

PLEASE RETURN SIGNED FORM TO: Credit Control Department, Heol Groeswen, Treforest Ind EST, Pontypridd CF37 5YF
 or Email to jmason@control-gear.com

APPLICATION FOR CREDIT ACCOUNT

Customer Classification: (Indicate X as Appropriate)	Sole Trader *:		PLC:	LTD:	Other e.g. LLP:
Invoice Name:					
Payment Method:					Do you issue Purchase Order Numbers? Yes / No (YES)
Invoice or Statement address	* Sole Trader - all partners details required: Name(s): Home Address(es): Date(s) of Birth:				
Year trading commenced:	Company Registration No: If subsidiary, state name and Reg No of parent company:			VAT Number:	
Accounts Dept Tele No:	Email Address:			Mobile number:	
Fax No:	Contact Name:			Supplier Number:	
How Would you like to receive	Post	E-mail	E-mail Address		
Invoice/ credit Note					
Statement					
Debtors Letter					
Order Confirmation					
If Control Gear credit account criteria are not met, do you agree to a prepayment account?					Y/N

I/we acknowledge having received a copy of your Data Protection Act Privacy Notice and I/we agree to you processing any of my/our personal information for the uses/purposes specified in said Privacy Notice.

I/we acknowledge receipt of your terms and conditions of business. On request

I/we acknowledge and agree to the giving of our information to bona fide credit reference agencies to enable and assist with the account opening process.

TERMS ARE STRICTLY 30 DAY (NET) FROM DATE OF INVOICE OR PREPAYMENT ONLY

Authorised Signature

Print Name

Date

THIS APPLICATION WILL BE DELAYED IF DETAILS ARE MISSING OR INCORRECT

Application for Credit Account return to: jmason@control-gear.com or lwilliams@control-gear.com

CONTROL GEAR GROUP LTD VAT Number GB 588 1097 04 COMPANY REGISTRATION NUMBER: 2678870

Terms and conditions of sale

Introduction

These conditions shall form part of every contract of sale entered into by Control Gear Group Limited, Control Gear (Automation), Control Gear (Filtration) , Control Gear Fluid Power, Control Gear(Hoses) Limited, Swansea Hydraulics, Rose & Co Limited, Power Gear (Spray & Air) Limited, Series 2000 Limited Control Gear Group Limited (Hydraulics) Limited.

General

The acceptance of this document includes the acceptance of the following terms and conditions. In the event of your official order forms containing special printed conditions, it is understood that such conditions are only binding in so far as they are not at variance with the terms and conditions contained herein. No variation to these terms and conditions of sale is permitted unless such variation has been authorised in writing by our Managing Director. Reference herein to goods shall include all goods and services sold to you.

Drawings and Specification

All drawings and specifications, dimensions and weights provided by us are approximate unless otherwise stated. Therefore, we accept no liability for damage or injury arising from any error or omission in the data provided.

Performance

Any performance details given by us are based upon our experience and are such as we expect to obtain on test. We accept no liability for any failure to achieve stated performance figures unless the performance data has been confirmed in writing by our Managing Director. You assume responsibility for the capacity and performance of the goods being sufficient and suitable for your purpose.

Dispatch

Any times quoted for dispatch are the dates from receipt by us of a written order to proceed and of all necessary information to enable us to put the work in hand. Times of dispatch are submitted without liability for delay however occasioned, but every effort will be made to maintain them.

Damage or Loss in Transit

It is your responsibility to inspect the goods promptly on arrival. Any claims for damage, non-delivery, loss in transit or late delivery must be made in writing within 3 days of receipt of the goods.

Guarantee and Limitation of Liability

Control Gear Group Limited shall, at its option, repair, replace or credit the buyer with the whole or a due proportion of the purchase price of any goods supplied to it by Control Gear Group Limited in respect of which any defect shall arise due to faulty materials or workmanship, provided that,

- (i) the defect becomes apparent within 12 months from date of delivery
- (ii) the buyer gives notice of the defect in writing within 14 days after the defect becomes apparent
- (iii) the defect is not attributable to misuse, failure to comply with storage instructions, operation or maintenance, damage caused by any factors beyond our control, or fair wear and tear
- (iv) the goods have not been repaired or altered without our written approval

In the case of goods not of our manufacture the buyer shall be entitled only to such benefits as we may receive under any guarantee given to us in respect thereof.

Control Gear Group Limited shall have no liability to the buyer in respect of any defect in the goods, and all conditions and warranties whether express or implied, as to the quality of the goods, their fitness for any particular purpose, or their design, manufacture, materials, components, specification and performance are excluded. Further, Control Gear Group Limited shall have no liability

for any loss of production, loss of profit, loss of use, loss of contracts or any other consequential, economic or indirect loss whatsoever which may in any way arise out of the goods supplied or any defect in the same.

Title and Risk

Title to the goods will not pass to the buyer until Control Gear Group Limited has received in full (in cash or cleared funds) all sums due in respect of the goods and all other sums which are or which become due to Control Gear Group Limited from the buyer on any account whatsoever. This clause shall not prevent the buyer from embodying the goods in any product so long as they remain identifiable or from selling the goods or any product embodying the goods but, in the event of such sale (to the extent of the buyer's indebtedness to Control Gear Group Limited in respect of the goods) the buyer:

- (i) shall hold the proceeds of sale or the right to receive the same on trust for Control Gear Group Limited
- (ii) shall place the proceeds of sale in a separate account of the buyer in such a way as to be identifiable as in the beneficial ownership of Control Gear Group Limited and
- (iii) At Control Gear Group Limited's request, shall assign the right to receive the proceeds of sale to Control Gear Group Limited.

In the event of the buyer suffering any distress or execution to be levied against him or entering into any arrangement with its creditors or (being an individual) becoming subject to the bankruptcy laws or (being a company) entering into liquidation otherwise than for the purposes of amalgamation or reconstruction or having a receiver appointed of the whole or any part of its assets, Control Gear Group Limited without prejudice to its other rights under these conditions shall be entitled to enter upon any land or premises where the goods or any product embodying the goods may be for the time being, to detach the goods if so embodied and to recover possession of them.

The risk in the goods shall pass to the buyer on delivery.

Returns

Returns of goods not suffering from defects will only be accepted by Control Gear Group Limited from the buyer with the prior agreement of Control Gear Group Limited Ltd in writing. All items which are accepted as returns will be subject to a handling charge.

Legal Construction

Unless otherwise agreed in writing, these conditions are subject to English Law.

PAYMENT

- (i) Unless otherwise expressly stated prices are due and payable in united Kingdom Sterling.
- (ii) If payment is not received the company shall be entitled to suspend all or any deliveries to be made under that or any other contract with the purchaser. In such event the purchaser shall not in any respect be released from its obligations to the company under that or any other such contract.
- (iii) Instead of suspension we reserve the right to terminate any account.
- (iv) Time of payment is the essence of every contract entered into upon and subject to these terms and conditions. Standard terms and conditions are 30 days net monthly.