



# Application for a Credit Account

Are you applying for an account to: **order replacement parts** OR **to arrange servicing/repairs**  
Please circle

Full Trading Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postcode: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone N°: \_\_\_\_\_ Fax N°: \_\_\_\_\_ Years Trading: \_\_\_\_\_

Legal Structure: Sole Trader      Ltd      PLC      Partnership      Incorporated Company

Other (Please supply details below) \_\_\_\_\_

If an Incorporated Company, Registered Office Address: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ Company Registration N°: \_\_\_\_\_ VAT N°: \_\_\_\_\_

If Sole Trader or Partnership (Name, Private Address): \_\_\_\_\_

How many years at this address: \_\_\_\_\_ Telephone N°: \_\_\_\_\_

Name of person responsible for Account (Mr/Mrs/Miss/Ms): \_\_\_\_\_

Position: \_\_\_\_\_ Telephone N°: \_\_\_\_\_

Email: \_\_\_\_\_ Fax N°: \_\_\_\_\_

Bankers Name & Address: \_\_\_\_\_

Account N°: \_\_\_\_\_ IBAN / Sort Code: \_\_\_\_\_

Credit Required: \_\_\_\_\_

## Where did you hear about IPS? Please circle

Website/Google      Customer Referral      Other \_\_\_\_\_

## Trade References (Please supply two)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The forgoing statement has been carefully read by the undersigned and is to my (our) knowledge in all respects complete and accurate. I hereby authorise you to make enquiries in relation to this Account at your discretion. In addition I/We have also read and accepted agreement of your terms and conditions of supply.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**Please fax back to our Accounts Department on +44 (0) 1952 671451**

Independent Parts & Service (IPS) Ltd Harris House Hortonwood 50 Telford Shropshire TF1 7AA UK

Distributors in: UK France Spain Germany Scandinavia Poland Turkey Australia

www.ips-ltd.biz



# General Conditions of Sale

## 1. Definitions

In these conditions "the company" means Independent Parts & Service and "the customer" means the person or company to whom this document is addressed.

## 2. Conditions

These conditions shall form the basis of the contract between the company and the customer. Notwithstanding anything to the contrary in the customers standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by the head office of the company. No servant or agent of the company has power to vary these conditions orally, or to make representations or promises about the condition of the goods, their fitness for any purpose or any other matter whatsoever.

## 3. Order Acceptance

Unless otherwise expressly stated in writing, all quotations and estimates by the company are invitations to treat. The customers order is an offer and will become binding upon the company posting its confirmation of the order. A confirmed order may only be cancelled or varied with the company's consent: the giving of the company's consent shall not in any way prejudice the company's right to recover from the customer full compensation for any loss or expense arising from such cancellation or variation.

## 4. Conditions

The customer shall carry out a thorough inspection of the goods within a reasonable time after their delivery and shall give written notification to the head office of the company forthwith of any defects which a reasonable examination would have revealed. Subject to the compliance with the above obligations, which shall be a condition precedent to the company's liability, the company will repair or replace (at its option) any components which fail due to faulty materials or workmanship. The liability of the company under this guarantee shall be limited to the invoice value of the components replaced or repaired and the company shall not be liable for any consequential loss or damage howsoever caused. It shall be the duty of the customer to insure against such consequential loss and to hold the company harmless therefore.

## 5. Deliver

- (i) Unless otherwise stated, all quotations and estimates assume delivery in full loads. The company reserve the right to charge extra for delivery in part loads where requested by the customer;
- (ii) The company will deliver as near as possible to the site as safe hard road permits. The customer shall provide at his own expense the labour for unloading and stacking; such labour to be available during normal working hours on the day notified by the company for delivery. The customer shall unload with reasonable despatch. Damage due to inadequate site access or careless unloading shall be at the customers risk.;
- (iii) The customer shall note any claim for short delivery and/or for damage to components on the delivery schedule at the time of deliver. Compliance with this requirement shall be a condition precedent to any claim for short delivery and/or damaged components. If short delivery does take place, the customer under takes not to reject the goods but to accept the goods delivered as a part performance of the contract;
- (iv) The company undertakes to use its best endeavours to despatch the goods on a promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stipulated in writing. If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in-goods or components, or any other cause beyond the reasonable control of the company a reasonable extension of time for delivery shall be granted and the customer shall pay such reasonable extra charges as shall have been occasioned by the delay;
- (v) Where the goods are not delivered by the company, but by an independent carrier shall be delivery to the customer;
- (vi) If the customer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the goods are ready for despatch, the company shall be entitled to store and insure the goods and to charge the customer the reasonable costs of doing so and to render its account for the price under condition 8.

## 6. Government Taxes or Levies

Any variation to prices quoted as a result of government taxes and levies will be from the customers account.

## 7. Design

It is the buyer's responsibility to ensure that all necessary approvals have been granted before manufacture commences. The company will assist in supplying drawings and calculations when requested to do so. No design work or calculations will be issued prior to the placing of a firm order or contract. An additional charge will be made for any design work or drawings required over and above those normally supplied by the company.

It is the buyer's responsibility to satisfy himself that the drawings, calculations and specifications are correct, as no responsibility for errors or omissions will be accepted by the company once the buyer has approved details submitted. The companies responsibility in an event is solely confined to its own manufactured components and does not extend to other products or components or overall structural or architectural considerations.

## 8. Terms of Sale

The customer shall pay strictly net 30 days from the date of despatch and shall pay interest on overdue accounts of 4 per cent above HSBC Bank base rate accruing daily. If the customer shall fail to pay promptly, he shall lose the benefit of any previously agreed discount. The ownership of materials delivered by the company shall only be transferred to the customer when the customer has met all that is owing to the company on whatever grounds. If the customer incorporates the goods supplied by the company into other products with or without materials they already possess which are supplied to them by third parties, the property in such other product will pass to the company and the customer shall store them without charge on the company's behalf as bailee. The risk of accidental deterioration or destruction shall pass on delivery and the customer shall insure against such risk. The customer shall pay all accounts in full and not exercise any rights to set-off or counter claim against invoices submitted. Parts incorrectly ordered and returned will incur a 20% restocking fee. Specially ordered parts can not be returned

## 9. References

All orders are accepted subject to trade references being satisfactory.

## 10. English Law

English Law shall be the proper law of contract