

Trading Name & Address		Registered Office	
Name:		Name:	
Address:		Address:	
Post Code:		Post Code:	
Telephone:		Company Reg No:	
Fax:		Date Established:	
Email:		Web Address:	
Please indicate how you would like to receive the following:		Statements: Invoice:	
Invoice Address (if different)		Statement Address (if different)	
Post Code:		Post Code:	
Trade Reference 1		Trade Reference 2	
Name:		Name:	
Telephone:		Telephone:	
Fax:		Fax:	
Email:		Email:	

Bankers		
Name:		
Address:		
Account Number:	Sort Code:	
Main Activity:	No. of Employees:	
Monthly Credit:	VAT Reg No:	
Name of Purchasing Executive:		
Tel No.		Email:
Name of Person Responsible for Payments:		
Tel No.		Email:
I, as a duly authorised officer of the company, hereby apply for a credit account and am in acceptance of the standard Conditions of Sale Issue 2 (attached).		
Signature:	Print name:	
	Position:	
	Date:	

Please sign this form and return it either by fax to 01727 849 871, by email to accounts@fscables.com or by post to address located at bottom of the page.

STANDARD CONDITIONS OF SALE

1. The contract between Flexible & Specialist Cables (The Seller) and any other party (The Buyer) will be subject to the following conditions to the exclusion to any other terms. No employee other than a Director of the Seller has the authority to alter or amend these Terms and Conditions and a Director only has the authority to do so in writing.

Delivery Times

2. Whilst the Seller will endeavour to deliver the goods on the date agreed between the parties the time of delivery shall not constitute the essence of the contract.
3. The Seller reserves the right to supply up to a 10% variation on the quantity ordered by the buyer. In case of a product being specially manufactured for the Buyer manufacturing quantities and lengths will dictate the eventual delivery.
4. Delivery will normally be made to the Buyers premise within the United Kingdom mainland the cost of which is included in the price quoted. Where special or express delivery arrangements are made these costs will be borne by the Buyer.

Acceptance

5. The Buyer is free to inspect the products ordered up to the time of dispatch from the Sellers premises during normal office hours Monday to Friday. Upon delivery the Buyer shall immediately inspect the product for damage and shortage and the carriers consignment note must be clearly marked to show damage or shortage. Claims for product that arrive damaged or short delivered must be notified to the Seller and the Carrier in writing within five working days of receipt of same. The Seller will acknowledge the shortage or damage in writing.

Title

6. The Seller retains full title to the products until the Buyer pays in full any amounts due to the Seller in respect of the product. Until such time the Seller reserves the right to demand their return, to which end the Buyer undertakes to keep the products separate or identified in such a way as to enable their return. If the Buyer fails to suitably segregate or identify the products the Seller shall reserve the right to take product of the same type.
7. The Buyer may resell such goods to a third party in the ordinary course of its business for a price not less than the purchase price and in such an event the Buyer will account to the Seller for the proceeds of any such sale (The Proceeds) and in the meanwhile will hold the Proceeds upon trust for the Seller until the Seller has received all amounts owing to it from the Buyer in full and further the Seller may by notice in writing to the Buyer require that all Proceeds shall be credited to a separate account and paid over forthwith to the Seller less any amounts by which the Proceeds exceed the amounts owing from the Buyer to the Seller.
8. If the Buyer fails to make any payment due to the Seller, becomes bankrupt insolvent or goes into liquidation makes any arrangements with its creditors or has or appoints a receiver over any of its property or assets the Seller shall be entitled to enter the premises of the Buyer and reclaim the products as stated in Paragraph 6.

Payment

9. Payment must be received in full on or before delivery or collection of the products. If a current credit account is operating for the Buyer invoices must be paid in full the by last working day of the month following the month of the invoice.
10. Any monies outstanding beyond the credit terms in paragraph 9 will attract interest at a rate of 3% above the prevailing base rate of Barclays Bank plc. Legal proceedings maybe commenced without prior notice.
11. All prices quoted are exclusive of Value Added Tax. Value Added Tax or any similar tax will be charged at the rate prevailing at the time of Invoice.

Returns

12. Product may only be returned to the Seller once written confirmation of a Returns Authorisation Number has been issued to the Buyer. This number must be clearly shown on the product packaging and on the Buyers delivery note otherwise the product will not be accepted.

Product Liability

13. The Buyer is responsible for deciding upon the suitability of a product for an application and the Seller can only offer an opinion as to its suitability.
14. The Seller will replace as soon as practically possible or credit the purchase price of the product for any product found to be defective at time of delivery.
15. The Seller shall not be liable for any defects caused by improper use incorrect storage handling or installation of any product supplied.
16. The Buyer is responsible for ensuring the safe handling and use of all products supplied by the Seller.
17. The total liability of the Seller shall not exceed the invoiced price of the product found to be defective.
18. The Seller is a supplier of the product and not the manufacturer therefore the Seller undertakes to assist the Buyer in any bona fide claim against the manufacturer.

Force Majeure

19. The Seller shall be relieved of his obligations under this contract insofar as he is hindered in or prevented from performing them by any circumstances whatever beyond the Sellers control.
20. This contract shall be governed by English law. Any clause which in whole or part may be judged to be unfair shall be deemed void without affecting any of the remained of the Conditions.