



Unit 12a Studlands Park Avenue
Newmarket, Suffolk CB8 7AU
Tel 01638 663334

Units 4-5 Maidenhead Trade Park
Priors Way, Maidenhead SL6 2GQ
Tel 01628 957930

PRIVATE & CONFIDENTIAL
APPLICATION TO OPEN A CREDIT ACCOUNT

COMPANY/ACCOUNT NAME:

COMPANY ADDRESS:

.....
.....

TEL NO: FAX NO:

REG'D OFFICE:

CO.REG.NO: DATE ESTABLISHED:

VAT REG.NO: A/C'S CONTACT:

E-MAIL ADDRESS FOR STATEMENTS/INVOICES:

BANK NAME & ADDRESS:

.....

SORT CODE: A/C NO:

TRADE REFERENCES (PLEASE GIVE FULL ADDRESS)

1 2.....

.....

.....

TEL NO: TEL NO:

CREDIT LIMIT REQUIRED:

SIGNED: POSITION HELD:

(by signing this you are agreeing to our T&Cs overleaf)

PLEASE ENCLOSE A COMPANY LETTERHEAD/PROOF OF HOME ADDRESS



E-mail address creditcontrol@uplastics.uk
Web Site www.upbuildingproducts.co.uk

CONDITIONS OF SALE

All quotations are given and orders accepted by the Sellers on the basis of the condition of trading set out below to the exclusion of any condition of trading which the Buyer may purport to impose.

Variation of Terms

No variation of these conditions shall be valid unless signed by the Seller.

Separate Contracts

Each order by the Buyer shall on acceptance by the Seller be treated as a separate contract. If there shall at any time be more than one contract in course of performance between Seller and Buyer, any question, dispute, or difficulty, may arise in respect of one such contract or the terms on which it may be settled shall not affect in any way the performance of the other contracts, nor shall the Buyer be entitled to exercise any relation to such contracts any right of setoff or counter claim arising under on contract.

Cancellation

Orders may not be amended or cancelled in whole or in part without the Sellers Consent.

Terms of Payment

Unless otherwise agreed in writing, all invoices are strictly net payment 30 days from the end of month of the invoice date. In case of failure to pay when stipulated, all outstanding sums shall become payable immediately. Terms of payment are as agreed with our Financial Manager.

Overdue Accounts

If any payment is in arrears the Seller shall be entitled (without prejudice to any other rights it might have) to suspend further deliveries until payment is received, whether or not such deliveries are due under the same contract or other contract.

Risk and Property

Risk in the goods shall pass to the Buyer on delivery, but the Seller shall retain property until the Buyer has paid for the goods in full.

Indemnity against Infringement of Patents etc.

The Buyer shall indemnify the Seller against any costs, claims or expenses arising out of any action for infringement or alleged infringement of any patent, trademark, registered design, copyright or any other claim resulting from compliance with Buyer's instructions express implied.

Carriage

Prices quoted are Ex works unless U.K. mainland minimum carriage paid order applies.

Delivery

Delivery dates quoted by the seller are given in good faith, but the Seller shall not be liable for failure to deliver on the specified date or dates. If any payments are overdue or the Buyer commits any acts of bankruptcy, or if Limited satisfies any grounds for winding up by the court or voluntary (other than for the purpose of amalgamation or reconstruction), then with prejudice to any other remedies the Seller may terminate any subsisting contracts with the Buyer, and its servants or agents enter the Buyer's premises to recover all goods in respect of which property has not been passed.

Where packages are stated in the contract to be returnable by the Buyer's these remain the property of the Seller at all times. Loss or damage in such packages occurring on the Buyer's site subsequent to return will be for the Buyer's account.

If the contract calls for delivery in instalments, each instalment shall be deemed to constitute a separate contract. Any defect in any instalment shall not give the Buyer the right to cancel future deliveries.

Notification of Claims

The Seller shall be entitled to reject any claim for defective goods unless such claim is notified in writing to the Seller within 7 days of delivery, or if the alleged defect is not immediately apparent, with such longer period as the seller may reasonably allow in the circumstances.

Limitation of Liability

The Seller's liability is limited to replacement of any goods, which do not conform to this warranty. This warranty is given in place of and shall be deemed to exclude all other warranties and conditions whether express or implied, and whether arising by common law, statute or otherwise in particular, but without limitations of the forgoing the Seller be liable for the failure of goods to be fit for any particular purpose which has been recommended in accordance with this warranty even if the Buyer has previously used the goods successfully for an recommended purpose shall the seller be liable for any loss or damage attributable to the goods whether direct or consequential and whether arising in contract or tort, except liability for death or personal injury resulting from the Sellers negligence.

Safety Instructions

The Buyer undertakes to ensure compliance by his servants or agents with any safety precautions or instructions for safe handling given by the Seller.

Force Majeure

Notwithstanding any other provisions hereof, should the manufacture, processing, delivery or despatch of the whole or part of any goods be delayed, prevented, hindered or rendered uneconomic by any cause or causes whatsoever beyond the Seller's control, the Seller shall be entitled either to cancel the contract until in the Sellers judgement such cause shall have ceased to operate. The seller shall be under no liability in respect or such cancellation, postponement or suspension. Without limiting the liability, the generality of the cause or caused referred to above, the same shall include war, fire, accident, breakdown of plant or machinery, strikes and lock outs (whether affecting the Sellers works or those of their suppliers of their carriers), shortages or of late, or non-delivery.

Interpretation

Any contract between the Seller and the Buyer shall in all respects operate and be construed as an English contract and be governed by English Law.

Data Protection

The Buyer accepts that by signing these terms and conditions any information given may be used for credit checking purposes. We do not share your information with any other organisation. By signing these terms and conditions, you agree to U Plastics storing your details for business purposes.