



CHILTERN CONNECTIONS LTD

www.chilternconnections.co.uk

30 Day Credit Account Application Form

This form should be completed in **BLOCK CAPITALS** using a ball point pen
If you are unsure of the contents of this document, we suggest that you seek independent legal advice

Please fill in **ALL** sections and return original document along with your company letterhead to:
Chiltern Connections Ltd, 2 Hithercroft Court, Hithercroft Industrial Estate, Wallingford, OX10 9BT
or email to admin@chilternconnections.co.uk.

Business Details										
Company Name			Tel:		Fax:					
Registered Address <small>(as registered with Companies House)</small>							Post Code			
Registered No.		Date of Incorporation			VAT Reg.					
Invoice/Statement Address <small>(if different)</small>							Postcode			
Trade Address <small>(Main trading address)</small>							Post Code			
Web Address		http://www.			Company:		LTD <input type="checkbox"/>	PLC <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>
Business Contacts										
Design Contact	Full Name			Tel:						
	Email Address			Fax:						
Purchasing Contact	Full Name			Tel:						
	Email Address			Fax:						
Accounts Contact	Full Name			Tel:						
	Email Address			Fax:						
Bank Details					Sole Traders & Partnerships					
Bank Name					Sole traders & Partnerships Must Provide Full Name & Residential Address. If you have not been at your current address for more than 3 years, please also provide your previous addresses.					
Address				Full Name				Post Code		
			Postcode	Address			Date of Birth			
				Is Property	Owned <input type="checkbox"/>	Rented <input type="checkbox"/>	Leased <input type="checkbox"/>			
Account Number			Sort Code	Previous Address				Post Code		
Trade References										
We are unable to accept referees that are direct competitors of Chiltern Connections Ltd										
Trade Ref 1			Tel			Trade Ref 2			Tel	
Address			Fax			Address			Fax	
			Postcode						Postcode	
Contact Name		Email			Contact Name		Email			
DECLARATION					CONTINUING GARANTEE					
<p>I/we request credit facilities with your company. If given I/we agree to settle your account in accordance with your Conditions of Sale, a copy of which is attached. I note these include a retention of title clause. I/we agree to your credit terms and that payment is 30 Days from the date of the invoice or to any alternative terms agreed. I certify that I have checked the particulars on this form, and to the best of my knowledge and belief, they are correct. I also give permission to Chiltern Connections Ltd to conduct a commercial/consumer credit search & future searches in line with the Data Protection Act (1998).</p>					<p>PLEASE NOTE – If the customer is a limited liability company, sole trader or partnership established less than three years the continuing guarantee below MUST be signed by a director or secretary (in the case of a limited liability company) or equity partner (in the case of a limited liability partnership). It may also be required to be completed in other cases.</p> <p>TO CHILTERN CONNECTIONS LTD</p> <p>In consideration of you agreeing to grant credit facilities to the company or limited liability partnership described above ("the company") I hereby unconditionally guarantee the due and punctual performance and observance by the Company of its obligations herein and under your Conditions of Sale overleaf, and agree to indemnify and keep you indemnified against any breach or non-observance thereof by the Company.</p>					
Print Name			Position			Print Name			Position	
Signature			Date			Signature			Date	
Chiltern Connections Ltd Office Use Only										
Branch Name:					Credit Ref:					
Account Manager:					Credit Limit:					
Application Date					Terms:					
Account ref:					Approved by:					

TERMS AND CONDITIONS

CHILTERN CONNECTIONS LIMITED

These conditions shall be incorporated in and form part of every contract for the sale by CHILTERN CONNECTIONS LIMITED (hereinafter called the "Seller") of any materials, machines, other goods or the supply of services (hereinafter called the "Goods" or "Services") which shall be the subject of the contract between the seller and the persons, company or other organisation (hereinafter called the "Buyer") purchasing the goods.

1. Quotations

Quotations by the Seller are not sales offers but invitations to treat only. All information in and relating to the quotations shall be confidential and shall not be passed without the permission of the Seller to any third party. The Seller shall be free to accept or refuse an order for any reason whatsoever.

2. Acceptance of Order

- i Save as otherwise agreed in writing, all orders are accepted by the Seller subject to these Conditions of Sale which override any other terms and conditions stipulated or incorporated or referred to by the Buyer, whether in the order, or in any negotiations, so that these Conditions of Sale are the only terms or conditions upon which the Seller sells or supplies the Goods or Services. The contract for the sale of the Goods between the Seller and the Buyer shall be deemed to have been made when the Seller sends or otherwise communicates to the Buyer its acceptance of the Buyer's order and the Goods relative to such Contract shall be those stated in such acceptance. Contracts for delivery by instalments shall be deemed to be indivisible.
- ii Unless otherwise agreed there shall be a minimum order value.
- iii In the absence of prior agreement, any order will incur a charge to include the cost of packaging, delivery and administration.

3. Prices

- i Unless previously agreed, the Seller may at any such time before delivery, increase the price of the Goods by notice to the Buyer. In such an event the Buyer may on receipt of such notice cancel the order for the Goods, but if the delivery of the Goods is to be made by instalments the Buyer shall be entitled to cancel only the undelivered portion of the order. No other remedy shall be available to the Buyer in respect of such variation in price. If the Buyer shall not make any such cancellation the increased price shall apply to the contract as regards those of the Goods not already delivered when the increase is made.
- ii Unless otherwise stated all orders to any one address in the United Kingdom specified in writing by the Buyer to the Seller prior to delivery will incur a charge to include the cost of packaging, delivery and administration. Additional charges will be made for timed deliveries or Same Day delivery.
- iii On all orders to be delivered to an address outside the United Kingdom, irrespective of value, delivery will be on an ex-works basis and the Buyer will be responsible for all the insurance and forwarding and carriage costs payable in accordance with clause 4 of these conditions, unless other agreement is made, and accepted in writing prior to delivery.

4. Payments

- i Unless otherwise agreed in writing prior to delivery, payment for the Goods shall be made not later than net THIRTY days following the date of the Seller's invoice to the Buyer. Notwithstanding the above the Seller may at any time require the Buyer to make payment in advance of delivery or to advance adequate security for the payment of all amounts due or to become due under the contract.
- ii Where payment is to be made by instalments the failure of the Buyer to pay any instalment in due time shall entitle the Seller to treat such failure as a repudiation of the whole contract by the Buyer and to recover damages for such breach of contract.
- iii Without prejudice to the right of the Seller to payment in accordance with the terms of payment hereunder, the Seller shall at its discretion have the right to charge interest at a rate per annum equal to whichever is the greater of (a) 2 per cent per annum above the base rate for the time being charged by Barclays Bank PLC., and (b) 12 per cent per annum on any sum outstanding after 14 days from the date on which such sum becomes due for payment to the actual date of payment.

5. Delivery/Despatch

- Unless otherwise agreed in writing between the Seller and the Buyer the following provisions shall apply:
- i Services - All PCBs which are sent in for coating, cleaning or other work shall be at the Buyer's risk and the Seller will not be responsible for any loss or damage to them while on our property, furthermore any damage due to the standard processes we apply to these boards will also be at the Buyer's risk.
Goods - Upon delivery, the Goods shall be at the Buyer's risk but the property in the Goods shall not pass to the Buyer until such time as payment for the Goods shall have been made.
Delivery of the Goods shall be deemed to be effected:
 - (a) Where the Seller undertakes delivery of the Goods when the Goods pass over the bounding rail of the Seller's or Seller's Agent's ship, lorry, carriage or other transport at the station, port or address specified by the Buyer.
 - (b) Where the Buyer undertakes delivery of the Goods when the Goods pass over the bounding rail of the Buyer's Agent's ship, lorry, carriage or other transport at the address of the Seller or at some other address as notified by the Seller to the Buyer in writing.
 - (c) Where the Buyer undertakes delivery of the Goods and fails to collect within 14 days after the Seller has given the Buyer written notice that the Goods are ready for delivery and collection.
 - ii Date of Delivery
All delivery dates for Goods and Services are estimates only. The Seller shall not be liable for failure to deliver by such dates or for any damage or loss arising directly or indirectly out of delay in delivery, nor shall the Buyer be entitled to refuse to accept the Goods or Services because of late delivery.
 - iii Tender and Deliveries
If the Buyer fails to require delivery of the Goods when delivery falls due or refuses to accept deliveries the Seller shall be deemed to have tendered and the Buyer to have refused to accept such delivery and to have repudiated the contract.
 - iv Despatch
Unless otherwise agreed, the method of transport of the Goods and Services shall be at the sole discretion of the Seller. Special delivery options will be the responsibility of the Buyer and will be at additional cost. All necessary unloading facilities shall be provided by the Buyer at his expense at the time the Seller is ready to make delivery.

6. Quantities

- i **Conformal Coating:** Where a quotation has been supplied for a minimum number of boards for conformal coating or other such services and the Buyer supplies a smaller number, then additional cost may be incurred by the Buyer for these services as outlined in any quotation, written or verbal or any other such agreement.
- ii **Distribution sales:** The Seller shall be entitled to deliver Goods in a single delivery or by instalments as it sees fit. The Buyer shall not be entitled to reject any consignment of Goods supplied by the Seller on the grounds that the quantity supplied is below the quantity ordered. The Buyer shall notify the Seller of the shortage within 3 days of delivery. The Seller shall be responsible for supplying the balance of the Goods required to bring the aggregate to the quantity ordered, or for giving the Buyer credit for the Goods invoiced but not delivered. For the purposes of this condition each consignment constitutes a separate contract. All weights and volumes are ascertained at the time of filling of the containers and all invoices are calculated thereon. The Buyer shall pay to the Seller in full the amount payable under the invoice for each consignment notwithstanding any rights which the Buyer may claim to have against the Seller in respect of any other consignment or under any other contract between the Seller and the Buyer.

7. Shortages/Damages Lost in Transit

- i In respect of products manufactured to order (i.e. not held as stock items), unless otherwise agreed in writing between the Seller and the Buyer, the Seller may deliver against any such order in excess and/or deficiency up to 10 per cent of weight and volume ordered without any liability whatsoever to the Buyer, save that the price shall be adjusted accordingly.
- ii The Buyer shall inspect the Goods immediately upon delivery and shall within 48 hours of such delivery (time being of the essence) give notice in writing to the Seller of any matter or thing by reason whereof it alleges that the Goods are not in accordance with the Contract. Any delivery book or note marked "not examined" will not be accepted by the Seller for the purposes of this sub-paragraph.
- iii If the Buyer shall fail to give such proper notice as is required hereunder then the Goods shall be deemed in all respects to be in accordance with the contract and the Buyer shall be deemed to have accepted the Goods

- iv The Goods in respect of which the Buyer makes any claims hereunder shall be preserved intact, as delivered, for a period of twenty-one days from negotiation of the claim within which time the Seller or its agents shall have the right to attend at the Buyer's premises to investigate the complaint. Any breach of this condition shall disentitle the Buyer to any allowance in respect of his claim.
- v Goods represented by the Buyer to be defective or not conforming to the contract shall, if authorised by the Seller, be returned and in the Seller's absolute discretion shall either be replaced or be credited. The Buyer shall not be entitled, where the Goods are to be delivered by instalments, to cancel any undelivered balance of the order without prior written consent of the Seller.

8. Warranty and Limitation of Liability

- i The Seller warrants that the Goods are of merchantable quality and unless otherwise agreed are produced at the tolerance specified in the Seller's official literature in respect thereof. Save as aforesaid, all other conditions, guarantee or warranties whether expressed or implied by statute, common law, or otherwise including (but without prejudice to the generality of the foregoing) conditions, guarantees or warranties as to quality fitness for purpose or description of the Goods or their life or wear or use under any conditions whether known to the Seller or not are hereby excluded.
- ii Whilst the utmost care is taken to ensure the accuracy of any information data, and advice, furnished to the Buyer, such information and data shall not (subject as provided in paragraph (i) above) be deemed to form part of the contract for the sale of the Goods and the Buyer shall at the time the contract is made be deemed to have carried out its own investigation and tests on the Goods.
- iii The Seller's liability for any and all direct loss or damage resulting to the Buyer from defective Goods or from any other cause whatsoever shall be limited to the purchase price of the Goods in respect of or in relation to which such loss or damage is claimed unless the Seller shall have replaced such defective goods with goods conforming in all respects with the contract in which event the Seller shall be under no further liability to the Buyer. Subject as aforesaid the Seller shall be under no liability in contract or in tort for any injuries, losses, expenses or damage direct or indirect and in particular but without prejudice to the generality of the foregoing, any consequential loss, in each case arising out of or consequent upon or attributable to the contract for the sale of the Goods or the supply or use of the Goods and/or any containers and/or packages or the Buyer or any third party having made use of or adopted in whole or in any part information or data or advice given by or on behalf of the Seller in relation to the Goods or their use.
- iv The foregoing paragraphs 8(i) to 8(iii) inclusive shall apply save that if any Act of Parliament or other statutory provisions for the time being in force shall avoid or make unenforceable any of the provisions thereof such paragraphs shall be deemed to apply with the exclusion of those provisions thereof which shall be void or unenforceable as aforesaid.

9. Cancellation of Orders

Subject as herein provided, order for Goods may not be cancelled or suspended without the Seller's written consent. Any cancellation or suspension of an order is acceptable only on the express condition that the Seller shall be indemnified against any loss incurred wholly or in part by the cancellation or suspension.

10. Sub-Contracting

The Seller shall be entitled to sub-contract all or any of their obligations out of any quotation or order made in consequence thereof.

11. Force Majeure

The Seller shall be entitled by written notice to the Buyer to cancel any contract should the Seller be hindered or prevented by force majeure, traffic upsets or any other cause reasonably beyond its control from performing the same. In particular, the Seller shall be entitled to effect such cancellation if it is by reasonable endeavours unable to obtain the necessary licences, consents or authorities for the exportation or importation of goods, parts or materials originating outside the United Kingdom or for the payment for such parts or materials.

12. Indemnity

The Buyer shall indemnify the Seller in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims, and demands, charges or expenses in connection therewith for which the Seller may become liable in respect of the Goods sold under the contract in the event that the damage or injury shall have been occasioned otherwise than by the negligence of the Seller.

13. Default

- If the Buyer shall commit any breach of these Conditions or if any distress or execution shall be levied upon any of the property or assets of the Buyer or if the Buyer shall, in the sole opinion of the Seller, be unable to pay the Seller for the Goods or suspend payment of its debts or make any arrangements with its creditors, or being a company have a Receiver appointed of its assets, or pass any resolution to be wound-up, or being a person shall commit any act of bankruptcy, or have any bankruptcy petition presented against it, then and in any such event the seller shall without prejudice to any other rights and remedies it might have and without any liability whatsoever, be at liberty forthwith by notice in writing to the Buyer:
- i to cancel all orders and contracts or any part thereof remaining unfulfilled between the Seller and the Buyer for the delivery of the Goods.
 - ii either for its agents or itself to have access to the Buyer's premises for the protection, removal, realisation and disposal of any Goods at any time and from time to time in which the property shall not have passed from the Seller to the Buyer in accordance with these Conditions of Sale.

14. Lien

- i Notwithstanding that credit may have been given to the Buyer under the Contract the Seller shall retain possession of the Goods or any of them until payment has been received from the Buyer in full.
- ii Without prejudice to any other right which the Seller may have, the Seller shall be entitled to exercise a general lien or right of retention on all Goods in the Seller's possession, which are, or are intended to become, the Buyer's property in regard to all debts, damages or other sums due to the Seller under any Contract whatsoever between the Seller and the Buyer, and pursuant to such lien or right the Seller shall be entitled without notice to the Buyer to sell all or any portion of such Goods privately, by auction or otherwise and to keep the proceeds in diminution of such debts, damage or sums of all costs and expenses incurred in and about effecting such a sale.

15. Patents and Trade Marks

No representation, warranty or indemnity is given by the Seller that the Goods do not infringe any letters, patents, trademarks, registered designs, copyright or other industrial rights and in this respect the Buyer shall accept such title to the Goods as the Seller has.

16. Assignability

The contract of which these Conditions form part is personal to the Buyer who shall not assign the benefit thereof without the Seller's written consent.

17. Arbitration and Proper Law

The construction, validity and performance of this contract shall be governed by the Laws of England. Any disputes arising out of the contract shall be referred to arbitration in England and in accordance with the provision of the Arbitration Act of 1975 or any statutory modifications thereof for the time being in force.

18. Packaging and Free Issued Materials

For packaging of formulated systems produced by other manufacturers, liability can only be accepted for defects directly attributable to the packaging operations. The technical composition and quality of the contents is beyond the control of the Seller and any defects in such areas must be pursued with the original manufacturer of the formulated product. No liability will be accepted by the Seller for any such defects of whatever nature.

YOU MAY FROM TIME TO TIME RECEIVE COMMUNICATIONS FROM CHILTERN CONNECTIONS LTD. IF YOU WOULD PREFER NOT TO RECEIVE ANY COMMUNICATION PLEASE TICK HERE