



DIRECTA (UK) LIMITED

Cold Norton Essex
England CM3 6UA

Telephone: 01 621 828882
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APPLICATION FOR ACCOUNT FACILITIES

COMPANY NAME:

Invoice Address: Reg. Office:

.....

..... Post Code: Post Code:

Telephone: VAT No.:

Fax: Amount of CREDIT required:

Company Registration No.:

We wish to open an account with your company on a 30 day settlement basis and supply two trade and one bank reference as follows:

Bank Name: Sort Code:

Address:

.....

Trade Reference 1: Post Code:

Address:

..... Tel No. Fax No.:

Contact Name:

Trade Reference 2: Post Code:

Address:

..... Tel No. Fax No.:

Contact Name:

We hereby consent to you obtaining a reference from our bankers. Your attention is drawn to our terms and conditions set out on the reverse. I/We certify that I have read and agreed that they shall apply to each and every sale contract entered into between us. In particular I/we have noted and accept that all the conditions relating to the granting of credit, terms of payment and retention of title and property in all goods supplied until all monies outstanding under any sale contract have been received by Directa (UK) td by way of cleared funds.

Signed:

Position in Company:

Date:

OFFICE USE

Authorised

Directa Rep

Date

Credit Limit

A/C No.

Standard Conditions of Sale

The following Standard Conditions of Sale shall govern this transaction except as otherwise specifically agreed in writing by the seller.

1. QUOTATIONS: Quotations are subject to confirmation on receipt of order.
2. TERMS:
 - (a) Net cash month following delivery.
 - (b) Bad debts may be subject to a £10 charge.
 - (c) In the case of contracts involving more than one delivery, if default is made in payment on due date for any one delivery, the seller at his option shall be entitled to treat the contract as repudiated by the buyer and to claim damages accordingly.
 - (d) An order once placed cannot be cancelled except by mutual agreement and then only on terms which would fully indemnify the seller.
3. DELIVERY:
 - (a) Where contracts provide for a single delivery goods shall be delivered and accepted as soon as ready.
 - (b) Where contracts provide for deferred deliveries such deliveries shall be accepted as specified in the contract (or as soon thereafter as ready) provided that all deliveries shall be accepted within six months from the date specified for the first delivery. In the event of failure to accept any delivery the balance remaining undelivered shall be invoiced (payment for such balance immediately there upon becoming due) and storage costs charged to customer's account, the goods being held at customer's risk.
 - (c) Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall not vitiate the contract as to the remaining deliveries.
 - (d) While every effort will be made by the seller to effect delivery in accordance with any pre-arranged dates, no guarantee as to dates of delivery by the seller is to be implied and the seller will not accept for any loss or damage occasioned by delay in delivery however caused.
4. QUANTITY VARIATIONS: A shortage or surplus charged pro-rata, not exceeding 10 per cent will be considered due execution of any order.
5. CLAIMS: Complaints or claims will only be entertained if lodged by the buyer within seven days of receipt of goods by him or related to the transport of the goods within such time as will enable the seller to comply with the time limit and procedure of the Railway Companies or other carriers by whom the goods were transported. The return of goods will not be accepted unless the seller or his representative shall first have had the opportunity of examining same.
6. LIMITATIONS OF SELLER'S LIABILITY: Any express or implied statement, conditions or warranty, statutory or otherwise, not stated herein is hereby excluded and deemed to be inconsistent herewith; and no responsibility is accepted by the seller for any damage or loss arising directly out of goods supplied or for any damage or loss arising by reason of any failure of the goods to comply with the specification.
7. COST VARIATION: Prices are subject to revision, in the event of any increase incurred by the seller between the date of confirmation of order and the date of delivery to buyer.
8. MATERIAL: Whilst every endeavour will be made to supply material in accordance with the quality of sample submitted or quoted for this cannot be guaranteed.
9. FORCE MAJEURE Etc.: The performance of all contracts is subject to variation or cancellation by the seller owing to any Act of God, war, strikes, lock-outs, fire, flood, drought, tempest or any other cause beyond the control of the seller or owing to any inability by the seller to procure materials or articles required for the performance of the contract and the seller shall not be held responsible for any inability to delivery caused by such contingency.
10. RETENTION OF TITLE: Title to the property in all goods supplied in each and every sales contract entered into between us does not pass until all monies outstanding under any sale contract have been received by Directa (UK) Ltd by way of cleared funds.