



Account Application Form

Accounts Direct Tel: 01442 892620
email: creditcontrol@ilecsys.co.uk

Company Name:
Invoicing Address:
Postcode:
Phone:
Fax
Email:

Delivery Address:
(if different)
Postcode:
Phone:
Fax
Email:

Legal Status - Sole Trader, Partnership or Limited

Company Registration No. ( if Ltd )

Name of Proprietor, Partners or Managing Director

Bought Ledger Contact

Tel No:

Email:

Purchasing Contact

Tel No:

Email:

Number of years trading

No. of Employees

Name of Bank:

Address:

Sort Code

Account Number

Trade Reference 1:

Trade Reference 1:

Address:

Address:

Postcode:

Postcode:

Phone:

Phone:

Fax

Fax

Email:

Email:

Acceptance of Terms and Conditions

I confirm that I have read and accept your terms and conditions of sales and your credit terms of 30 days nett monthly ( payment due by end of the month following month of invoice ), payment by cheque will not be accepted.

Authorised Signature:

Position

Date:

# Standard Terms and Conditions - R6

## 1. General

1.1 The following definitions apply: Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business. Conditions: these terms and conditions of sale. Contract: the contract for the sale of the Goods by ILECSYS to the Customer incorporating these Conditions. Customer: the person with whom ILECSYS contracts for the sale of the Goods upon the terms of these Conditions. Delivery: the meaning given in clause 4. Goods: the products sold by ILECSYS to the Customer pursuant to the Contract including any part or parts of them. Force Majeure Event: the meaning given in clause 11. ILECSYS: ILECSYS Limited. Price: the price to be paid by the Customer for the Goods. Specification: any specification for the Goods contained in any related plans and drawings that are agreed in writing by the Customer and ILECSYS.

1.2 In these Conditions, the following rules apply: (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), (b) headings are for ease of reference only and do not affect the construction of these Conditions, (c) any phrase introduced by the terms including, include, in particular or any similar expression are illustrative and do not limit the sense of the words preceding those terms.

## 2. Basis of Contract

2.1 All orders are accepted and all contracts entered into by ILECSYS on these Conditions which override and exclude any other terms stipulated or referred to by the Customer or which might be implied by trade, custom, practice or course of dealing.

2.2 An order from the Customer constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the order and any applicable Specification are complete and accurate.

2.3 An order from the Customer will only be deemed to be accepted when ILECSYS issues a written acceptance of the order, at which point the Contract will come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of ILECSYS which is not set out in the Contract. The Customer has no claim for innocent or negligent misrepresentation based upon any statement in the Contract.

2.5 Any samples, drawings, descriptive matter, or advertising produced by the ILECSYS and any descriptions or illustrations contained in ILECSYS's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They do not form part of the Contract or have any contractual force.

2.6 Any estimate or quotation given by or on behalf of ILECSYS whether orally or in writing constitutes an invitation to the Customer to place an order and thereby make an offer: open to acceptance by ILECSYS on these Conditions.

## 3. Price and Payment

3.1 The Price is the price stated at the time of the Contract. If no price is stated, the Price is the price set out in ILECSYS's published price list in force as at Delivery.

3.2 ILECSYS may, by giving notice to the Customer at any time before Delivery, increase the Price to reflect any increase in the cost of the Goods that is due to: (a) any factor beyond ILECSYS's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give ILECSYS adequate or accurate information or instructions.

3.3 The Price is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which will be invoiced to the Customer.

3.4 The Price is exclusive of amounts in respect of value added tax (VAT). The Customer must, on receipt of a valid VAT invoice from ILECSYS, pay to ILECSYS such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

3.5 ILECSYS may invoice the Customer for the Goods on or at any time after Delivery.

3.6 The Customer must pay the invoice in full and in cleared funds by the end of the month following the month the invoice was dated to the bank account nominated in writing by ILECSYS. Time of payment is of the essence.

3.7 If the Customer fails to make any payment due to the ILECSYS under the Contract by the due date for payment, then the Customer must pay interest on the overdue amount at the rate of 4% per annum above HSBC PLC's base rate from time to time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer must pay the interest together with the overdue amount.

3.8 The Customer must pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). ILECSYS may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by ILECSYS to the Customer.

## 4. Delivery

4.1 Unless the parties have agreed in writing that the Customer is to collect the Goods, ILECSYS shall deliver the Goods to the location set out in the Customer's order or such other location as the parties may agree in writing (Delivery Location).

4.2 Delivery (Delivery) takes place when the Goods leave the premises of ILECSYS for delivery to the Delivery Location or when the Goods are collected by the Customer.

4.3 If in the opinion of ILECSYS it is not practicable for ILECSYS to deliver the Goods when the Goods are ready for delivery due to any act or omission on the part of or on behalf of the Customer (including but not limited to: the Customer failing upon request to provide a UK delivery address, appropriate instructions, necessary documentation, licences or

authorisations; the Customer refusing to accept receipt of the Goods; or for any other reason whatsoever), then the following applies: (a) ILECSYS may place the Goods into storage either at its own premises or elsewhere; (b) Delivery will be deemed to take place when the Goods are placed into such storage and the Price will become immediately payable irrespective of any arrangement to the contrary; (c) The Customer will be liable for all related costs and expenses including without limitation storage and insurance; (d) ILECSYS may at its discretion continue to store the Goods and may at any time sell the Goods to another party or parties; (e) The exercise of the discretion to store or sell the Goods or both is without prejudice to any other rights or remedies ILECSYS may have against the Customer. In particular, if ILECSYS sells the Goods at a price lower than the Price, the Customer will be liable for the shortfall in addition to any other remedy available at law to ILECSYS.

4.4 All times and dates of delivery are approximate only and any time or date of delivery is not of the essence.

4.5 ILECSYS is not liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide ILECSYS with necessary information including adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. 4.6 If ILECSYS fails to deliver the Goods, its liability is limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the Price.

4.7 The Customer may not reject the Goods by reason only of short delivery and the Customer must pay for such Goods delivered to the Customer at the pro rata contract price.

4.8 ILECSYS may deliver the Goods by instalments, which will be invoiced and must be paid for separately. Each instalment will constitute a separate Contract. Any delay in delivery or defect in an instalment does not entitle the Customer to cancel any other instalment.

## 5. Inspection

5.1 The Customer must inspect the Goods as soon as practicable after receipt. The Customer must notify ILECSYS in writing within 5 Business Days within receipt of the Goods of any discrepancy (including short delivery and failure to comply with description), defect or damage (which discrepancy, defect or damage would be apparent on reasonable examination. The Customer must notify ILECSYS in writing of any other discrepancy, defect or damage as soon as the discrepancy, defect or damage is or ought reasonably to have been discovered, whichever is the sooner. In the case of non-receipt of the Goods, the Customer must notify ILECSYS within 5 Business Days of the receipt of ILECSYS's invoice for the non-received Goods.

5.2 If the Customer fails to give notice as required by clause 5.1 the Goods will be deemed to have been received by the Customer and to be in all respects in accordance with the Contract and free from any discrepancies, defect or damage and the Customer will be deemed to have accepted the Goods accordingly.

5.3 As regards this clause 5, time is of the essence.

## 6. Passing of title and risk

6.1 The property in the Goods will not pass to the Customer until: (a) all sums (including sums pursuant to any contract or otherwise) due or owing to ILECSYS have been paid in full without any deduction or deferment on account of any disputes or counterclaims whatsoever; or (b) the Goods are delivered to a third party following a sale by the Customer in the normal course of its business in which case property in the Goods will be deemed to have passed to the Customer immediately prior to such a delivery.

6.2 Until property in the Goods passes to the Customer the following applies: (a) the Customer must hold the Goods as bailee and trustee owing fiduciary duties to ILECSYS; (b) the Customer must safely store the Goods at no cost to ILECSYS and must ensure that the Goods are clearly identified as belonging to ILECSYS; (c) The Customer must permit employees or agents of ILECSYS to examine the Goods in storage at any time during the normal working hours of the Customer upon request by ILECSYS; (d) the Customer must fully insure the Goods against any loss or damage whatsoever and the Customer must hold any monies received from such insurance on trust for ILECSYS; (e) if clause 7.1 applies or if any sum due to ILECSYS from the Customer pursuant to any contract or otherwise is not paid in full after the due date for payment; (f) ILECSYS may without prior notice to the Customer repossess and resell the Goods and (g) agents and employees of ILECSYS may enter together with any vehicle which ILECSYS considers necessary for the removal of the Goods upon the premises of the Customer or any other premises or locations where the Goods may be located for the purpose of exercising ILECSYS's rights under this clause 6, and (h) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately.

6.3 If the Customer sells the Goods in the normal course of its business, the Customer must hold the proceeds of such sale on trust for ILECSYS, whenever any sum due from the Customer to ILECSYS is outstanding pursuant to any contract or otherwise.

6.4 ILECSYS can maintain an action against the Customer for the Price notwithstanding that property in the Goods has not passed to the Customer.

6.5 The rights and remedies conferred on ILECSYS by this clause 6 are in addition to and do not in any way prejudice or limit any other rights of ILECSYS

6.6 Risk in the Goods passes to the Customer upon Delivery.

## 7. Insolvency by the Customer and breach of contract by the Customer

7.1 This clause applies if any of the following events occur or in the opinion of ILECSYS is likely to occur: (a) the Customer commits any breach of the Contract; (b) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order; (c) (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; (d) an encumbrancer takes possession or a receiver is appointed to any of the property or assets

of the Customer; (d) the Customer ceases or threatens to cease to carry on business or any part of its business.

7.2 If this clause 7 applies, without prejudice to any other rights or remedies available to ILECSYS, ILECSYS may cancel the Contract without any liability to the Customer and if the Goods have been delivered but not paid for in full the Price is immediately due and payable notwithstanding any prior arrangements to the contrary.

## 8. Limitation of liability

8.1 Nothing in these Conditions limits or excludes ILECSYS's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (d) defective products under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be unlawful for ILECSYS to exclude or restrict liability.

8.2 Subject to clause 8.1, (a) ILECSYS is under no circumstances whatever liable to the Customer, whether in contract (including wilful breach), tort (including negligence) or restitution, or for breach of statutory duty, or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity or any indirect or consequential loss arising under or in connection with the Contract; and (b) ILECSYS's total liability to the Customer in respect of all other losses whatsoever arising under or in connection with the Contract, whether in contract (including wilful breach), tort (including negligence), or restitution or for breach of statutory duty or misrepresentation, or otherwise, under no circumstances exceeds 100% of the Price.

## 9. Quality

9.1 ILECSYS warrants that on delivery the Goods will (a) conform in all material respects with their description and any applicable Specification; and, (b) be free from material defects in design, material and workmanship.

9.2 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

## 10. Third Party Rights

A person who is not a party to the Contract shall not have any rights to enforce its terms.

## 11. Force Majeure

11.1 Force Majeure is not liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond ILECSYS's reasonable control, which by its nature could not have been foreseen, or if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

11.2 In the event of a Force Majeure Event, ILECSYS may elect at its absolute discretion (a) to terminate the Contract; or (b) to perform the Contract within a reasonable time after the termination of the Force Majeure Event.

11.3 ILECSYS makes an election under clause 11.2(b) the Customer must accept and pay for the Goods or such part of them as are delivered notwithstanding any delay.

## 12. Cancellation

ILECSYS may cancel this Contract at any time before Delivery by giving notice in writing to the Customer. On giving such notice ILECSYS must repay to the Customer any sums paid in respect of the Price. ILECSYS will not be liable for any loss or damage whatsoever arising from such cancellation.

## 13. Variation

No variation of the Contract, including the introduction of any additional terms and conditions, will be effective unless it is in writing and signed by a director of ILECSYS.

## 14. Waiver

A waiver of any right or remedy under the Contract or law is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

## 15. Assignment

Rights under this Contract are not assignable by the Customer but may be freely assigned by ILECSYS

## 16. Governing law

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), are governed by, and construed in accordance with the law of England and Wales.

## 17. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).