



# ALH Systems Limited

1 Kingdom Avenue, Northacre Industrial Park, Westbury, Wiltshire BA13 4WE England  
Telephone: (+44) 01373 858234 Email: sales@alh-systems.co.uk



## CREDIT APPLICATION FORM

### COMPANY DETAILS

Company Name		
Address		
	Postcode	
Contact Name	Position	
Telephone	Web site	
Invoice Email		
Statement Email		
Invoice Address		
(if different)		
	Postcode	
VAT No.	Company Reg No	
Credit Required	Payment Terms	

### BANK REFERENCE

Name of Bank		
Address		
	Postcode	
Sort Code	Account No	

### TRADE REFERENCES

Name		Name	
Address		Address	
Postcode		Postcode	
Contact		Contact	
Telephone		Telephone	
Credit Limit		Credit Limit	

### AGREEMENT

I have read and accept your terms and conditions of sale

Signed

Position

Printed

Date



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## CONDITIONS OF SALE

### Definitions

In these conditions ("the Conditions")

- "the Buyer" is the person, firm or company ordering the Goods from the Seller.
- "the Contract" means the contract for sale and purchase of the Goods made between the Seller and the Buyer to which the Conditions and the Special Conditions apply.
- "the Goods" are all and any of the article(s) the order for the sale or supply of which to the Buyer the Seller hereby accepts.
- "the Seller" means ALH Systems Limited.
- "Special Conditions" are any terms set out by the Seller in any quotation of acceptance of order of the Seller, to the extent that they are not inconsistent with any of the Conditions.

### Application

The Conditions and Special Conditions (if any) shall prevail over any inconsistent terms or conditions referred to in the Buyer's order or in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished. No variation or waiver of or addition to the Contract shall be binding unless expressly agreed, or confirmed in writing by a director of the Seller.

### Quotations and Orders

Although the Seller will generally endeavour to refrain from cancelling or revising any quotation for a period of 30 days from its date of issue, no quotation issued by the Seller shall constitute an offer to sell the Goods. Any order for any article shall be made in writing and an order placed by the Buyer whether or not in response to a quotation of the Seller shall constitute an offer made to the Seller subject to the Conditions and any Special Conditions.

### Prices

(a) The price(s) payable for the Goods shall be the Seller's prices ruling at the date of despatch so that the Seller shall have the right at any time by notice to the Buyer to revise upwards or downwards quoted prices or prices set out in any Special Condition or the amount of any cost of carriage of freight allowance to take account of increases in costs including (without limitation) costs of acquisition of the Goods or any part thereof or parts therefore, raw materials, carriage, labour or otherwise, overheads, the increase or imposition of any tax, duty or other levy and any other variation in exchange rates.

The Buyer may at any time within 7 days after receipt of such notice give the Seller notice of its objection to any such revision and in the absence of any such objection shall be deemed to have accepted the same. If the Buyer so objects the Seller may either elect to continue to supply the Buyer at the price and/or cost of carriage or freight allowance existing at the time of the Seller's notice of revision or, at its own discretion, terminate the Contract forthwith by notice to the Buyer.

(b) If by reason of any law, governmental order or regulation the price, cost of carriage and freight allowance and/or terms of payment hereunder or any increase change or variation thereto or the right of the Seller to require or receive any such payment shall be altered, prohibited or hindered in any way the Seller may forthwith thereupon terminate the Contract by notice to the Buyer.

(c) If at any time after the date of the Contract and before payment in full is received by the Seller the currency of the most common country of origin of the Goods or their component parts is re-valued with respect to the currency in which the price hereunder is denominated by more than 2% compared with the exchange rate prevailing at the date of the Contract, then the Seller may, by notice to the Buyer increase the price for the Goods with immediate effect in the same proportion. The revaluation of a currency shall mean a change in the commercial mid rate of exchange between such currency and another as quoted by a major English clearing bank, which results in such currency having a higher value in relation to the other.

(d) The price specified in the Contract for the supply of the Goods is exclusive of any carriage charges.

(e) All prices are exclusive of VAT which shall be added at the rate in force at the time of despatch. The Buyer shall be liable to pay (or if paid by the Seller shall reimburse the Seller in respect of) all taxes, duties and fees payable in connection with the supply of the Goods hereunder.

### Payment

(a) The price, including where applicable, carriage and packing charges shall be paid in sterling on the due date which (in the absence of any variation contained in the Special Conditions) is at the end of the month following the date of invoice (in the case of any of the Goods returned within 30 days after delivery and found to be defective) from the date of redelivery. Time of payment shall be of the essence.

(b) The Buyer shall in no circumstances be entitled to make any deduction from the price payable by way of set-off or otherwise in respect of any claim or counterclaim which it may have against the Seller.

(c) If the Buyer shall default in payment of the price on the due date without prejudice to any other of the Seller's rights interest shall accrue thereafter from day to day (before as well as after judgement) on any sums outstanding until payment is made at an annual rate of 8% above the Natwest Bank PLC base rate for the time being in force (calculated on a daily basis).

(d) If the Buyer shall at any time default in payment of the price on the due date or if the Buyer's credit standing is at any time in the opinion of the Seller impaired for any other reason the Seller shall in addition and without prejudice to any other of its rights have the right:

- to demand forthwith payment for all goods delivered to the Buyer whether or not any such payment is due, and/or
- to withhold all deliveries of the Goods, any other products be supplied by it to the Buyer under any other contract between them and any spare parts until such payment is made in full, and/or
- to supply goods on a cash-on-delivery basis, and/or
- to supply goods on a cash-in-advance basis or require the Buyer to open an irrevocable confirmed letter of credit in favour of the Seller, and/or provide security for future payments satisfactory to the Seller.

### Testing

The Goods will be carefully inspected and, where practicable, submitted to the Seller's standard tests before despatch. If the Buyer requires to be present at such tests or if the Buyer requires the performance of tests which are different from or additional to the Seller's standard tests or any test specified in the Special Conditions, then the Seller shall be entitled to make a reasonable charge for carrying out any such test.

If the Buyer requires to be present at any tests the Seller shall give the Buyer 7 day's notice of such test and if the Buyer fails to attend the test shall be deemed to have been carried out in the presence and to the satisfaction in all respects of the Buyer.

### Title

(a) Title to the Goods shall pass to the Buyer when (i) the Goods and (ii) all other goods the subject of any other contract between the Seller and the Buyer which, at the time of payment of the full price of the Goods under the Contract, have been delivered to the Buyer but not paid in full, have been paid for in full.

(b) Until property in and title to the Goods has passed to the Buyer in accordance to paragraph (a) above the Buyer shall so far as practicable keep the Goods separate from other goods on its premises and so far as to be readily identifiable as goods of the Seller. The Buyer shall be at liberty to resell the Goods to use in the ordinary course of business but not in the Goods in any manufacturing process. The proceeds of resale of the Goods shall belong to the Seller and the Buyer shall keep such proceeds separate from any other moneys in its possession, shall not use such proceeds for the purpose of its own business, shall account for the same to the Seller on demand, shall not represent or hold itself out as being the agent of the Seller in respect of such resale or sale and shall indemnify the Seller in respect of claims by the Buyer's customers resulting from any act or omission on the part of the Buyer. The Buyer's liability to resell or sell automatically determine without the need for notice upon the occurrence in relation to the Buyer or any of the events specified in the Termination Clause.

(c) The Seller may at any time by notice to the Buyer in its sole discretion revoke the liberty to resell or sell. Upon such determination or revocation, the Buyer shall promptly place the Goods at the Seller's disposal and the Seller without prejudice to any of its rights shall be entitled to enter upon the Buyer's premises and do all other things necessary for the purpose of removing the Goods without incurring any liability for damage caused in so doing and for this purpose the Buyer shall afford the Seller as reasonable assistance to locate and take possession of the Goods.

(d) For the purpose of this condition and in the absence of evidence to the contrary goods of the same kind supplied at any time by the Seller to the Buyer shall be deemed to have been resold or processed in the order in which they were supplied. Notwithstanding the above provisions of this Condition the Seller may at any time in its sole discretion transfer the property in and title to the Goods to the Buyer.

### Delivery and Risk

(a) In any case where the price includes freight charges or other costs of carriage the Seller shall have the right in its own discretion to select the route and means of transport. Subject to paragraph (b) of this condition the Seller shall deliver the Goods at the place (if any) named in the Special Conditions or if none be named, at the Buyer's premises, the Seller shall convey the Goods to the point nearest to the place of delivery to which there is suitable access and the Buyer shall be responsible for unloading the Goods and carrying the Goods to the place of delivery.

(b) Despatches below a certain minimum value will be subject to a standard delivery charge that may be changed from time to time without prior notice. The Seller reserves the right to deliver 10% more or 10% less than the contract quantity of the Goods.

(c) In any case where the Special Conditions provide that the Goods are sold Ex-Works, CIF, FOB or FOB Airport or on the basis of any other relevant trade term the meaning of a term contained in ICC Incoterms (1980) (as amended) shall apply as if expressly incorporated in the Conditions or the Special Conditions to the extent that it is not inconsistent with any of the conditions or the Special Conditions.

(d) Delivery dates are approximate only and whilst it will use all reasonable endeavours to adhere to such delivery dates the Seller shall be under no liability for any loss injury damage or expense consequent upon any delay in delivery from whatever cause including (without limitation) the Seller's negligence. Delay shall not entitle the Buyer to cancel any order, or to refuse to accept delivery of all or any of the Goods or of all or any other goods pursuant to any contract between the Seller and the Buyer.

(e) The Seller shall at its own discretion be entitled to store at the risk of the Buyer any Goods which the Buyer refuses or fails to accept or which the Seller is

otherwise than as a result of its own act or omission unable to deliver and the Buyer shall in addition to the invoice price pay all costs and expenses of such storage and any additional costs of carriage incurred as a result of such refusal or failure or inability on the part of the Seller. The Goods shall for all purposes be deemed to have been delivered to the Buyer on the date of the first attempted delivery thereof and may be invoiced to the Buyer accordingly.

(f) Subject as provided in paragraph (c) of this Condition, the risk in the Goods shall pass to the Buyer on their delivery to the place nominated by the Buyer or to the Buyer's carrier or other agent/shipping point specified in the Contract.

#### **Inspection and Rejection**

The Buyer shall inspect the Goods immediately upon receipt. The Buyer shall not be entitled to reject the goods by reason of short delivery, delivery of the wrong items or damage to the Goods unless it has made an appropriate qualification to the carrier's receipt and given written notice of rejection to the Seller within 3 days after the date of receipt. The Buyer shall not be entitled to reject the Goods if it has used or processed them in any way.

#### **Missing Goods**

If the Goods are not received within 3 working days after receipt of the corresponding invoice the Buyer shall immediately notify the Seller and confirm such notification in writing. If no such notification is given within the time limit prescribed the Goods shall be deemed to have been delivered in accordance with the Contract.

#### **Containers**

Containers for which a deposit is charged remain the property of the Seller and must not be used for the carriage or storage of any other materials. All such containers must be returned to the Seller within 10 days from the date of the invoice, transportation charges pre-paid to the place of return indicated by the Seller. If so returned in good condition, the deposit charge will be refunded.

#### **Force Majeure**

The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of the Goods by the Seller being directly or indirectly prevented, hindered or delayed by reason of any circumstances outside the control of the Seller and affecting the provision of all or part of the Goods by the Seller's usual source of supply or the delivery of the Goods by the Seller's usual source of supply or the delivery of the Goods by the Seller's normal route or means of delivery or other circumstances whatsoever, including (without limitation) any act of god, war, riot, strike, lockout, trade dispute or labour disturbance, accident breakdown of plant or machinery, failure or shortage of power supplies, fire, flood, drought, explosion, difficulty in obtaining workmen, materials or transport, refusal or any licence or permit or any order sanction or request of any Government or Governmental authority. In the event of any such circumstances the Seller shall have the option (exercisable by notice to the Buyer) to terminate the Contract (whereupon the Seller shall be relieved of all liability under the contract) to extent the time for delivery or other performance by a period equal to that during which such circumstances subsist, or to reduce the quantity of the Goods to be supplied hereunder in all cases without incurring any liability for any loss or damage suffered by the Buyer as a result.

#### **Termination**

If the Buyer shall fail to make any payment when it becomes due, or shall default in due performance or observance of any other obligation under the Contract, or shall enter into any composition arrangement with creditors or shall pass a resolution or the Court shall make an order that the Buyer shall be wound up (otherwise than for the purpose of amalgamation or reconstruction), or if a receiver shall be appointed over any of its assets or undertaking, or (being a natural person) if a receiving order is made against him or he shall be adjudged bankrupt or if the Buyer shall take or suffer any similar action or consequence of debt, the Seller may stop any of the Goods in transit and suspend or cancel further deliveries and by notice in writing to the Buyer may forthwith determine the Contract, without prejudice to its rights under the Contract and otherwise at law.

#### **Warranty, Liability and Indemnity**

The Seller warrants that at the date hereof the Goods meet the specification(s) of the Seller. Every endeavour is made during manufacture to ensure that the Goods conform to the Seller's Specification. Notwithstanding the provisions of the Testing Clause it is the Buyer's responsibility to ensure, by test or otherwise that the Goods are fit and suitable for the purpose for which the Buyer requires them in the conditions in which they will be used. If any Goods do not conform to such warranty the Seller shall as its option:

- (i) replace the Goods found by the Seller in its sole judgement, not to conform to the warranty, or
- (ii) take such steps as the Seller deems necessary to bring the Goods into conformity with such specification, or
- (iii) take back the Goods found not to conform to the warranty and refund to the Buyer the appropriate part of the price.

#### **PROVIDED THAT**

(a) the liability of the Seller shall in no event exceed the price payable or paid by the Buyer for the Goods;

(b) performance of any one of the above options (as limited by (a) above) shall constitute an entire discharge of the Seller's liability under the warranty.

The foregoing warranty is conditional upon:-

(i) the Seller receiving from the Buyer within 7 days of the date of delivery of the Goods notice of the alleged defect the delivery number of the allegedly defective Goods and their date of delivery.

(ii) the Buyer affording the Seller reasonable opportunity to inspect the Goods and at the Seller's request and in accordance with its shipping instructions returning the allegedly defective Goods to the Seller's nominated works carriage pre-paid, for inspection:

(iii) the Buyer using and maintaining the Goods in accordance with any instructions or recommendations of the Seller:

(iv) the Buyer making no further use of the allegedly defective Goods after the time at which the Buyer discovers or ought to have discovered the alleged defect.

(c) If it is found in the Seller's sole judgement that the alleged defect is not covered by the terms of the foregoing warranty or if the warranty claim is made outside the relevant warranty period the Buyer shall not pay the cost of the reconstituting or replacement of the allegedly defective goods at the Seller's then current rates and all transportation costs from the Seller's premises to the Buyer's premises.

(d) Save as provided in the previous clause the Seller shall have no liability to the Buyer (except in respect of death or personal injury resulting from negligence) in respect of any defect in the Goods or other breach of contract of whatsoever nature or other default or negligence on the part of the Seller its employees sub-contractors or agents and all conditions warranties or other terms, whether express or implied, statutory or otherwise, in relation to the Goods their quality and their fitness for any purpose are hereby excluded. Without limiting the foregoing:-

(i) the Seller shall not be liable in respect of any loss or damage whatsoever arising from the claim or of any person against the Buyer nor for any loss of profits, loss of business, economic loss or consequential loss or damage suffered by the Buyer.

(ii) all recommendations and advice given by or on behalf of the Seller to the Buyer as to methods of storing, using or applying the Goods, the purpose to which the Goods may be applied and the suitability of the Goods for use in any manufacturing process or in connection with any other materials are given without liability on the part of the Seller.

(iii) all drawings, specifications, performance data, weights and the like contained in any literature or other materials supplied by the Seller under or in connection with the Contract or otherwise communicated to the Buyer are provided or made by the Seller in the belief that they are as accurate as reasonably possible, but they do not constitute a description of the Goods, nor shall they be taken as representations by the Seller nor are they warranted to be accurate.

(iv) the Buyer shall indemnify the Seller against all liability, actions, claims, demands, costs, charges and expenses arising under the Consumer Protection Act 1987 or similar product liability legislation in any part of the world resulting from any defect in the Goods supplied by the Buyer or any other manufacture PROVIDED THAT such defect is not caused or contributed to be the fault or negligence of the Seller.

#### **Seller's Code of Practice**

In any case where the Goods are to be used, processed or resold by the Buyer, the Buyer shall duly observe and adhere to all provisions of any code of practice issued by the Seller with reference thereto, in particular (without limiting the foregoing) the Buyer shall conform to any instructions or recommendations given by the Seller in respect of the Goods and shall comply with any minimum stock and/or turnover requirements of the Seller.

#### **Confidentiality**

The Buyer shall keep and shall ensure that its directors employees and agents shall keep confidential and shall not copy or alter or part with possession of or disclosure to any other person any drawing descriptions parts lists and other technical or promotional materials supplied by the Seller nor disclose the contents of any such to any other person.

#### **Marking**

The Buyer shall not erase remove cover deface or alter any trade mark or copyright notice guarantee or other statement or marking affixed or applied by the Seller on or to either the Goods or any technical or promotional materials relative to the Goods.

#### **Assignment**

The Contract is personal to the Buyer which shall have no right to assign or delegate all or any of its rights and obligations hereunder.

#### **Waiver**

Failure on the part of the Seller to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

#### **Notices**

Any notice to be given hereunder shall be given by sending the same in a pre-paid registered letter or by fax to the principal place of business of the relevant party or to such other address as such party may have notified to the other for the purposes hereof. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been served seven days after despatch. Any notice sent by fax shall be deemed to have been served on the day following its despatch.

#### **Law and Jurisdiction**

The Contract shall be governed by and construed and interpreted in accordance with English law. The Seller and the Buyer submit to the non-exclusive jurisdiction of the English Courts in respect of any dispute arising out of or in connection with the Contract.