



To enable us to open up a credit account for you, please complete this form in full and fax it back to us on the above facsimile number, along with a sheet of your HEADED PAPER.

We also like to do reciprocal business wherever possible so would kindly ask that you send your product/service details to our Kelly Davis for future reference.

Trading name:		Company Reg. No:
		VAT No.:
Trading address:		Time at this address:
Are these premises, OWNED, LEASED OR RENTED		Time in Business:
Fax No:	Tel:	WWW:
Packaging Materials Buyer:		Email:
Safety Officer:		Email:
Purchasing Manager:		Email:
Accounts Contact:		Email:
Type of business? Products/Services supplied:		No. of Employees?
Is company a subsidiary of another company? If yes, please give name, address and tel. no. Of holding company:		
If not Limited, Partners/Proprietor full names, Tel and home addresses please.		
1/ Home Owner Y/N		
2/ Home Owner Y/N		
<u>Bank details:</u>		
Name of Bank:	Account No:	Sort Code:
Address:		
<u>Trade References:</u>		
1/. Company:		Contact:
Address:		



Tel No:		Fax No:	
2/. Company:		Contact:	
Address:			
Tel No:		Fax No:	
Please Sign Below:			
I confirm that I have read your Terms and Conditions and agree to abide by them and that the information given by me the undersigned is correct.			
Full Name:		Position in which authorised to sign:	
Signature:		Company Name:	Date:

STANDARD CONDITIONS OF SALE

1 GENERAL

These conditions apply to all sales made by us to customers in the United Kingdom. They can only be varied in writing by us and are to the exclusion of all other terms or conditions of purchase, sale or otherwise.

2 ORDERS

No orders shall be binding by us until accepted in writing or by delivery of the products. However, orders are accepted only on these conditions.

3 DELIVERY DATES

Any times quoted for delivery are estimates only. Whilst every effort will be made to deliver within any times quoted or requested, no liability will be accepted for failure to do so.

4 RETURNS

Products delivered (pursuant to orders) are not returnable except by prior agreement and will be subject to a re-stocking charge.

5 DAMAGE OR LOSS IN TRANSIT

We can accept no liability for products lost or damaged in transit unless;

- a) Damage or shortages are notified to us in writing within three days after the date of delivery and where products are consigned by an outside carrier only if the customer complies in all respects with the carriers conditions of carriage for notifying claims for damaged or shortages.
- b) Non-delivery is notified to us in writing within fourteen days of our invoice date.

6 PRICES

The prices charged are to be those ruling at the date of despatch. Where products are delivered by instalments the prices shown are those ruling at the date of despatch of each instalment.

Value added tax is charged additionally at the appropriate rate(s) ruling at the date of invoice.

If any extra cost is incurred by reason for any additional instructions or any errors or omissions in instructions submitted by the customer, then we reserve the right to charge extra cost to the customer.

7 PAYMENT



- a) Payment of the full amount shown on every invoice is due to us within thirty days from the date of invoice.
- b) No cash settlement discount is allowed except by prior agreement.

8 RISK AND TITLE

- a) The risk in the products shall pass to the customer upon delivery or collection by customer's own transport.
- b) Until we have received full payment of all monies owed at any time by the customer or on any account whatsoever:
 - i) Property in the products shall remain in us and the customer shall store or otherwise keep them in such a way as bailee and clearly to indicate that the property remain in us.
 - ii) Subject to iii) and iv) below, the customer shall be at liberty to resell the products in the ordinary course of business and property in the products comprised in any such resale (but not in any other products) shall pass to the customer immediately prior thereto.
 - iii) We may at any time revoke the customer's power of resale by notice to the customer if the customer is in default for longer than seven days in the payment of any sum whatsoever owed to us.
 - iv) The customer's power of resale shall automatically cease if the customer goes into liquidation or has a receiver appointed or commits any act of insolvency.
 - v) Upon determination of the customer's power of resale the customer shall place all products not previously resold at our disposal. We shall be entitled to enter any premises of the customer to remove such products from the premises and to resell or otherwise deal with such products for our own benefit, but for the amount of the monies owed to us by the customer shall be reduced by the purchased price of any products recovered by us to the extent that the same are in a saleable condition, less any costs incurred in recovering them. These conditions constitute an authority for any third party authorised by Proton Supplies to exercise our right hereunder.

9 CANCELLATIONS AND SUSPENSION

- a) BY PMJ International Ltd: We shall have the right to cancel all or any contracts or withhold delivery if;
 - i) The customer fails to pay any monies owing by the due date.
 - ii) The customer commits any breach of contract.
 - iii) The customer goes into liquidation or have a receiver appointed or commits any act of insolvency.
 - iv) We have any reason to doubt the credit worthiness of the customer.
- b) BY THE CUSTOMER:
 - i) Standard items. From acceptance of the order by Proton Supplies cancellation by the customer is only acceptable by agreement with Proton Supplies.
 - ii) Non-standard items. Proton Supplies will only accept cancellation on immediate payment in full of the value of all work and materials expended on the order prior to cancellation together with the cost of all materials purchased towards, or to enable the manufacture of such goods. Such materials will be available for collection by the purchaser after payment for a period of thirty days only from the date of invoice.

10 DISPUTES AND SET OFF

The customer shall not be entitled to withhold payment of any monies correctly invoiced by and due to us because of any disputed claim.

11 SPECIFICATION

Due to a programme of continuous product development, we reserve the right to amend specifications and prices without prior notice. Advertisements, catalogues, and other written material are only intended to present a general indication of products referred to therein and in no part shall be binding upon us. Proton supplies



demands that you ascertain product suitability for your application prior to purchase. Proton supplies will not be held financially or morally responsible for any losses incurred due to unsuitability!

12 FORCE MAJEURE

We can accept no liability for delay or non-fulfilment of any terms of the contract caused by force majeure or by any industrial dispute, accident, fire, scarcity of material or labour or by any cause not directly within our control.

13 WAIVER

No indulgence or failure by us to enforce any of our rights shall constitute a waiver of such right or preclude us from thereafter exercising the same.

16 CARRIAGE

Carriage will be charged at cost on all orders.

17 REPAIRS

Where the repairs of customer's goods are undertaken, they are done so entirely at the customer's own risk.

18 APPLICABLE LAW

This contract shall in all respects be construed as an English contract and in conformity with English law and is subject to the jurisdiction of the English courts.

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Harlow Business Park
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