

J-SAFE

EDGE PROTECTION TECHNOLOGY

credit account application

Please complete the following details to enable a Credit Account to be opened in your name, in addition to the enclosed information it is our practice to source credit information from external credit agencies.

Monthly Credit limit requested:

Payment Terms are strictly 30 days from date of invoice

£

Trading Title:

Full Invoice Address:

Post Code:

Registered Office:

Post Code:

Company Registration No:

Date of Registration:

Bought Ledger Tel No:

Contact:

Reference No. 1:

Reference No. 2:

Tel No:

Tel No:

Contact:

Contact:

We accept your Conditions of Hire/Sale as detailed on the reverse side of this Account Application form

Signed:

Position:

Name:
(in print)

Date:

CONDITIONS OF SALE

1. Unless otherwise agreed in writing by us the goods are supplied by us only on these conditions and no variations of or addition thereto (whether contained in any document emanating from the purchaser or made orally by any person acting or purporting to act on our behalf shall have effect unless it is in writing signed by or on our behalf. Should any of these conditions conflict with any conditions stated in the Purchaser's order these conditions shall prevail. The giving by the Purchaser of any delivery instructions for the goods or any part thereof or the acceptance by the Purchaser of delivery of the goods or any part thereof or any document by the Purchaser in confirmation of the transaction set out on the basis thereof after receipt by the Purchaser of this document shall constitute unqualified acceptance by the Purchaser of these conditions.
2. Quotations, estimates and adverts are only invitations to treat and do not constitute an offer the seller reserving the right to withdraw or amend them at anytime prior to the Seller's acceptance in writing of the Purchaser's order.
3. Every effort will be made to keep to dates given but the company accepts no liability in case of failure to do so unless an express guarantee in writing has been given to effect delivery by a specified time.
4. If the Purchaser refuses or fails to take delivery of goods tendered in accordance with the contract the Seller shall be entitled to immediate payment in full for the goods so tendered. The Seller shall be entitled to store at the risk of the Purchaser and goods of which the Purchaser refuses or fails to take delivery and the Purchaser shall pay the costs of such storage and any additional costs incurred including damage. Refusal by the Purchaser to take delivery will relieve the Seller from the obligation to make further deliveries without prejudice to the Seller's right to recover damages for such refusal.
5. Goods shall be deemed to have been delivered complete in accordance with advice note, undamaged, in good condition and to customer's satisfaction, unless the Company receives written notice to the contrary within 7 working days (3 weeks in the case of overseas sales) after delivery to the customer. If the Company is then satisfied that goods were delivered incomplete, damaged or defective, the Company will make good the delivery (any replacements as nearly as possible identical and of equal quality) but with no other liability.
6. Small deviations or variations from particulars of goods shall not give rise to any claims.
7. Where goods are to be delivered by a carrier on behalf of the Seller the risk therein passes to the Purchaser upon delivery. When the Purchaser arranges for the collection of the goods delivery will be deemed as effective and the risks therein to have passed to the Purchaser upon their transfer to the carrier named by the Purchaser.
8. Notwithstanding delivery the goods shall remain our absolute property until payment of all amounts due to us whether in respect of the goods delivered or otherwise from the Purchaser and outstanding from time to time. Notwithstanding that we retain the ownership of the goods as aforesaid the Purchaser shall be entitled to use the whole or any part of the goods to be mixed with or to be used in the manufacture of other goods. In those circumstances we shall become the absolute owners of the goods as mixed or as manufactured on the same basis as if the goods were not so mixed or manufactured, provided that the Purchaser may sell and deliver the goods to a third party in the ordinary course of the Purchasers business on condition that until such payment as aforesaid the Purchaser shall hold all proceeds of such sale on trust for the Seller and in a separate account. The Purchaser agrees to store such goods whether in their original stage of mixed or manufactured in such a way as to make them readily identifiable as our property. In the circumstances defined in this condition we shall be entitled immediately after giving notice of our intention to repossess to enter upon the Purchaser's premises with such transport as may be necessary and repossess any goods or products to which we have title hereunder. Nothing in this condition shall confer any right upon the Purchaser to return the goods or to refuse or delay payment thereof.
9. Prices quoted are ex-works unless otherwise stated and are those then currently ruling. In event of any alteration in prices by date of despatch, price quoted shall be adjusted accordingly. Any special packing or transport or insurance costs will be charged additional to price of goods. The term 'special' refers to any particular arrangements that may be agreed to by us at the request of the Purchaser which are other than our normal methods of packaging and/or delivery.
10. Payments for goods shall be due on delivery and when delivery is made by installments payment for each installment shall be due on delivery thereof. If payment is not made within 10 days of delivery the Seller may withhold further deliveries or terminate the contract of order in its entirety. Unless specifically stated overleaf payment of invoices shall be made without any deduction or setoff in cash so as to be received by the Seller within ten days thereof. The Seller reserves the right to charge interest on overdue accounts at the rate of two per cent per month to run from the due date for payment until receipt by the Seller of the full amount, including any such interest charged, whether or not after judgement.
11. If customer defaults in any payment under this or any other contract with the Company, or ceases business, or stops payment to or makes any composition or arrangement with creditors, or suffers any distress or execution or commits any act of bankruptcy, or an order or resolution for winding up is made, then the Company may deem the customer to have repudiated this contract and recover money due and damages for such repudiation without prejudice to other remedies.
12. The Company shall not be liable for any damages, loss or expense (subject always to the provisions of the Unfair Contract Terms Act 1977 as to consumer sales) caused to the customer by circumstances beyond the Company's control (including weather, industrial action, shortages of labour or materials or faulty of contractors, sub-contractors, or others not in the direct employment of the Company). Unless otherwise expressly agreed in writing the Company shall not be liable for consequential damage, loss or expense, howsoever caused.
13. The goods supplied hereunder are warranted to be within normal limits of industrial quality. All other warranties or conditions as to quantity or description (statutory or otherwise) are excluded. Our liability for breach of this warranty (or for any other claim based on any defect in the goods) shall not exceed the replacement of goods shown to be defective or, at our option, reimbursement of the price received by us for the goods. In respect of any goods or products supplied by us but manufactured by other firms, and warranties or guarantees given to us by such manufacturers or suppliers will, so far as we are able, be passed to the benefit of the Purchaser.
14. The supply of goods hereunder shall not confer any right upon the Purchaser to use any of our trade marks without our prior written consent and at all times such trademarks shall remain our property. Nor does it imply any right to use any patent which we may have or any indemnity against infringement of third party patents.
15. The Purchaser shall not assign transfer or purport to assign or transfer the contract to which these conditions relate or the benefit thereof to any person whatsoever.

TERMS AND CONDITIONS OF HIRE

- 1.0 The contract shall come into force between the Hirer and the Supplier once the order has been placed (verbally or in writing stating the Hirers requirements and there is agreement to be bound by these conditions the supplier having accepted the order and where appropriate granted a credit facility.
- 2.0 DEFINITIONS The "Supplier" means J-SAFE Ltd. The "Supplier" is the company, firm or person from whom the equipment is to be hired and where the context so admits shall include the Hirers servants, agents, successors, the suppliers successors assigns or personal representatives. "List prices means those prices appearing in suppliers current price list. The "Hirer" is the company, firm, corporation or public authority taking the Suppliers equipment on hire and includes the Hirer's servants or agents, and any sub-contractors servant's or agents and the hirer's successors or personal representatives.
- 3.0 TERMS OF PAYMENT All accounts are strictly net and include VAT where appropriate and where the Hirer has an approved account confirmation of which has been given in writing by the Supplier, payment will be due 28 days from the date of the invoice. If any sum remains unpaid after the due date the payment of all hire charges no matter how recent shall become due immediately. Invoices will be presented at regular intervals during the period of hire. The Supplier reserves the right to suspend further supplies from existing or any other orders until all overdue debts have been discharged as payment is of the essence. An authorised Credit account will be granted at the Suppliers discretion where a level of credit approval has been granted by the Supplier and the Hirer has agreed the Suppliers Terms of Business. The continuation of credit facilities will be reviewed periodically. Where a Hirer does not have an approved Credit Account, before the Period of Hire begins the Hirer shall pay the minimum hire charge and a deposit of a value specified from time to time to be calculated in accordance with the Suppliers list prices ruling which will be held as security until the return in good order of the equipment hired and the payment of all sums due.
- 4.0 AUTHORITY The person making the contract with the supplier warrants that he / she has the authority of the Hirer to make this contract on the Hirers behalf and hereby agrees to indemnify the Supplier against all losses and costs that may be incurred by the Supplier if this is not so.
 - 4.1 Proof of Acceptance Upon delivery, the Hirer shall sign the Delivery Note, which shall be conclusive proof of the receipt of the equipment by the Hirer and of the acceptance of these conditions. No variation to these conditions shall be effective whether or not specified in any order or acceptance issued by the Hirer unless agreed in writing by the supplier.
- 5.0 COLLECTION If equipment is collected by the Hirer the Hirer shall make a check of the equipment once loaded and sign the Delivery Note before leaving the Suppliers premises as conclusive proof of the receipt of the equipment shown on the Delivery Note.
 - 5.1 Delivery Charges Where the delivery or collection is organised by the Supplier, the Hirer shall pay a delivery or collection charge at the Suppliers standard rates applicable. Such charges may include any wasted journey or transport time reasonably incurred by the Supplier in attempting to comply with the specific or implied requirements of the Hirer. The Hirer will sign the Delivery Note as conclusive proof of the acceptance of the equipment.
 - 5.2 Delivery / Collection Liability Every reasonable effort will be made by the Supplier to keep to the dates given for delivery or collection, but the Supplier accepts no liability in case of failure to do so, unless an express guarantee in writing has been given by the Supplier to effect delivery by a specified time. No returns will be accepted on Saturdays or Sundays, or outside normal office hours. All costs incurred by the Supplier in the specific preparation and gathering together of goods to meet the Hirers order, which will where appropriate include the consequential loss of hire income, shall be recoverable by the Supplier in the event of the Hirer cancelling the contract. If the Hirer requires delivery of the equipment to be postponed to a later date than originally agreed upon then the Supplier reserves the right to charge for the hire as from the original contract date.
 - 5.3 Hirers Responsibility For The Acceptance of Equipment If the Hirer or the Representative thereof is not present when the equipment is delivered the Supplier will despatch a Hire Delivery Note to the Hirer. Unless any alleged discrepancy is reported to the Supplier by letter received by the Supplier within two working days of delivery the Hire Delivery Note shall be conclusive proof of the delivery of the equipment set out therein.
 - 5.4 Return / Collection of Equipment. The Hirer undertakes at the termination of the hire period to return the equipment to the Suppliers depot from which it was originally hired in a clean and sound condition. The Hirer must give at least 48 hours notice in writing of his intention to end the hire period and obtain an off hire reference from the Supplier. Hire charges will cease from that agreed date provided that the equipment is returned within the period of notice. For this purpose Saturdays, Sundays and all Bank and Public Holidays are not working days. Counting procedures for off hire equipment will always take place after return to the Suppliers yard. If the Supplier agrees to collect the equipment upon termination from a location specified by the Hirer, at an agreed carriage charge, counting procedures for off hired equipment collected will take place only after return to the Suppliers yard. If the Supplier is unable for whatsoever reason to collect any off hired equipment from the location specified by the Hirer the Hirer shall be bound to pay the Suppliers carriage charge in any event, and the equipment will continue to attract hire charges until subsequently recovered by the Supplier. The Hirer shall at the request of the Supplier, inform the Supplier in writing within one working day of the receipt of such request, of the location of all equipment currently on hire. The Hirer shall permit the Supplier and any person authorised thereby at all times to enter the premises in which the equipment is situated to inspect and examine the equipment. The Supplier may at it's discretion render a charge for the value of the equipment should there be any reason to doubt the continuing possession and control of the equipment by the Hirer.
- 6.0 NON RETURNED EQUIPMENT ETC.
 1. The Hirer accepts full responsibility for the care, safekeeping and return in good order of the equipment, and shall at all times keep it in his possession and control until such time as the Supplier takes the equipment back into the Suppliers own possession.
 2. The Hirer will pay to the Supplier all costs incurred by the Supplier in rectifying the condition of any equipment returned damaged or unclean. Additionally the Hirer will pay to the Supplier a charge equating to the financial losses reasonably incurred by the Supplier while such rectification is carried out.
 3. The Hirer shall notify the Supplier immediately upon the loss of any of the equipment however arising and shall be liable to pay the Hire charges in respect of the lost equipment up to and including the date on which notification of loss is received by the Supplier.
 4. In the case of equipment lost through theft the Hirer shall also report the loss as soon as reasonably practical to the Police and as soon as reasonably practical thereafter obtain and advise the Supplier of the crime report number.
 5. The Supplier reserves the right to continue to levy hire charges until any and all sums due under paragraphs 1 to 4 above have been recovered from the Hirer.
 - 6.1 Insurance And Responsibility For Lost / Stolen Equipment The Hirer agrees to pay the Supplier the full new list sale rate for any equipment which is lost or stolen or damaged beyond economic repair and without any deduction for usage, wear and tear or age and should insure the goods on this basis. All monies received by the Hirer from an Insurance Company or from any other source in settlement of any claim relating to the loss, theft or damage of equipment, shall to the extent that any payment is due to the Supplier under this condition be held in trust by the Hirer (or successor / assigned body) and paid to the supplier on demand. In the event of loss or damage to the equipment the Suppliers account shall be payable in full on demand and such payment shall not be continual on prior recovery by the Hirer of any sums under a policy of insurance or from any other source. Notwithstanding this condition to the extent that any payment remains due to the Supplier under it all monies to the amount of that payment, received by the Hirer from a policy of insurance or any other source in settlement of a claim relating to the loss, theft or damage of equipment shall be held by the Hirer on trust for the Supplier and paid to the Supplier on demand.
 - 6.2 Recovery Of Equipment The Hirer will take all practical steps to secure a proper return of lost or stolen equipment. In the event of lost or stolen equipment being subsequently recovered and returned by the Hirer to the Supplier the Hirer will be credited with the value of that equipment less the appropriate hire charges from the date on which the supplier received notification of loss to the date of return.
- 7.0 MAINTENANCE OF EQUIPMENT The Hirer will keep acquainted with the state and condition of the equipment and ensure it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of equipment must be immediately notified in writing to the Supplier.
 - 7.1 Damage All equipment will be inspected on its return to the Suppliers premises. Any such equipment in the opinion of the Supplier deemed to be damaged or unsuitable will be charged for at the Suppliers rates as specified from time to time. Before levying such charge the Supplier will serve 7 day's notice upon the Hirer and during that period will afford the Hirer the opportunity at any reasonable time to inspect the damage from which the charge is made.
- 8.0 SAFETY The Supplier will provide the Hirer with appropriate instructional material where reasonably practicable and the Hirer will ensure that this is passed on to the operatives using the equipment whom the Hirer shall in any event ensure are competent in the erection and / or use of the equipment by reason of such operatives having received adequate training therein.

TERMS AND CONDITIONS OF HIRE - CONTINUED

- 9.0 PERIOD OF HIRE The date of collection or delivery will be the effective date of the commencement of Hire charges. The equipment hired will be subjected to a minimum hire period as specified in the Suppliers price list from time to time. Hire charges are calculated weekly, fractions of a week being charged on a daily basis the charge for one day being 1/7th of the weekly charge, except for each item where there is a specified minimum hire period. The date of despatch and the date of delivery shall be whole days. No allowance will be made for holiday periods or inclement weather or for any reason whatsoever beyond the Suppliers control including strikes, lock-outs, cessation of labour, transport delays, Government interference or control or any other cause or contingency. The Supplier may at its sole discretion and subject or substitute to the equipment let on hire without creating a modifying agreement within the meaning of the Consumer Credit Act 1974.
- 10.0 VARIATION TO PRICES The quotation is open to acceptance for 28 Days. The Supplier reserves the right to increase prices thereafter. The quotation may be renegotiated should the original quantities or requirements change. After acceptance the Supplier may increase any price including that of equipment already on hire on 28 days notice in writing to the Hirer.
- 11.0 OUTSTANDING ACCOUNTS AND PAYMENTS. The Supplier reserves the right to charge compound interest at the rate of one and a half per cent per month (on a daily basis) on all sums outstanding after the date for due payment. The entitlement to interest shall be without prejudice to the Suppliers right to terminate the hire by reason of non-payment. Interest shall continue to accrue after such termination until payment of all overdue amounts have been received. All prices quoted will be deemed to be the Suppliers list prices unless agreed by the Supplier in writing. Any prices agreed which differ from the Suppliers list price will only remain applicable on the condition that the Suppliers normal payment terms will be complied with. In the event that those payment terms are not complied with, full charges may be substituted thereafter. Should a dispute arise in respect of any specific item described by any specific invoice, the customer shall not be entitled during the course of this dispute to withhold any sums for payment beyond those specifically relating to the disputed item(s). A counter – claim against the Supplier will only be accepted for deduction from any payment made to the Supplier where the Supplier has agreed to such a deduction in writing. Counter – claims will only be considered for acceptance between the parties to this contract. No amount which might be due for payment to an associate company or to the parent company of the Hirer will be deemed to be acceptable as a counter – claim in this context.
- 12.0 TERMINATION If the Hirer commits any breach of this, or any other contract with the Supplier, or ceases business, or stops payments to or makes deed of arrangement, assignment or composition with its creditors or being a company enters into liquidation whether compulsory or voluntary (except liquidation for purpose of reconstruction or amalgamation) or suffers or allows the appointment of a receiver or provisional liquidator, or suffers any distress or execution whether legal or equitable or any attempt thereat upon any of the Hirers property, or has an unsatisfied judgement against it for 14 days or more, or commits any act of bankruptcy, or has an order or notice of resolution for winding up proposed or made against it, or dishonours any cheque drawn upon it, then the hirer shall be deemed to have repudiated this contract. The Supplier may then immediately re-possess the equipment and recover any monies due as well as damages for repudiation without prejudice to any other rights and remedies.
- 13.0 OWNERS RIGHTS Where the Hirer takes the equipment on hire intending to re-hire the equipment to a third party, the Hirer is deemed to retain control of the equipment whether or not it might remain in the Hirer's possession. The Hirer shall be solely responsible for the payment of all hire charges raised by the Supplier and for all charges raised by the supplier in respect of damage to or loss of the equipment. It is the sole responsibility of the Hirer to return the equipment to the supplier. The Supplier will not deal directly with any third party in this context.
- 14.0 HIRERS INDEMNITY The Hirer shall indemnify the Supplier against any loss, damage, claims or proceedings and against any costs or expense arising out of or in connection therewith, in respect of any injury to or death of any person or damage to any property real or personal caused by or arising out of or in the course of the use or miss-use of the equipment by any person (other than that caused by the supplier) or arising out of this contract. The Hirer shall effect and keep in force at all times Policies of Insurance in respect of the Hirer's liabilities under this condition. 15.0 TITLE The equipment notwithstanding its loss or theft and any payment from the Hirer to the Supplier in respect thereof, will at all times remain the property of the Supplier. The value of any equipment thereafter returned to the Supplier by the Hirer will be credited to the Hirer and all hire charges in respect of this equipment will be re-instituted up to and including the time the equipment is returned to the Supplier.
- 16.0 IDENTIFICATION OF EQUIPMENT All components are to be returned in the exact dimensions supplied. Only equipment provided by the Supplier and identified by the Supplier as such will be accepted at the end of the hire period.
- 17.0 VALUE ADDED TAX (VAT) Unless specifically stated otherwise prices and rates shown in quotations, contracts, invoices, certificates and correspondence are nett exclusive of VAT, which will be payable to the Supplier as an addition to the rates chargeable at the rates laid down from time to time by Law. The Supplier shall be entitled to adjust the rates and amount of VAT retrospectively or otherwise comply with any rulings made by H.M.Customs and Excise affecting any goods sold, hired or provided by the Supplier.
- 18.0 LAW This contract will be subject to the laws of the country in which it is made. Payment will be in pounds sterling.