

LAWCRIS

PANEL PRODUCTS

Credit Account Application

Accounts T/0113 2282 001

Accounts F/0113 2405 599

Please attach your company letterhead & return original application by post.

Company Name:			
Company (Invoice) Address:		Delivery Address if Different:	
Post Code		Contact Name	
Phone:	Fax:	Contact Tel.	Fax.
Delivery Restrictions/Times			
Buyers Name(s):		Type of Business Activity:	
Managing Director:		Financial Director:	
Company Registration no:		Date of Formation:	
Sole Trader/Partnership only Home Address(s):			
If subsidiary company, please give name & address of holders:			
Trade Reference 1		Trade Reference 2	
Tel. No:	Fax. No:	Tel. No:	Fax. No:
Bank Name & Address:		Sort Code:	
		Account No:	
		Credit Limit Applied For:£	
I have read and understand and agree to comply with your terms and conditions and acknowledge receipt of a copy of your conditions of business. I am the individual above named or a duly authorised of the above Company or Firm so applying.			
Authorised Signature:		Name (Block Capitals):	
Position in Company		Date:	

Strict Nett Monthly Terms

Cross Green Close • Cross Green Industrial Estate • Cross Green • Leeds • LS9 0RY

T.0113 2177 177 • F.0113 2405 588

www.lawcris.co.uk

e-mail • sales@lawcris.co.uk • creativecnc@lawcris.co.uk

Directors: C.J.Hopton • S.P.Hall • P.I.Hall • I.Matthews • P.G.Nuthall • Company Registration No. 1621560. • LAWCRIS PANEL PRODUCTS LTD.

TERMS & CONDITIONS

1. **ACCEPTANCE AND AMENDMENT**
 - 1.1 These conditions shall, (unless or except to the extent Lawcris Panel Products Limited ("Seller") otherwise agrees in writing) apply to all tenders, offers, quotations, acceptances, deliveries and contracts relating to sale of goods by Seller and the person(s), firm or company whose order for goods is accepted by Seller ("Buyer") shall be deemed to accept these conditions.
 - 1.2 No other conditions or modifications of these conditions shall be binding on Seller unless Seller expressly agrees to such conditions or modifications in writing and Seller shall not be deemed to accept such other conditions nor to waive or modify any of these conditions by failing to object to provisions contained in any purchase order or other communication from Buyer.
 - 1.3 These conditions may only be varied or amended by agreement in writing signed by a director of Seller.
2. **SELLER'S SPECIFICATIONS**
 - 2.1 All descriptions, specifications, drawings, weights, dimensions, capacities, prices, performance rates and other data quoted or submitted by Seller or included in any catalogue, prospectus, circular, advertisement, illustrated matter or price list ("Data") are to be deemed approximate only and no such Data shall form part of the Contract for the sale of goods (except where Data is stated in writing to be exact or is expressed to be fundamental to the Contract).
 - 2.2 Dimensions of goods provided by Seller (where relevant) are external and thickness specifications are subject to a tolerance of plus or minus 1.5mm.
3. **ORDERS**
 - 3.1 Once an order for goods has been accepted by Seller (either when Seller issues a confirmation of the order or begins work under the order) it forms a binding contract between Seller and Buyer upon these conditions ("Contract"). No Contract may be cancelled or otherwise withdrawn by Buyer except with the prior agreement in writing of a director of Seller and on terms that Buyer shall indemnify Seller against all loss (including without limitation loss of profit), costs (including without limitation cost of all labour and materials used), damages, charges and expenses incurred by Seller as a result of such cancellation or withdrawal.
4. **PRICES**
 - 4.1 Subject to conditions 4.2, 4.3 and 4.5 the price payable by Buyer for goods shall be Seller's ex-works list price at date of despatch.
 - 4.2 If Seller and Buyer agree that Seller will deliver the goods the price shall be adjusted accordingly and reflected on the sales confirmation notice issued to Buyer.
 - 4.3 Where Seller has submitted a quotation or tender to Buyer and an order for goods has been received by Seller within the time limit specified in that quotation or tender then the price payable by Buyer for goods shall be the price stated in the quotation or tender. If an order for goods is not received in the timeframe specified in the quotation or tender then the price of the goods will be Seller's ex-works list price at date of despatch.
 - 4.4 All prices are exclusive of VAT, which will be charged at an appropriate rate.
 - 4.5 Seller shall be entitled to increase the price of the goods at any time if Seller considers the same to be justified by any material increase in the price of raw materials or components used by Seller in the manufacture of the goods. Seller shall promptly notify Buyer of any such increases.
5. **PAYMENT**
 - 5.1 Subject to condition 5.2, unless otherwise agreed by Seller in writing or stated in any acknowledgement of order by Seller, payment by Buyer for goods will become due thirty days after the last day of the month in which Seller's invoice is dated.
 - 5.2 Seller reserves the right at any time to demand advance, full or partial payment for an order for goods or in relation to any partially performed Contract, or in respect of any monies due and payable under any other Contract.
 - 5.3 If Buyer defaults on any payment Seller may, in addition to exercising its right contained in condition 5.2, suspend work under any Contract, delay or withhold delivery or cancel the Contract and any other Contract which it has with Buyer.
 - 5.4 Seller reserves right to charge interest at an annual rate of eight per cent above base rate from time to time of the Bank of England on all overdue monies from time of due payment to time of receipt.
 - 5.5 Seller shall have a lien on all undelivered goods which Buyer agrees to buy from Seller.
 - 5.6 All payments due to Seller shall be made in full and Buyer shall have no right of set-off or counter claim in respect of this Contract or any other Contract between Seller and Buyer.
 - 5.7 Any sums payable by Seller to Buyer under this Contract or any other Contract between Seller and Buyer may at any time be set off by Seller against any sums payable by Buyer to Seller.
 - 5.8 All rights and remedies afforded to Seller in these conditions for non-payment shall be in addition and without prejudice to all other rights and remedies available to Seller.
 - 5.9 Should Seller need to employ a Solicitor to collect any monies due under the Contract, the reasonable costs of such collection including without limitation the professional fees of such solicitor shall be borne by Buyer.
 - 5.10 Time of payment will be of the essence.
 - 5.11 All sums payable to Seller under a Contract will become due immediately upon termination of such Contract.
6. **DELIVERY**
 - 6.1 Delivery of the goods shall be ex-works (as defined in Incoterms 2000) unless otherwise agreed between Seller and Buyer in writing.
 - 6.2 Time is not of the essence for delivery of goods and any time or date specified by Seller on which goods will be despatched or delivered, or as the case may be, made available for collection is given and intended as an estimate only and Seller shall not be liable for any loss, damage or expense howsoever arising from any delay in despatch or delivery of goods or making goods available for collection.
 - 6.3 Buyer shall at request of Seller supply all details necessary to allow Seller to make delivery.
 - 6.4 Buyer shall accept delivery at the time and on the date agreed between Seller and Buyer for delivery. Buyer shall ensure that Seller has proper access to Buyer's premises to enable Seller to effect delivery. If Buyer does not provide access or accept delivery at the agreed time it shall not be entitled to withhold any payment for non-delivery and shall indemnify Seller against all losses, damages and expenses incurred by Seller in consequence of such failure of Buyer to provide access or accept delivery (including the cost of storage of the goods at a place of Seller's choosing).
 - 6.5 Seller reserves the right to make delivery by instalments unless otherwise expressly agreed in writing between the parties. The period during which delivery by instalments may be made and quantity of goods delivered in each instalment shall be at Seller's discretion. Condition 6 shall apply (mutatis mutandis) to each instalment delivery.
 - 6.6 Seller may deliver to Buyer goods up to 5% more or 5% less than the quantity ordered without any adjustment in the price, and the quantity delivered will be deemed to be the quantity ordered.
 - 6.7 Seller shall be entitled to postpone or cancel delivery in whole or in part when Seller is delayed or prevented from making or obtaining any goods, materials, parts, components or services by reason of strikes, lockouts, trade disputes or labour troubles or any cause beyond Seller's reasonable control including, but without limitation, acts of God, acts of Buyer or its agents, embargo or other governmental act, regulation or request, fire, accident, war, riot, act of terrorism, delay in transportation, inability to obtain adequate labour or manufacturing facilities. During any such delay Seller's obligations under a Contract shall be suspended until that delay ceases or until Seller notifies Buyer it is cancelling delivery (as case may be). Seller shall be paid pro rata for goods delivered or work done prior to the date of cancellation.
 - 6.8 Buyer shall be responsible for the proper loading (if delivery is ex-works) or unloading (if Seller delivers the goods) of the goods. If, to assist Buyer, Seller or any of Seller's employees, sub-contractors or agents load or unload the goods (as applicable) Buyer shall fully indemnify Seller in respect of any liability incurred by Seller or its employees, sub-contractors or agents as a consequence of providing such assistance.
7. **TESTING**
 - 7.1 Buyer shall pay Seller's reasonable charges for carrying out tests on goods. The scope of such tests and the charges for such tests are to be agreed in writing by the parties prior to such testing.
 - 7.2 Buyer wishes to make any claim against Seller on basis of tests carried out; Buyer shall send details of its claim to Seller not later than three months after date of delivery of the results of any such tests. Failure to comply with this condition 7.2 shall constitute a waiver by Buyer of all claims based on or relating to facts revealed by such tests.
 - 7.3 Buyer shall not be entitled to delay or withhold payment to Seller for goods pending the results of any tests undertaken.
8. **BUYER'S OBLIGATIONS AND CLAIMS ON DELIVERY**
 - 8.1 Buyer will:
 - i. examine goods carefully immediately on taking delivery;
 - ii. notify Seller (and any carrier for Seller) in writing within 5 days of taking delivery of any error in quantity, weight, description or mixing of goods delivered or of any damage to goods revealed by the examination referred to in condition 8.1(i) (but only where such damage has not been caused after delivery); and
 - iii. notify Seller (and any carrier for Seller) in writing within 10 days of date of Seller's invoice if goods which are the subject of such invoice have not been received.
 - 8.2 Failure to make any notification in accordance with conditions 8.1(ii) and 8.1(iii) above which examination under condition 8.1(i) should have enabled Buyer to make, shall constitute a waiver by Buyer of all claims based on or relating to facts which such examination should have revealed.
9. **RISK**
 - 9.1 Risk in goods shall pass to Buyer when goods are delivered (unloaded) by Buyer, and delivery to carrier or to any person, firm, or company on Buyer's behalf shall constitute delivery to Buyer.
 - 9.2 Buyer shall bear risk in the goods during the loading and unloading of the goods.
10. **TITLE TO GOODS**
 - 10.1 Notwithstanding delivery and passing of risk in goods or any other provision of these conditions, the property in goods shall not pass to Buyer until Seller has received in cash or cleared funds payment in full of the price of goods and all other goods agreed to be sold by Seller to Buyer for which payment is then due together with any interest or other sums payable under the relevant Contract.
 - 10.2 Until such time as the title in goods passes to Buyer, Buyer shall hold the goods as Seller's fiduciary agent and bailee and shall keep the goods separate from those of Buyer and third parties and properly stored, protected, insured and identified as Seller's property. Until that time Buyer shall be entitled to resell or use goods in the ordinary course of its business, but shall account to Seller for the proceeds of sale of such goods.
 - 10.3 Until such time as the property in goods purchased by Buyer (and provided the goods are still in existence and have not been resold) Seller shall be entitled at any time to require Buyer to deliver up such goods to Seller and, if Buyer fails to do so, forthwith to immediately enter upon any premises of Buyer or any third party where such goods are stored and repossess those goods.
 - 10.4 Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any goods which remain the property of Seller, but if Buyer does so all monies owing by Buyer to Seller shall (without prejudice to any other right or remedy of Seller) immediately become due and payable.
- 10.5 The foregoing rights of Seller are in addition to and not in lieu of any other rights it may have at common law or under statute including the right to payment for goods and the right to recover goods.
11. **WARRANTY OF SELLER**
 - 11.1 The Contract contains all the terms which Buyer and Seller have agreed in relation to goods, and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such goods. Buyer acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of Seller which is not set out in writing in the Contract. Nothing in this condition 11.1 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.
 - 11.2 Seller warrants that it has the right to sell the goods and that the goods are free from any charge or encumbrance unknown to Buyer.
 - 11.3 Subject to condition 12 (at Seller's option) Seller will either replace, repair or rectify goods or take back goods and refund or credit Buyer with the cost of those goods if:
 - i. any defect appears in the goods within six months of delivery and Buyer notifies Seller in writing within 14 days of discovering that defect providing full details of that defect; and
 - ii. Seller shall be entitled to and shall be afforded facilities to inspect and test such defective goods as it thinks fit;
 - iii. Seller is reasonably satisfied that goods are defective as a result of a defect in materials or workmanship or are otherwise of a standard or quality not in accordance with the Contract;
 - iv. Seller is reasonably satisfied that no-one other than Seller has dealt with the goods and that the goods have been properly installed, used, handled, maintained, stored and serviced (where appropriate) and have not been used whilst allegedly defective or otherwise than in accordance with Seller's or manufacturers' instructions; and
 - v. Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Seller's instruction (whether oral or in writing) (including without limitation installation instructions), misuse or alteration or repair of goods without Seller's approval.
 - 11.4 Where Buyer notifies Seller in accordance with condition 11.3 and Seller performs its obligations under condition 11.3 Buyer shall not be entitled to any claim in respect of the goods, or for work done to the goods, transport costs, loss of profit, damage to property not subject to the Contract, or otherwise (save where death or personal injury has been caused by Seller's negligence) nor shall Buyer be entitled to treat delivery of the goods as grounds for repudiating the Contract, failing to pay for goods or cancelling further deliveries.
12. **LIMITATION OF SELLER'S LIABILITY**
 - 12.1 Seller does not exclude its liability (if any) to Buyer:
 - i. for breach of Seller's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - ii. for personal injury or death resulting from Seller's negligence;
 - iii. under section 2(3) Consumer Protection Act 1987;
 - iv. for any matter which it would be illegal for Seller to exclude or to attempt to exclude its liability; or
 - v. for fraud.
 - 12.2 Except as provided in conditions 11 and 12.1 Seller will be under no liability to Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:
 - i. any goods, or the manufacture or sale or supply, or failure or delay in supply, of goods by Seller or on the part of Seller's employees, agents or sub-contractors;
 - ii. any breach by Seller of any of the express or implied terms of the Contract;
 - iii. any use made or resale by Buyer of any goods, or of any product incorporating any goods;
 - iv. any statement made or not made, or advice given or not given, by or on behalf of Seller.
 - 12.3 Except as set out in conditions 11 and 12.1 Seller hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of Buyer.
 - 12.4 Each of Seller's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in conditions 6.2, 11 and 12.2 to 12.4 in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Seller wherever it appears in those clauses.
13. **INDEMNITY BY BUYER**

Buyer agrees to indemnify, keep indemnified and hold harmless Seller from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Seller incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by Buyer of the terms of the Contract.
14. **TRADE MARKS, PATENTS, AND OTHER INDUSTRIAL RIGHTS**
 - 14.1 Buyer shall have no right to apply to goods any trademark owned or used by Seller.
 - 14.2 Subject to condition 14.3 if any claim is made against Buyer (or Buyer becomes aware of a potential claim) alleging that goods infringe any patent rights, registered designs, copyright or other industrial property rights of another then:
 - i. Buyer shall immediately notify Seller giving full details of such claim, and
 - ii. Seller or its suppliers or licensors (as the case may be) shall be at liberty at their expense to conduct all negotiations and/or litigation in respect of such claims and (if necessary) in name of Buyer and if as a result of such negotiations or litigation Buyer shall be unable to use goods substantially for the purpose for which they were bought Seller shall (except where condition 14.3 applies) take back and refund the price of those goods to Buyer and such refund shall be in full and final satisfaction of all claims by Buyer against Seller.
 - 14.3 Buyer shall indemnify Seller against all actions, costs (including without limitation) cost of defending legal proceedings) expenses claims proceedings and demands in respect of any infringement or alleged infringement by Seller of patent rights registered design copyright or other industrial rights attributable to Seller complying with any special instructions from or requirements of Buyer relating to goods.
15. **DEFAULT BY BUYER**
 - 15.1 Seller may by notice in writing served on Buyer terminate this Contract and any other Contract immediately if Buyer:
 - i. is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, Buyer fails to remedy such breach within 30 days of service of a written notice from Seller, specifying the breach and requiring it to be remedied;
 - ii. fails to pay any sums due in accordance with condition 5.1;
 - iii. becomes bankrupt, insolvent, enters into liquidation or into any arrangement with its creditors, or takes or suffers any other actions in consequence of a debt;
 - iv. has any restraint, execution or other process levied or enforced on any of its property;
 - v. ceases to trade or appears in the reasonable opinion of Seller likely to or is threatening to cease to trade;
 - vi. has a change in its management and/or control as defined by in the Income and Corporation Taxes Act 1988; or
 - vii. the equivalent of any of the above occurs to Buyer under the jurisdiction to which Buyer is subject;or Seller reasonably anticipates that one of the above set of circumstances is about to occur.
 - 15.2 The termination of the Contract howsoever arising is without prejudice to the rights, duties, and liabilities of either Buyer or Seller accrued prior to termination.
 - 15.3 Seller will be entitled to suspend any deliveries otherwise due to occur following service of a notice specifying a breach under condition 15.1.1, until either the breach is remedied or the Contract terminates, whichever occurs earliest.
16. **DEALS AS CONSUMER**

Nothing in these conditions shall affect the statutory rights of Buyer who in relation to Seller "deals as consumer" as defined in Section 12 of the Unfair Contract Terms Act 1977 or any amendment or modification thereof.
17. **NOTICES**

Any notice given under the Contract must be in writing and may be effected by personal delivery, fax or by registered post and if effected by fax shall be deemed to be received at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission, and if effected by post shall be deemed to be received 48 hours after date of posting.
18. **SEVERABILITY**

If any of these conditions or any part of a Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from that Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
19. **WAIVER**

No failure or delay by Seller to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
20. **NO ASSIGNMENT**

The Contract of which these conditions form part shall be personal to Buyer and shall not, nor shall any rights under it be assigned or otherwise transferred by Buyer without written consent of Seller.
21. **RIGHTS OF THIRD PARTIES**

The parties do not intend that any of terms of a Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
22. **GOVERNING LAW**

These conditions and the Contract of which they form part shall be governed in accordance with English law and Buyer hereby submits to the exclusive jurisdiction of the English Courts.