

**For Mr Batteries Use Only**

MBV12022

Ac Number:  
Credit Agreed:  
Credit Terms:



## Credit Account Application Form

Company Name:

Registered company Number:

VAT Registration Number:

Trading Name If Different from Above:

Trading Address:

Telephone Number:

Mobile Number:

Contact Name:

Contact Email:

Monthly Credit Required:

Cash Account: YES / NO (Please Circle)

Accounts Contact Name:

Accounts Contact Email:

Accounts Telephone Number:

I / We confirm that I / We are authorised to enter a credit / cash facility agreement on behalf of the above company and wish Mr Batteries Ltd to open a credit / cash account in the name of the above company, and hereby accept Mr Batteries Ltd conditions of sales.

Signed:

Print:

Position:

## Condition of Sales

### TERMS AND CONDITIONS OF SALE OF Mr Batteries Ltd

#### Definitions

“the Company” shall refer to Mr Batteries Ltd registered in England 12606707. Unit 2 Camelot Court, Bancombe Road Trading Estate, Somerton, Somerset TA11 6SB

“the Customer” refers to the person, firm or company with whom or with which the Company contracts subject to these conditions

“Contract” refers to the contract made or to be made between the Company and the Customer subject to these Conditions

“Products” shall mean any articles, things, products or services to be supplied by the Company to the Customer under the contract

#### 1. GENERAL

The Company’s Conditions of Sale shall apply to and govern any contract between the Company and the Customer to the exclusion of any condition contained on or in any order form, letter, receipt acknowledgement, or other document emanating from the customer and no variation of these Terms and Conditions shall be effective unless expressly agreed by the Company in writing and only then with an endorsed signature of a Director of the Company.

These Terms and Conditions shall supersede all previous Terms and Conditions existing between the Company and the Customer including any Terms and Conditions which the Customer may purport to apply. This agreement shall not be cancelled except with the prior agreement of the Company.

#### 2. PRICES

Any quotations provided by the Company shall be visible on our web shop or written and shall be deemed to incorporate these Terms and Conditions of Sale.

All prices quoted are strictly net, unless otherwise quoted. (VAT is included in all web prices but can be visible upon invoice) Whilst every endeavour will be made to maintain the prices quoted, the company maintains the right to change the price without prior notice. This will include the right to change prices without prior notice to cover the following:

- a) Currency fluctuations, which increase the cost to the company of materials or products.
- b) Extra costs incurred as a result of cancellation, alteration, and postponement or re-scheduling of orders.
- a) Delivery will be FOB UK (on specific orders) and Products will be packed to the Company’s normal specification in non-returnable packing.
- b) Carriage will be included for online orders only; all other orders will be arranged at the Customer’s request and expense.
- c) Release documentation and Certificates of conformity for goods supplied from bonded stock will normally, at the absolute discretion of the Company, be provided free of charge.
- d) The Company reserves the right to deliver in more than one consignment and to invoice each consignment separately.
- e) Customers outside of the UK, are responsible at their own expense, for obtaining any import licence required in the country of destination.
- f) The Company is responsible for seeking any necessary licence to export the Products from the UK unless the Customer’s office issuing the order is in the UK.

#### 1. AVAILABILITY / STORAGE

The Company shall notify the Customer in the acknowledgement of order of the date upon which the Products will be provided.

Any dates given by the Company to the Customer shall be an estimate only. Time shall not be of the essence of this Contract although we do try and dispatch with 2 working days. Any back orders the customer will be notified of delivery dates that are subject to change.

The Company will use its best endeavours to deliver by the date specified but shall be under no liability whatsoever for delay or consequence thereof, however, caused.

When delivery is delayed for reasons attributed to the Customer or its Agents, storage and any other additional costs will be charged to the Customer.

If the Customer refuses to accept the Products at the time required by the Contract the Company shall be entitled without prejudice to any other rights it may have to either treat the Contract as at an end or to invoice the Products whereupon payment in full shall become due forthwith.

The Company may provide the Products on an instalment basis if it is so specified in the quotation provided to the Customer.

#### 2. RISK

Where the Contract provides for the supply of Products:

a) risk shall pass to the Customer when the Products leave the premises of the Company (or those of the Company’s supplier where delivery is affected directly from the premises of the Supplier) for delivery to the Customer notwithstanding that the Company may arrange for delivery and pending disposal the Customer shall keep the Products insured in the amount of the price.

#### 1. CHANGE OF PRODUCT SPECIFICATIONS

The Customer indemnifies the Company against discontinuing any Product or making design changes which they believe are necessary.

#### 2. SCHEDULED DELIVERY

If the Company and the Customer agree in writing for there to be a scheduled delivery this clause shall apply as follows.

1. Orders can only be accepted for scheduled delivery where the line value of each shipment is economically viable.
2. Customers placing orders on the Company must accept delivery of the total order within one year of the date of the order.
3. In the event of the Customer wishing to suspend deliveries, the Company requires thirty days’ notice in writing to this effect.
4. Such a suspension will be limited to a maximum period of 60 days, after such, deliveries will be resumed at the normal rate.
5. Customers wishing to cancel a schedule or part schedule, will be invoiced 30% of the cost of the Products involved. No cancellation, or request of deferment, or suspension of delivery, or deliveries can be made by the Customer, in respect of nonstock items purchased specifically to fulfil a customer’s order

#### 3. TECHNICAL ADVICE

No liability shall result from Products that have been used by the Customer in any way at variance with the manufacturer’s instructions.

Any technical advice or service given by the Company, shall not amount to a warranty as to fitness for any purpose, other than in accordance with the manufacturer’s specifications.

No drawings, descriptive matter, weight, dimensions or shipping specifications issued by the Company or the manufacturer of the Products, nor the descriptions and illustrations contained in the Company’s or manufacturer’s catalogues, price lists or other professional material will form part of the Contract nor be regarded as a warranty or representation relating to the Products.

#### 1. PAYMENT TERMS

Payment of all sums due to the Company shall be made in full immediately unless a credit facility has been granted by the company, In this case, all payments shall be made within 30 days of the date of the invoice which shall be rendered to the Customer unless specified otherwise on the quotation (“the Due Date”) failing which the Company reserves the right to cancel the supply of the Products to the Customer. Time for payment shall be of the essence in the Contract.

Cheques and bank drafts should be made out as payable to My Puncture Shield Ltd. The Company also shall, at its absolute discretion, accept payment by TT in advance, bank draft or other mutually agreed method of payment.

In default of payment being made by the Due Date the Company may.

- a) suspend all work under all or any Contracts with the Customer.
- b) appropriate any payment made by the Customer in respect of any Products in settlement of such invoices or accounts in respect of such Products as the Company may in its absolute discretion think fit.
- c) charge interest at the rate of 8% per annum above the base rate printed from time to time of Clydesdale Bank on any overdue amount from the day following the Due Date until the date of receipt of cleared funds.

#### 2. RETENTION OF TITLE

Products which are the subject of a contract between the Company and the Customer shall remain the sole and absolute property of the Company as legal and equitable owner until payment of all sums due to the Company from the Customer on any accounts whatsoever have been received in full by the Company.

Where payment is affected by cheque the Company shall not have received payment until that cheque has been honoured and the amount credited to the Company’s bank account.

Until the property in the Products is vested in the Customer, the Customer shall not pledge the Products and shall separately store and mark the Products so that they are readily identifiable as the

property of the Company and hold the Products as agent for the Company.

Until otherwise notified by the Company, the Customer may use the Products in the normal course of its business and may deliver the Products to a third party according to a bona fide and arms-length agreement to re-sell the Products, but such liberty will cease upon the termination of the Contract.

No failure or delay on the part of the Company to require compliance by the Customer of its obligations hereunder shall operate as a waiver thereof.

Where the Company is unable to determine whether any Products are in fact the Products which are the subject of a contract between the Company and the Customer then the Customer shall be deemed to have sold all the Products of the kind supplied by the Company to the Customer in the order in which they were invoiced to the Customer.

The Company shall be entitled to serve notice on the Customer indicating its intention to re-take possession of its Products and/or terminating the Customer's authority to use or sell the Products under the above if the Customer is in breach of the payment terms under this Contract. On receipt of such notice from the Company or on the happening of any of the events set out below.

a) the Customer's authority to use or sell Products shall forthwith cease, and

b) all Products which are the property of the Company shall be immediately delivered to the Company, and the Company via its employees or agents shall have the right to enter upon any land, buildings or vehicles of the Customer to take possession of its Products and (if necessary) to dismantle the Products from anything to which they are attached and any expenses incurred by the Company including legal or other fees in so taking possession shall be payable by the customer.

If within seven days of the date when the Company has taken possession of the Products the Customer makes full payment of all sums then due or owing to the Customer together with the costs of so taking possession of the Products, then the Company will re-deliver the Products to the Customer at the Customer's expense.

If within 7 days of the date when the Company has taken possession of the Products the Customer has failed to pay all sums due or owing to the Company, then the Company may resell the Products and shall pay to the Customer the balance of any sums received upon the re-sale of the Products having deducted all sums due or owing from the Customer to the Company together with the costs of taking possession of and re-selling the Products. If the sums received by the Company upon re-sale of the Products fail to exceed all sums due or owing from the Customer to the Company together

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with the costs of taking possession of and re-sale of the Products then the Customer remains responsible and must discharge in full any shortfall to the Company.

The Company shall be entitled to serve notice on the Customer indicating its intention to re-take possession of its Products, without prejudice to any other rights the Company may have under this Contract, on the happening of any of the following events:

a) if the Customer receives a notice that a receiver or manager is to be or has been appointed or if any incumbrance shall take possession of all or any part of its assets.

b) any notice to the Customer that a petition to wind up or other processes to liquidate the Customer is to be or has been presented or issued or the passing of a Resolution to wind up the Customer (save for the purposes of a bona fide reconstruction or amalgamation);

c) a decision by the Customer that the Customer intends to make an arrangement with its creditors or to stop payment or cease or threaten to cease business.

d) any distress execution or other process being levied and enforced upon or sued against any chattels or property or the Customer

e) the inability of the Customer to pay its debts as such expression is defined in the Insolvency Act 1985 or any statutory re-enactment thereof for the time being in force.

f) the commission by the Customer of any act of bankruptcy as defined in the Insolvency Act 1986 or any statutory re-enactment or modification thereof.

## 1. SHORTAGES

Shortages must be notified both to the Company and the Carrier of the Products, within 24 hours of receipt of the Products

## 11. RETURNS

If there is a warranty issue the product must be returned to Mr Batteries Ltd or one of our agents, where it will be tested to support the claim, then the Company must be notified by phone or fax before the next order.

The Company will then exchange these products on next order and the warranties will be collected.

If the Company believe that the warranty procedures are being abused, they reserve the right to charge for any products found not to be faulty.

## **12. GUARANTEES AND WARRANTIES**

The Company guarantees that subject to the conditions in clause 11, the Company shall replace Products sold by the Company, but only for any items with defects caused by faulty materials or workmanship.

## **13. LIMITATION OF LIABILITY**

The Company shall not incur any liability under the above warranty, outlined in clause 10 unless:

a) The Company is promptly notified in writing upon discovery by the customer that such goods do not conform to the specification, and the appropriate invoice number and date of purchase is supplied.

b) The alleged defective Products are returned to the Company, carriage prepaid

c) Examination by the Company or its appointed officer of the Products shall confirm that the alleged defect exists and has not been caused by misuse, neglect, method of storage, faulty installation, handling, testing or repair, or by alteration or accident.

d) The Company's liability shall be limited to replacing or issuing credits, at its option, for any Products returned within 6 months of the date of dispatch.

The Company shall not be liable for incidental or consequential damages for non-compliance with the requirements set out above including, but not limited to, the costs or removal and reinstallation of Products, loss of goodwill, loss of profits of use.

If these requirements are not complied with, our guarantee shall not apply, and we shall be discharged from all liability arising from the supply of defective Products.

Except where the Company's liability is for death or personal injury as a result of negligence in no event shall the Company be liable for the following loss or damage howsoever caused and even if foreseeable or in the contemplation of the parties:

1. economic loss (which shall include loss of profits, business revenue, goodwill and collateral damage);
2. administrative and overhead costs.
3. damages in respect of special indirect or consequential loss or damage.
4. any claim made against the Company by any other party

To the extent permissible by law, all warranties conditions or terms other than those expressly set out in this Contract are excluded including but not limited to or implied and statutory conditions.

The Company shall not be bound by any warranty or representation given by or made on its behalf unless specifically stated in writing and expressly signed stating it is to be incorporated in the Contract.

Save where the Company is liable for death or personal injury, the Company's entire liability shall, in any event, be limited to the value of the Contract.

## **14. COUNTRY OF ORIGIN**

Unless otherwise confirmed, no information contained within any of the Company's publications is to be taken as a representation of the source of origin, or manufacture, or production of the Products and part thereof.

## **15. QUOTATIONS**

Quotations are dated and are valid for thirty days from that date unless the Company provides written notice to the Customer that the quotation is withdrawn.

## **16. PATENTS AND COPYRIGHT**

Products offered for sale by the company may be the subject of patents or other such protective devices.

## **17. CONFIDENTIALITY**

Both the Company and the Customer shall each keep confidential and shall not without the prior consent, in writing of the other, disclose to any third party, any technical or commercial information, which it has acquired from the other as a result of discussions, or negotiations and other communications between them relating to the Products and the order.

## **18. DESCRIPTION OF PRODUCTS**

If the description of any Products, in any correspondence, leaflet, invoice or catalogue varies from that of the manufacturer's description, the manufacturer's description shall be deemed to be

the correct description and shall take precedence over the description provided by the Company.

The manufacturer's description is available (this may exclude obsolete parts) from the Company on request.

Products will be supplied to the manufacturer's specification and finish, as were in force at the time of manufacture and date of initial distribution or later distribution, may apply.

The description of the Products by the Company has been given by way of identification only and the use of such description shall not constitute a sale by description.

The Company will use reasonable endeavours, to ensure the accuracy of technical data or literature relating to the Products in question, but the Company accepts no liability in contract, including negligence, or breach of statutory duty, or otherwise for any damage or injury arising directly or indirectly, from any error or omission in such technical data or literature.

## **19. FORCE MAJEURE**

The Company shall have no liability in respect of the failure, or delay in delivery, or in performance, of any obligations under the Contract, due to any cause outside of the control of the Company.

## **20. EXPORT CONTROL REGULATIONS**

The Company shall in no circumstances be liable for any damage, or loss, or claim however occasioned by an act or omission on the part of the Customer, in contravention of any regulations issued by the United Kingdom Government concerning the export of goods, services or technology.

Any Products supplied by the Company, whose re-export at the time of sale by the Customer is known and restricted by any regulations. The products shall not be exported to the Customer, without prior approval of the relevant authorities, concerned with the administration of such regulations.

The Company will not accept or process any orders for Products and associated services that are directly or indirectly destined for countries, where a NATO, UN or EU embargo is in force for such product categories.

## **21. TERMINATION**

Any contract the Company has with the Customer shall be operational upon order-by-order basis. Nothing in these Terms and Conditions shall imply any continuous relationship between the Company and the Customer.

The Company shall have the option (without prejudice to any of its other rights against the Customer) by notice in writing to the Customer to rescind any Contract between the Company and the Customer or to suspend delivery in the following event:

1. should any sum owing by the Customer to the Company be overdue whether under the same or any other Contract, or
2. should the Customer be in breach of any term of the same or any other Contract with the Company, or
3. should the Customer enter any composition or arrangement with or for the benefit of its creditors, or have a receiving order in bankruptcy made against him of (if a corporate body) should go into liquidation either voluntary or compulsorily or under supervision or have a receiver or manager appointed overall of any of its assets or if the Customer threatens to cease trading?

## **22. EXPORT BUSINESS**

\* These Terms and Conditions of Sale do apply to all Export Transactions

**23. ASSIGNMENT**

The company shall be entitled to assign sub-contract or sub-let this Contract or any part thereof. The Customer shall not be entitled to assign this Contract.

**24. SEVERANCE**

The Company and the Customer agree that if any term of this Contract shall be adjudged by a Court of competent jurisdiction to be void or unenforceable but would be valid and enforceable if some part or parts thereof were deemed deleted or if it were deemed varied or modified in some way then such provision shall apply with such modification or variation as shall be necessary to make it valid and effective.

**25. LAW**

All questions relating to any quotations or contracts of sale, subject to these conditions or agreed amendments to these conditions, shall be determined in all respects by the Laws of England and the parties irrevocably submit to the jurisdiction of the English Courts.

**26. THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Contract.

**27. CLOSURE OF ACCOUNT**

If the Company has to close any Customer account and redeem any monies owed via a Credit Company, the Customer will be responsible for any of the administration charges involved.