

CREDIT ACCOUNT APPLICATION



358 Selbourne Road
Luton
Bedfordshire
LU4 8NU

Tel: 01582 599933 Fax: 01582 585704
Email: accounts@dymatecuk.com

ALL SECTIONS MUST BE FILLED OUT

CUSTOMER DETAILS

FULL COMPANY NAME
INVOICE ADDRESS
POST CODE
Tel.No:
Fax.No:
Email

REGISTERED OFFICE

COMPANY REGISTRATION NUMBER
VAT NUMBER

Purchasing Dept Contact	TEL:	Email:
	FAX:	
Account Dept Contact	TEL:	Email:
	FAX:	

BANK DETAILS
POST CODE

BANK ACCOUNT NUMBER
SORT CODE

TRADE REFERENCE (1)
POST CODE
Tel.No:
Fax.No:

TRADE REFERENCE (2)
POST CODE
Tel.No:
Fax.No:

Agreed by (Customer Signature)	Position	Date

This account will not be accepted unless it is signed by either a director, partner or MD
Payment due end of month following month of delivery. All applications are accepted on these terms only, unless otherwise agreed in writing

Dymatec reserve the right to charge interest and late payment compensation on overdue accounts. Dymatec also reserve the right to pass any account which goes over the agreed terms to a third party for collection.

DYMATEC OFFICE USE ONLY

Approved by	Position	A/c Number	Credit Limit

DYMATEC

BANK STATUS ENQUIRY

ALL SECTIONS MUST BE FILLED OUT & SIGNED

Private & Confidential

The Manager

Dear Sir

RE: STATUS ENQUIRY REQUEST

We request your opinion as to the means and standing of :

NAME

A/C NUMBER

ADDRESS

SORT CODE

and their/his/her trustworthiness in the way of business/normal business engagements

to the extent of £ per annum

CONSENT (To be completed by the customer)

I/We..... Consent to..... Bank

Proving a reference on me/us:.....

Signed..... Date.....

DYMATEC USE ONLY

I/We enclose our cheque for £..... in payment of your tariff for this service.

Yours Faithfully
DYMATEC

Jeremy D Newton
Senior Partner

DYMATEC

Specialist Products For Diamond Drilling & Sawing
358 Selbourne Road
Luton
Bedfordshire
LU4 8NU

Tel: 01582 599933 Fax: 01582 585704
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CONDITIONS OF SALE

1. APPLICATION

Unless otherwise agreed in writing, these conditions shall be incorporated in every offer, quotation, acceptance and contract for the sale or supply of goods (including any ancillary services) by DYMATEC (hereafter designated 'The Company').

2. PRICES

- (a) Unless previously withdrawn this quotation is open for acceptance within one calendar month from the date hereof unless stated and without prejudice to Clause 1(b) hereof
- (b) Whilst the Company make every effort to maintain prices in this quotation, price variations may be made should any change occur in existing rates of wages, material prices etc.
- (c) Prices quoted are ex-works Luton or ex-UK port in respect of imported equipment, and do not include installation fitting to the buyer's equipment, commissioning etc. unless specifically stated hereon.
- (d) Goods will be invoiced at the prices and subject to the manufacturer's terms and conditions of sale in force at the time of shipment.
- (e) So far as imported goods are subject to our option to amendment to give effect to any alteration in export or import charges affecting the same or to any change in the relevant exchange rates.
- (f) Unless otherwise agreed in writing the contract does not include the supply of
 - (i) descriptive literature or instructions other than one copy of instructions for operation and routine maintenance of the equipment
 - (ii) the services of an engineer on site for the purpose of checking or commissioning the equipment.
 - (iii) installation, connection and other drawings except those included in (i) aboveIf the Company is required to supply any of these items and agrees to do so an extra charge shall be made.

3. SETTLEMENT TERMS

- (a) Unless otherwise agreed payment in full shall be due for the goods on notification by the Company that they are ready for despatch.
- (b) The company reserves the right to add interest and late compensation charges to any invoice which has passed the agreed date of payment.

4. ACCEPTANCE

All quotations are subject to the availability of the equipment concerned on receipt of a firm order and to confirmation by the Company upon receipt of the Customer's order

5. RISK AND TITLE TO GOODS

- (a) The risk in all goods passes to the Buyer upon delivery (as hereinafter defined) but title in the goods remains vested in the Company and shall only pass from the Company to the Buyer upon full payment being made by the Buyer of all sums due (on whatever account or grounds) to the Company by the Buyer
- (b) The Buyer agrees that prior to payment of the whole price of the goods and of all sums due as aforesaid the Company may at any time enter upon the Buyer's premises and remove the goods therefrom and that prior to such payment the Buyer shall keep such goods separate and identifiable for this purpose,
- (c) In the event of the goods becoming constituents of or being converted into other products while such sums are due as aforesaid the Company shall have the ownership of the goods and a lien in such other products.

6. DELIVERY

- (a) Whilst the Company will endeavor to deliver at the stated time, delivery dates shall be regarded as estimates only. The Company shall not be liable for any claims arising from delay in delivery from whatever cause.
- (b) Goods shall be deemed to be delivered when handed over to the carrier.
- (c) If import restrictions render supply impossible, the Buyer shall not be entitled to any claim against the Company whatsoever in respect of such non-delivery
- (d) If goods in any contract have to be delivered in installments, faulty goods in any one installment, or the delayed delivery of any one installment, shall not entitle the Buyer to repudiate the whole contract.

7. DAMAGE IN TRANSIT

It is a condition that unless otherwise stated in this quotation the Company is not liable for any damage or loss prior to installation be it consequential or otherwise, that may occur after the goods have left the Company's premises

8. CARRIAGE CHARGES

- (a) In the event of the Company agreeing to arrange transport of the goods to the customer, all charges incurred thereby shall be passed on to the customer at cost unless otherwise stated hereon, or agreed in writing by a partner of the Company. The company reserves the right to charge for any abortive collections or deliveries.
- (b) The Buyer shall be responsible for any insurance of the transit of the goods to the Buyer's premises as the Buyer shall consider necessary

9. CANCELLATION

In event of cancellation of an order by the Buyer, for any reason whatsoever, the Company shall be entitled to make a cancellation charge which shall be paid by the Buyer within 28 days of notification of the charge by the Company to the Buyer and the charge shall comprise:

- (i) a total of all transport costs, storage charges and other expenses incurred by the Company as a result of the cancellation of the order by the Buyer and
- (ii) a sum calculated on the difference between the selling price and the cost of the goods to the Company.

10. LIABILITY

Whilst every assistance is given to our clients to select the correct equipment for any given purpose, the Company's guarantee only covers the performance of the equipment supplied when it is used under the conditions for which it is designed and the Company cannot be held responsible for the correct functioning of the plant or process on which the equipment is used.

In any claim by the Buyer against the Company in respect of the goods for their performance the Company shall be only liable for replacement or repair of equipment of its own manufacture and shall not be liable in respect of the following matters:

- (a) for components in the goods or equipment not manufactured by the Company which will normally carry the guarantee granted by the original manufacturer
- (b) for any defects caused by wilful damage, negligence, incorrect application, wear and tear.
- (c) for damage sustained in transit.
- (d) for loss or damage, injury or death howsoever caused to the Customer or any other person consequential upon defects in the goods of any description or from incorrect application of the equipment supplied

Claims under guarantee in respect of all equipment supplied by the Company will be examined provided the equipment is returned appropriately packed and carriage paid either to the Company, or to the original manufacturer

11. FORCE MAJEURE

The Company shall be excused from liability if performance of the contract is prevented or hindered by any cause whatsoever beyond the Company's control and in particular, and without prejudice to the foregoing by act of God, War, Government Control, restriction 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 from any such circumstances.

12. DESCRIPTION AND DESIGN

- (a) The description given to the goods in any quotation of contract is given by way of identification only and the use of such description shall not constitute the contract as a sale by description and the Company reserves the right to alter the design or the materials used in the goods at any time without notice.
- (b) All specifications drawings and particulars submitted are approximate only and descriptions, illustrations, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract
- (c) The company accepts no liability for failure to attain any performance figure quoted unless specifically guaranteed in writing within a specified margin of tolerance
- (d) The Customer assumes responsibility that goods stipulated by the customer are sufficient and suitable for the purpose concerned save in so far as the stipulations are in accordance with the Company's advice

13. COPYRIGHT

Design and principles of operation of the goods shall remain the exclusive copyrights of the Company or its suppliers and neither the design nor the principles of operation shall be reproduced in whole or in part by the customer or any third party without the previous written consent of the Company

14. STATUTORY OBLIGATIONS

The Buyer shall be responsible for complying with any statutory obligations normally imposed on a supplier of goods of this nature by the county in which the Buyer is situated and shall indemnify the Company against all costs and claims in respect thereof

15. OTHER CONDITIONS

The foregoing conditions shall take priority to any purchase conditions imposed or attempted to be imposed by the Customer and receipt of the Customer's order shall be deemed acceptance of these conditions

16. LEGAL INTERPRETATION

The contract is governed by English law. Any dispute arising out of or in connection with this contract, unless settled by mutual agreement, shall be determined by the English courts.

Conditions for the Hiring of Plant

- 1 In these Conditions the following terms shall have the following meanings attributed to them:
- | | |
|-------------|--|
| "the Owner" | DYMATEC, 358 Selbourne Road, Luton, Beds LU4 8NA. |
| 'Equipment' | The tools and/or machines together with all accessories thereof or used therewith supplied by the Owner to the Hirer upon the terms hereafter appearing. |
| "The Hirer" | The person signing the application for hire, together with a company, firm or organisation on whose behalf such applications are made. |
2. All applications for hire shall be in writing in the form printed overleaf and shall be subject to these terms and conditions which shall supersede and override any terms and conditions upon which the Hirer may trade whether or not the Owner has notice thereof.
3. Where a company, firm or other organisation is named as the Hirer, that company, firm or organisation shall be considered to be Co-Hirer with the person signing the form of application and they shall be jointly and severally liable to the Owner in respect of the obligations of the Hirer.
4. No alternation or addition to these terms and conditions shall be effective unless agreed in writing and signed on behalf of the Owner by an authorised representative.
5. (a) The hiring shall commence on the day upon which the Equipment leaves the Owner's depot ("the commencement date") and shall continue until acceptance of the Equipment from the Hirer by the Owner at the said depot ("the date of cessation") such acceptance to be evidenced by the Hirer obtaining from the owner during normal office hours a signed and dated receipt and shall in default be the date so stated for return in the Owner's ledgers (such period being known hereafter as "the period of Hire").
- (b) Without prejudice to the generality of the foregoing the period of hire shall in the circumstances where the Owner agrees to deliver and/or collect the Equipment include such delivery and/or collection and any time when the Equipment remains in the Hirers control prior to collection whether or not the Owner requires payment of hire changes for the whole of the period of hire.
- (c) If the Hirer is an individual or partnership (including and unincorporated body or persons) and not a Limited Company the Contract will terminate not less than 3months from the commencing date of the period of hire in such circumstances the Hirer will, not later than close of business on the penultimate day of the said 3months, restore the Equipment to the Supplier. Equipment not restored to the Supplier will be subject to a charge equating to the financial loss to the Supplier.
6. The hire charge is exclusive of carriage and any expenses incurred by the Owner in respect of delivery or recovering or attempting same which sums will be paid by the Hirer to the Owner on demand. Where carriage charges are quoted by the Owner such charges will include a charge for a maximum of 30 minutes attendance by the Owners vehicle at the address specified by the Hirer. Where delivery and erection charges are quoted by the Owner, such charges will include a charge for a maximum of 60 minutes total attendance by the Owners vehicle at the address specified by the Hirer. Further time will be paid for by the Hirer on demand at the rate current at the time of delivery.
7. The Hirer will pay to the Owner the hire charge stated overleaf, to be calculated on a daily basis from and including and commencement date to the date of cessation as follows:
- (a) In respect of the initial agreed period of hire, in cash on or before the commencement date.
- (b) In respect of any further or extended agreed period of hire, in cash on or before the commencement of such further or extended period of hire.
- (c) In respect of any other period upon the date of cessation (howsoever occurring).
- (d) In the case of Hirers so authorised by the Owner, within thirty days of the Owner's invoice. (in each case such date being hereinafter referred to as "the due date for Payment").
8. The hire charge is (a) exclusive of Value Added Tax or any similar purchase tax effective from time to time which will be added to the Owner's invoice at the rate appropriate to the equipment hired at the due date for payment (b) strictly net and not subject to any discounts unless expressly agreed between the Owner and the Hirer in writing.
9. Any amount remaining unpaid on the due date for payment shall bear interest at the rate of 2% (two per centum) per month, accruing from day to day, from the due date for payment until the actual date of payment.
10. (a) The Hirer shall use the Equipment for the purpose for which it was intended only and shall so use and store the Equipment as to ensure that no damage or deterioration (fair wear and tear excepted) results from the hiring.
- (b) The hirer shall comply with all directions given by the Owner or in any accompanying instructions as to use, lubrication and maintenance of the Equipment and the Hirer shall be liable for any damage or deterioration (fair wear and tear expected) resulting from any failure to so comply.
- (c) The hirer shall notify the Owner forthwith in the event of any failure or want of repair of the Equipment and shall, subject to the past preceding sub-paragraph, under no circumstance repair or attempt to repair or maintain the Equipment without the consent of the Owner having first been obtained.
- (d) equipment must not be removed from any site originally specified by the hirer or from any subsequently authorised site, without the authority of the Supplier.
11. The Hirer shall be liable for all loss, damage or deterioration (fair wear and tear expected) of the Equipment occasioned during the period of hire (howsoever occurring) and shall pay to the Owner on the date of cessation or upon demand at any time thereafter.
- (a) The cost of repair of any damage or deterioration sustained to the Equipment during the period of hire.
- (b) The cost of replacement of any part of the Equipment lost, not returned on the date of cessation or damaged beyond economic repair.
- (c) The hire charges will continue to apply until the equipment is in full working order or lost/damaged equipment is paid in full.
12. (a) The Hirer shall operate the Equipment safely and in full compliance with all relevant Government and Factory inspectorate safety directions and shall cease to operate the Equipment forthwith at the first indication that any damage may result from its counted use.
- (b) In respect of the equipment the Hirer shall be responsible during the period of hire for compliance with all site testing and inspection requirements howsoever imposed on users and operators of such equipment.
- (c) The Hirer shall be liable for and shall keep the Owner indemnified from all costs claims and expenses of whatsoever nature resulting from the use of the Equipment during the period of hire howsoever occurring and the Hirer shall be responsible for insuring against such liability.
- (d) The Hirer shall forthwith notify the Owner of any accident in which the Equipment is involved, in whatsoever manner, and the Hirer shall hold the Owner indemnified in respect thereof in accordance with the immediately preceding sub-clause.
13. Subject to any warranty or guarantee given by the Owner in writing and which is expressed to be part of the contract, the Owner does not give any warranty or guarantee or make any representations whatsoever in respect of the Equipment or the fitness of the Equipment or any part of thereof for any particular purpose, whether or not that purpose is known to the Owner.
14. In the event of any amount(s) owed by the Hirer to the Owner from any cause whatsoever are not paid on the due date for payment then without prejudice to any other right which it may have the Owner may:
- (a) require that all amounts then owed to it by the Hirer from any cause whatsoever (and whether under the contract or not) shall immediately become due and payable.
- (b) until such payment is made, suspend the carrying out of any of its then uncompleted obligations from any cause whatsoever whether under the contract or not.
15. If the Hirer shall make default in or commit any breach of this contract or any other of its obligations to the Owner and without prejudice to the generality of the foregoing if the Hirer fails to return the Equipment at the expiration of the agreed period of hire or if any distress or execution shall be levied upon the Hirers property or assets, or if the Hirer shall make or offer to make any arrangement or composition with its creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Hirer being a Limited Company any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking property of assets or any part thereof shall be appointed, the Owner shall have the right forthwith to determine this contract and upon written notice of such termination being posted to the Hirer, this contract shall be deemed to have been determined without prejudice to any claim or right which the owner may otherwise have and no relaxation, which the Owner may have permitted on any occasion in respect to the carrying out of the Hirer's obligations hereunder shall prejudice or be regarded as a waiver of the Owners rights to enforce those obligations on any subsequent occasion.
16. Upon termination of the contract for any reason whatsoever prior to the payment in full of all amounts due hereunder:
- (i) all amounts at the date owed by the Hirer to the Owner under the terms of this contract shall become immediately due and recoverable by action;
- (ii) the Owner shall be at liberty to retake possession of the Equipment and, if necessary, the Hirer hereby gives the Owner full right and liberty to enter on to the property of the Hirer in order to execute this right.
17. Any promissory note, bill of exchange or other negotiable instrument received by the Owner from the Hirer shall not be a novation of the debt for which it is given and the Hirer hereby waives presentment, notice of dishonour and protest where applicable.
18. Any notice authorised or required to be given hereunder:
- (a) by the Hirer, shall be sent by first class post to the registered office of the Owner and
- (b) by the Owner, shall be sent by first class post to the address for the Hirer shown on the application form or any subsequent address given by the Hirer for that purpose in writing and shall be deemed to have served on the working day next following the date of posting.
19. Each condition hereof is to be construed as an individual an separate condition and the invalidity of any or more conditions shall not affect the validity or enforceability of the remainder.
20. These terms and conditions shall be subject to and construed in accordance with the laws of England and the Hirer hereby agrees and declares that the Owner may institute proceedings arising out of this agreement in the County Court with jurisdiction over the main office, whether or not the cause or place where the cause of action arose is beyond the normal jurisdiction of that Court.