TRADE ACCOUNT APPLICATION FORM

Company Name :

Address :

Postcode :

Telephone No :

Partnership - Full Names of Partners :

Sole Trader - Full Name :

VAT No :

Ltd Company Reg No :

Contact Details

Purchasing Contact

Name :

Email :

Phone :

Accounts Contact

Name :

Email :

Phone :

Estimated Monthly Spend : £

Sign and print below to confirm acceptance of BPF's standard terms & conditions.
A copy of our terms & conditions can be viewed here.

Print Name :

Signature :

Internal Use Only

BPF Account No.

BOX15 Account No.

Account Manager :

Credit Score :

www.bpfonline.co.uk | 01295 678614 | sales@bpfonline.co.uk
Units 9 & 10, Alkerton Oaks Business Park, Upton Estate, Banbury, Oxon. OX15 6EP

Banbury Plastic Fittings Limited Terms and Conditions of Business

1. DEFINITIONS

In the context of these terms and conditions:

"the Company"	means Banbury Plastic Fittings Limited, registered in England and Wales with company number 3935890.
"Conditions"	means these terms and conditions of business, as amended from time to time in accordance with clause 17.
"the Customer"	means the person, firm or company by whom the Order is placed.
"Drawings"	means any drawings for the Products, including any relevant designs or specifications, that are supplied to the Company by the Customer or produced by the Company at the Customer's instruction, as agreed between the parties.
"the Goods"	means the finished goods described in the Order.
"the Order"	means the Customer's order for the Supply of Goods, as set out below, overleaf, or in the Company's written confirmation of order acceptance, as the case may be.
"the Contract"	means the contract between the Customer and the Company for the supply of Goods in accordance with these Conditions.
"Customer Tooling"	means the tooling (other than Company Tooling) described in the Order or otherwise made for the purposes of manufacture of the Goods to be supplied under the Contract.
"Company Tooling"	means the tooling made by the Company for the purposes of manufacture of Standard Mouldings.
"Mouldings"	means Standard Mouldings or Custom Mouldings.
"Standard Mouldings"	means any mouldings described in the Order other than Custom Mouldings.
"Custom Mouldings"	means mouldings required by the Customer to conform to its own individual design and specification, including any relevant Drawings.
"Part Mould Charges"	means charges made in respect of the manufacture or execution of development works on Tooling.
"the Products"	means the Goods and the Customer Tooling.
"working day"	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

2. GENERAL

Unless otherwise expressly agreed in writing by a director of the Company all Tooling or Mouldings made Products or services supplied and /or work undertaken by the Company are made, supplied and /or undertaken upon these Conditions and no agent or representative of the Company has any authority to vary or omit these Conditions. These Conditions apply to the exclusion of all other terms and conditions (except any which might be implied by law in favour of the Company) and in particular to the exclusion of any which the Customer may purport to apply under an order confirmation, Order or otherwise. All Orders shall be deemed to be an offer by the Customer to contract with the Company pursuant to these Conditions, which the Company is free to accept or reject at its discretion.

3. ACCEPTANCE AND VARIATION OF PRICE

3.1 Quotations issued by the Company whether verbally or in writing do not constitute offers and are subject to acceptance by the Company of the Customer's Order when placed and unless otherwise agreed no contract involving the manufacture of any new Customer Tooling shall be concluded until written acceptance by the Company of the Customer's Order. The Customer shall confirm all verbal Orders in writing within ten days of the original instructions.

3.2 Prices quoted or listed by the Company are (where applicable) based on prices of the Company's suppliers – otherwise on the Company's estimated costs at the time of quotation or listing and are subject to adjustment prior to despatch to cover any increase in such prices or costs or in taxation or duty which might take place prior to delivery and such prices are (unless otherwise stated by the Company or agreed) exclusive of carriage and VAT but inclusive of bulk packing.

3.3 Mouldings with a net invoice value of £250 or more will be carried free of charge except where special carriage terms or delivery to an address outside mainland England are specifically requested.

3.4 Where components are to be imported the Company reserves the right to vary the price quoted to reflect the rate of exchange for purchase of the relevant currency in pounds sterling.

3.5 Quoted prices are based on specific quantities and therefore do not necessarily apply to an Order for a smaller or greater quantity.

4. SAMPLES AND DESIGN

4.1 In all cases where the Customer requires Custom Mouldings the Company will initially provide samples prior to the first production run for Customer approval with an Initial Sample Inspection Report ("ISIR"). The Company will then subject to reasonable variation use all reasonable endeavours to ensure the production is consistent with the samples that have been approved. Approval of samples will be deemed to be acceptance by the Customer of the relevant Customer Tooling notwithstanding any deviation from any dimensions previously agreed by the parties or contained in any Drawings supplied by either party. The Company hereby expressly excludes the application of section 15 of the Sale of Goods Act 1979 from the Contract.

4.2 The Customer shall promptly consider the ISIR supplied by the Company to the Customer with samples produced from new Customer Tooling or revised or modified Customer Tooling. If the Customer is satisfied with the ISIR and the samples then the Customer shall promptly return the ISIR endorsed and signed with his acceptance thereof. If the Customer has not done so within fourteen (14) days of receipt of the ISIR then the Customer shall be deemed to have done so and the Company shall be entitled to invoice the Customer for any un-invoiced balance of the costs of any Customer Tooling work unless in the meantime the Customer shall have drawn the attention of the Company in writing to any defects or changes. If in any circumstances samples have been supplied by the Company to the Customer without an ISIR being available then any Order for Products placed by the Customer before an ISIR has been returned (or is deemed to have been returned) endorsed with the Customer's signed acceptance will only be accepted on the basis (which is agreed between the Company and the Customer) that the ISIR is deemed to have been accepted by the Customer.

4.3 For purchases of all Mouldings, the Customer shall test any samples provided for suitability, sizing and colour and (even if the Customer should not do so) shall be deemed to have done so and approved any such samples provided unless it notifies the Company to the contrary within fourteen (14) days of receipt of such samples.

4.4 The following provision of this condition shall apply to Drawings:-

4.4.1 The Customer shall accept responsibility (to the entire exclusion of the Company) for all Drawings supplied to the Company by the Customer or approved by the Customer and the Company shall have no liability or responsibility whatsoever for any defect in any Goods, Customer Tooling or Mouldings which conform to such Drawings.

4.4.2 The Customer shall consider promptly all Drawings prepared by the Company and (unless the Customer shall be dissatisfied in any respect in which event the Customer shall give to the Company notice in writing with full particulars forthwith upon receipt) the Customer shall return to the Company within fourteen (14) days of receipt copies of such Drawings signed and endorsed by the Customer with its acceptance thereof (in such form as the Company may reasonably require) and if the Customer shall not do so it shall be deemed to have done so.

4.4.3 As a matter of standard practice the Company requires the Customer to give its written approval of a Drawing of a Moulding prior to manufacture of the Customer Tooling in question and in giving such approval the Customer confirms its satisfaction with such Drawing and its willingness to commission the manufacture of Customer Tooling to provide Mouldings consistent with the Drawing.

5. CUSTOMER TOOLING

5.1 Payment for Customer Tooling shall be strictly net cash on the due date stated on the invoice therefore in accordance with the provisions of Clause 10 below. Risk of damage to or loss of the Customer Tooling shall however be that of the Customer at all times. Property in the Customer Tooling shall pass to the Customer immediately upon payment of all sums due in respect of the Customer Tooling but subject however to the provisions of Clauses 5.6 and 8 below.

5.2 Notwithstanding the provisions of this Clause 5 and Clause 8 hereof, the Customer shall allow the Company to retain possession of the Customer Tooling (free of charge) for one year following payment of all sums due in respect of the Customer Tooling and the Customer shall not in any way whatsoever interfere with the Company's possession of such Customer Tooling during such period.

5.3 The rights of the Company pursuant to Clause 5.2 above shall be as the Customer's bailee and the Company shall have a first and paramount lien on and over such Customer Tooling during such period pending payment in full by the Customer to the Company of all and any such monies are as referred to in Clause 5.4 below.

5.4 Notwithstanding Clause 5.2 above, should the Customer give the Company notice in writing within the said period of 1 year that it wishes to remove such Customer Tooling then it may do so on payment to the Company of such reasonable charges as the Company may raise to cover its reasonable costs of setting up and manufacturing such Customer Tooling and a reasonable profit on anticipated volume production orders during such period of 1 year (insofar as not already recovered).

5.5 During such period of time (whether more or less than the said period of 1 year) that the Company retains possession of such Customer Tooling it may work on alter adapt and/or amend it in such reasonable manner as it thinks fit provided that in so doing it does not make it unfit for its intended purpose.

5.6 If Customer Tooling is to be manufactured and /or development work carried out on such Customer Tooling in circumstances where Part Mould Charges are notified by the Customer on the Company's confirmation of Order, a sum representing a part payment in respect of the Company's charges for the manufacture and /or development work carried out on the Customer Tooling shall be payable upon receipt of the Order relating to that Customer Tooling and title to the Customer Tooling shall only pass to the Customer, subject always to the provisions of Clause 8 hereof, upon payment in full of all outstanding sums due (including the balance of such charges) in respect of the Customer Tooling.

5.7 The Company shall not use the Customer Tooling for any other customer without the Customer's prior written consent.

5.8 Unless otherwise agreed the Company reserves the right to charge for work in producing any Drawing for the Customer.

5.9 The Company shall be under no obligation to proceed with cutting metal and /or other work in connection with the making or manufacture of Products or the production of samples unless and until any and all relevant Drawings and /or ISIRs have been approved by the Customer in accordance with these Conditions.

5.10 Whilst in possession of Customer Tooling the Company shall not be under any obligation to carry out any particular work or maintenance, repair, refurbishment or servicing of it and (in particular but without prejudice to the generality of the foregoing) shall not be under any obligation to maintain such Customer Tooling after (in the reasonable opinion of the Company) it has reached or is about to reach the end of its useful life.

5.11 The Company reserves the right to charge for work of maintenance, repair, refurbishment or servicing of such Customer Tooling, provided that it will obtain agreement from the Customer to its proposed charges before undertaking work.

6. COMPANY TOOLING

6.1 All Company Tooling shall at all times remain the property of the Company, and the Customer shall have no right, title or interest in or to any Company Tooling (save the right to possession [and use] of the Company Tooling subject to these Conditions).

6.2 The risk of loss, theft, damage or destruction of Company Tooling which is held by the Company at its premises (or on its behalf by any third party at any other location) shall pass to the Customer on delivery to it of that Company Tooling. Company Tooling shall remain at the sole risk of the Customer for the period during which the Company Tooling is in the possession, custody or control of the Customer (or such third party on its behalf) until such time as the Company Tooling is redelivered to the Company. During that period the Customer shall, at its own expense, obtain and maintain the following insurances:

6.2.1 insurance of the Company Tooling to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Company may from time to time nominate in writing;

6.2.2 insurance for such amounts as a prudent owner or operator of the Company Tooling would insure for, or such amount as the Company may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Company Tooling; and

6.2.3 insurance against such other or further risks relating to the Company Tooling as may be required by law, together with such other insurance as the Company may from time to time consider reasonably necessary and advise to the Customer.

6.3 All insurance policies procured by the Customer shall be endorsed to provide the Company with at least twenty (20) working days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon the Company's request name the Company on the policies as a loss payee in relation to any claim relating to the Company Tooling. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

6.4 The Customer shall give immediate written notice to the Company in the event of any loss, accident or damage to the Company Tooling arising out of or in connection with the Customer's possession or use of the Company Tooling.

6.5 If the Customer fails to effect or maintain any of the insurances required under this clause 6, the Company shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

6.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Company and proof of premium payment to the Company to confirm the insurance arrangements.

7. DELIVERY

7.1 The Company will use all reasonable endeavours to deliver at the time stated but delivery dates shall be regarded as estimates only, and time of delivery shall not be of the essence of the Contract. The Company shall not be liable for any delay occasioned by any cause whatsoever beyond the Company's control.

7.2 Products shall be deemed to be delivered when they leave the premises of the Company or as the case may be the premises of the Company's suppliers in circumstances where the Products are delivered directly from such suppliers.

7.3 In the case of delivery of Products by instalments the Customer will not be entitled to treat the delivery of faulty goods in any one instalment or the late delivery or non-delivery of any one instalment as a repudiation of the whole Contract.

7.4 A variation and delivery of up to 10% above or below the quantity of the Goods ordered shall be deemed due execution of the Order and shall not of itself give to the Customer any right of rejection or any other rights (save that in the case of an under-delivery the Customer shall be entitled to a pro rata adjustment of the price payable) and the Company shall be entitled to make a pro rata adjustment to the payment due to reflect the delivered quantity.

7.5 When it is necessary for the Customer to supply any containers, packaging, labels, identifications or particulars in respect of the Goods or do any other act to enable the Company to effect delivery of the Products such containers, packaging, labels, identifications or particulars must be supplied or acts performed as soon as reasonably practicable, and the Company shall not be liable for any delay in delivery of Products as a result of the Customer's delay or failure to provide the same.

8. RISKS AND TITLE TO PRODUCTS

8.1 Risk of damage to or loss of the Products shall pass to the Customer upon delivery but title in the Products remains vested in the Company and shall only pass from the Company to the Customer upon full payment being made by the Customer of all sums due:

8.1.1 in respect of the relevant Products; and

8.1.2 on whatsoever other account or grounds to the Company from the Customer.

8.2 In the event of any of the Products being sold by the Customer in such manner as to pass to a third party title to such of the Products, the Customer shall place the proceeds of such sale in a separate bank account. The Company's rights under Clause 8.1 shall attach to the proceeds of such sale. Nothing herein shall constitute the Customer the agent of the Company for the purposes of any such sub-sale.

8.3 The Customer agrees that prior to full payment being made as aforesaid the Company may at any time repossess any of the Products and enter upon the Customer's premises and remove such Products therefrom (and dispose of the same in any manner it may decide) and that prior to such payment the Customer shall keep such Products as fiduciary agent and bailee and separate and identifiable for this purpose.

8.4 In the event of the Products becoming constituents of or being converted into other products whilst sums are due as provided in Clause 8.1 hereof the Company shall have the ownership of and title to such other products (but not by way of a charge) as if they were the Products and accordingly this Clause 8 shall so far as appropriate apply to such other products subject to the Customer's right to the surplus of any monies realised by the said products in excess of those due to the Company as provided herein.

8.5 Any implied authority that the Customer shall be entitled to sell the Products and pass property in the same to third parties in the normal course of its business of manufacture other products out of the same or sell such other products will continue until otherwise notified by the Customer by the Company or until the happening of any of the following events:-

8.5.1 any notice to the Customer that an administrative receiver or other receiver or manager is to be or has been appointed in respect of its undertaking or a material part thereof or other property or assets.

8.5.2 Any notice to the Customer that a petition to wind up the Customer is to be or has been presented or any notice to the Customer of a proposal to pass a resolution to wind up the Customer (including any proposal by the Customer so to do)

8.5.3 A decision by the Customer to make a voluntary arrangement or composition with its creditors or any notice to the Customer and/or any of its creditors that a proposal for the same is to be or has been made.

8.5.4 The Customer becoming unable to pay its debts as such expression is defined by the Insolvency Act 1986.

8.5.5 Any notice to the Customer that is to be the subject of a petition for an administration order presented to the Courts or the making of an administration order in respect of the Customer and upon the happening of any such events the Customer shall immediately notify a director of the Company.

8.6 On receipt of written notice from the Company or on the happening of any of the events set out in Clause 8.5 above the Customer's implied authority to sell the Products shall be immediately withdrawn and all such Products and other products made therefrom shall immediately be delivered to the Company.

9. NOTIFICATION OF LOSS OR DAMAGE

The Company must be informed in writing within five working days of delivery of any Products in the event of any shortage or damage and within seven days of receipt of invoice if any of the Products have not been duly delivered otherwise such Products shall be deemed to have been accepted by the Customer as being in good order and in conformity with the Contract.

10. PAYMENT

10.1 Unless otherwise stated payment for the Products is strictly net cash to be made by the due date stated on the relevant invoice. Failure to make due payment in respect of deliveries or instalments under any contract between the Customer and the Company shall entitle the Company to delay, suspend or cancel deliveries in whole or in part at its option.

10.2 If payment is not made in full by the due date stated on the relevant invoice the Company reserves the right to charge interest to the Customer at the rate of 6% per annum above the base rate from time to time of Barclays Bank Plc on the unpaid balance (such interest to accrue on a day to day basis from the due date stated in the invoice (as well after as before any judgment)).

10.3 Payment shall be due whether or not title in the Products has passed by virtue of Clause 8 above and the Company shall (without prejudice to any other right or remedy) accordingly be entitled to sue for the price once the same is due even if title has not passed.

10.4 Where the Customer shall have failed to take delivery of the Products or makes default in or commits any breach of its other obligations to the Company hereunder or any of the events referred to in Clause 8.5.1 – 8.5.5 happens or the Company ceases or threatens to cease trading or if the Company shall reasonably doubt the solvency of the Customer then in any such case the Company reserves the right to stop manufacture and delivery of any Products ordered by the Customer from the Company under the terms of any contract.

11. LIABILITY

11.1 The Customer shall inspect the Products upon delivery. The Company will make good at its option by repair or replacement any defects in any of the Products due solely to defective workmanship or materials which are notified in writing to the Company and, in the case of any defect discoverable upon reasonable examination, such notification must be made within ten (10) days from the date of delivery and, in the case of any defect not discoverable upon reasonable examination, such notification must be made within ten (10) days of the date such defect is actually discovered provided that the Customer does not make any further use of the Products after giving such notification, and further provided that the aforesaid obligations on the Company shall not extend to defects caused by wilful damage, negligence (other than negligence of the employees or agents of the Company), incorrect storage or application, movement or installation, defects arising as a result of the Company following any Drawing or other design or specification supplied by the Customer, or defects caused by fair wear and tear provided further that the aforesaid obligations on behalf of the Company shall in any event only apply to defects notified within the period of 6 (six) months from the date of delivery of the Products. If required by the Company and at the Customer's cost the Products must be returned within fourteen (14) days of notification of the defect, packaged and transported in accordance with the Company's requirements. Repair or replacement in accordance with this clause 11.1 shall be the Customer's sole remedy for defective Products, and this clause 11.1 shall apply to any repaired or replacement Products.

11.2 To the extent permitted by law and save as herein set out and for liability for death or personal injury resulting from negligence on the part of the Company and save for breach of the Company's statutorily implied warranties as to title, all express or implied conditions, representations or warranties as to the description, quality or fitness of any and all Drawings and /or Products (or samples) supplied by the Company are expressly excluded.

11.3 Except in respect of death or personal injury caused by the negligence of the Company, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with any Customer Tooling or Mouldings or the design, preparation, manufacture or production thereof respectively, or the supply of Products or their use or re-sale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price payable by the Customer therefor, except as expressly provided in these Conditions.

11.4 The Company accepts no liability where material or components supplied by the Customer or through his offices or from sources dictated by the Customer shall be defective or in any unsatisfactory condition and the Customer shall indemnify the Company against any loss suffered by the Company arising as a result of such defects or conditions.

12. FORCE MAJEURE

The Company shall be excused from liability to the Customer if performance of the contract is prevented or hindered (in particular if an agreed delivery date is delayed) by any cause whatsoever beyond the Company's control and in particular without prejudice to the generality of the foregoing by Act of God, war, riot, civil commotion, Government controls, restrictions or prohibitions, or any other Government act or omission whether local or national, fire, flood, subsidence, sabotage, accident, strike or lock out and shall not be liable for any loss or damage resulting therefrom suffered by the Customer.

13. SAFETY INSTRUCTIONS

The Customer undertakes with the Company that it will ensure compliance so far as is reasonably practicable by its employees, agents, licensees and customers with any instructions given by the Company or the manufacturer for the purpose of ensuring that any Products will be safe and without risk to health when properly used and will take any other steps or precautions as having regard to the nature of the Products are necessary to preserve the health and safety of persons handling, using or disposing of them.

14. INDEMNITY

The Customer shall forthwith indemnify the Company on a full indemnity basis against all or any liabilities, costs, damages, losses or expenses of whatsoever nature (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company due to an alleged or actual infringement of any third party's intellectual property rights arising out of Custom Mouldings or Customer Tooling manufactured, or services provided, by the Company to the Customer's order and in accordance with any samples, Drawings, designs, specifications and/or other instructions given by the Customer to the Company.

15. LEGAL INTERPRETATION

The Contract and these Conditions and any claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with English law, and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or these Conditions.

16. SEVERANCE AND WAIVER

16.1 If any part of these Conditions is or becomes ineffective, invalid, illegal or unenforceable for any reason, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this clause shall not effect the validity and enforceability of the remainder of the Contract which shall remain binding upon the parties.

16.2 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. Failure or neglect by the Company to enforce at any time any of the provisions hereof shall not be construed as nor be deemed to be a waiver of the Company's rights hereunder nor shall such failure or neglect in any way affect the validity of the whole or any part of theses terms and conditions and the Company's right to take subsequent action shall not he prejudiced thereby. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.