract not being made or completed.

Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

Nothing in these Conditions shall limit or exclude the Seller's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- defective products under the Consumer Protection Act 1987.

Subject to points above:

The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase price of the Goods that are the subject of the applicable order.

After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

This clause shall survive termination of the Contract.

ENGLISH LAW

This contract shall be governed by English law.

HEADINGS

The headings used throughout are for convenience only and shall not affect the construction thereof.

*Signed:…… Print Name……

Position Held…… Date: ……..

For and on behalf of:……..

*PLEASE SIGN