



CREDIT ACCOUNT APPLICATION FORM

Thank you for applying to open an account with Autogem Invicta Ltd, we aim to give you a first class service.

IMPORTANT INFORMATION:

Please fill in all relevant sections of this form in BLOCK CAPITALS and use our notes section for additional space if required.

Please include a company letterhead when returning this form to us.

**Unit 6 Space Business Park, Abbey Road, Park Royal, London, NW10 7SU
Registered in England and Wales No. 03205430
VAT Registration No GB 672 371 529**

I - STANDARD TERMS & CONDITIONS OF SALE OF AUTOGEM INVICTA LTD

1. DEFINITIONS

"The Company" or "Seller" means Autogem Invicta Ltd.

"Customer" or "Buyer" means the legal entity accepting the Company's written or oral quotation for the supply of Goods or whose order for Goods has been accepted by the Company.

"Goods" means any goods or services supplied by the Company, including any packaging materials

"Agreement" means a contract for the supply of Goods incorporating these terms and conditions.

2. GENERAL

2.1 All quotations are made and all orders are accepted subject to the following conditions.

2.2 The Agreement supersedes all prior agreements, arrangements and understandings between the parties relating to the subject matter hereof. All other conditions or warranties whatsoever are excluded from the Agreement unless expressly accepted by the Company in writing.

2.3 Quotations shall be available for acceptance for a maximum period of 30 days (unless otherwise agreed in writing by the Company) from the date thereof and may be withdrawn by the Company within such period at any time by written or oral notice.

2.4 Quotations, offers and tenders for the whole of the Goods for which the same are given by the Company and the Company reserves the right to refuse acceptance of any order which constitutes part only of the Goods forming the subject of the quotation, offer or tender.

2.5 If following the issue by the Company of a quotation, offer or tender, an order is not placed, the Customer is liable to reimburse any expenses incurred by the Company at the Customer's request.

2.6 If any statement or representation has been made to the Customer by the Company its servants or agents upon which the Customer relies other than in the documents enclosed with the Company's quotation or acknowledgment of order then the Customer must set out that statement or representation in a document to be attached to or endorsed on the order and in any such case the Company may confirm reject or clarify the point and submit a new quotation.

2.7 The Company reserves the right to correct at any time any clerical or typographical errors made by its servants, employees or agents.

3. DELIVERY

3.1 Delivery times quoted are subject to confirmation after receipt of order and while the Company will be as accurate as possible on the issue of such times the same can not be guaranteed. The Customer shall have no right to damages or to cancel the order for any cause to meet any delivery time stated.

3.2 The date of delivery shall in every case be dependent upon prompt receipt of all necessary information final instructions or approvals from the Customer.

3.3 Failure by the Customer to take delivery of or to make payment in respect of any one or more instalments of the Goods delivered hereunder shall entitle the Company to treat the whole Agreement as repudiated by the Customer.

3.4 The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and payment for the Goods shall in accordance with these conditions.

3.5 The Company reserves the right to charge the Customer for any demurrage costs incurred in the event of vehicles being unduly delayed at the Customer's works when delivering.

4. RISKS AND TITLE

4.1 Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods at the time when the Goods leave the premises of the Company.

4.2 Title to the Goods or any relevant part thereof shall only pass to the Customer if: -

4.3 the Customer has paid to the Company all monies and sums due and payable by it to the Company under this Agreement and all other prior contracts or agreements between the Company and the Customer, or

4.4 when the Company serves on the Customer notice in writing specifying that title in the Goods or such part thereof has passed.

4.5 the Company may recover Goods in respect of which title has not passed to the Customer at any time and the Customer hereby licenses the Company, its officers, employees and agents to enter upon any premises of the Customer for the purpose of satisfying itself that condition 4.6 below is being complied with by the Customer or of recovering any Goods in respect of which property has not passed to the Customer.

In the event of the Goods being at the premises of a third party by the direction of the Customer then the Customer shall if so required by the Company remove the Goods from such premises and return them to the Company forthwith.

4.6 If the Company so requires the Customer shall store the Goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Company.

5. CANCELLATION

5.1 Cancellation will only be agreed to by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.

6. PRICES

6.1 All prices are unless otherwise stated quoted net exclusive of VAT and exclusive of carriage. The company reserves the right to alter prices without prior notification prior to despatch of the goods.

7. TERMS OF PAYMENT

7.1 Unless otherwise agreed by the Company in writing payment shall be made in full within 30 days of the date of the invoice.

7.2 Where Goods are delivered by instalments the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these conditions.

7.3 No disputes arising under the contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.

7.4 In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy

7. TERMS OF PAYMENT (CONTINUED)

to suspend all further deliveries on any contract or contracts between the Company and the Customer without notice and to charge interest on any amount outstanding at the rate of 4% per annum above the Base Rate of Lloyds Bank PLC in force at the time when payment was due.

8. DIMENSIONS AND APPLICATION OF PARTS

8.1 The Company reserves the right to alter or change dimensions of the Goods supplied within reasonable limits having regard to the nature of the Goods.

8.2 Dimensions specified by the Company are to be treated as approximate only unless the Customer specially states in writing that exact measurements are required.

8.3 Whilst every endeavour has been made to ensure that goods are accurately described and are believed to be fit for purpose and vehicles as mentioned in our catalogues, no warranty to this effect is given and no responsibility will be accepted in the event of an error or mis-description in any catalogues or cross reference list or any damage resulting there from.

8.4 Manufacturers or competitors part numbers used by the Company in catalogues, cross reference lists or elsewhere are used for guidance purposes only.

8.5 The images presented are for informational purposes only and are not intended as a specification.

8.6 Products may vary from those illustrated and colours may not be accurate.

9. DEFECTS APPARENT ON INSPECTION AND NOTIFICATION OF NON DELIVERY OR DAMAGE

9.1 The Customer shall have no claim for defects apparent on visual inspection unless: -

9.2 The Customer inspects the Goods within two working days of arrival at its premises or other agreed destination and a written complaint is made to the Company within five days of receipt of the Goods.

9.3 If a complaint is not made to the Company as herein provided then the Goods shall be deemed to be in all respects in accordance with the Agreement and the Customer shall be bound to pay for the same accordingly.

9.4 Notification of non delivery of goods must be made within seven days of receipt of goods. Notification of short delivery of goods must be made within seven days of receipt of goods. If goods are delivered in a damaged condition the carrier's advice note must be marked accordingly and the Company informed within 3 days. Non conformance with this invalidates the Buyers right to claim.

10. LIABILITY

10.1 Save where the Company is shown to have failed to exercise reasonable care in the supply of the Goods and such failure results in death or personal injury the Company shall not be liable in respect of claims arising by death or personal injury. Further under no circumstances whatsoever shall the Company be liable for consequential loss (including removal or rectification work required in connection with the installation of repaired or replacement Goods) loss of profits or damage to property.

11. CUSTOMER DRAWINGS

11.1 The Customer shall be solely responsible for ensuring that all drawings information advice and recommendations given to the Company either directly or indirectly by the Customer or by the Customer's agents servants consultants or advisers are accurate correct and suitable. Examination or consideration by the Company of such drawings information advice or recommendations shall in no way limit the Customer's responsibility hereunder unless the Company specifically agrees in writing to accept responsibility.

11.2 The Customer shall indemnify the Company from and against all actions claims costs and proceedings which arise due to the manufacture of Goods to the Drawings or specifications of the Customer where such drawings or specifications are at fault or where it is alleged that they involve an infringement of a patent copyright registered design or design copyright or other exclusive right.

12. INSOLVENCY

12.1 If the Customer shall become bankrupt or under the provisions of Section 123 of the Insolvency Act 1986 is deemed to be unable to pay its debts or compounds with creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation or if a Receiver or Manager is appointed of all or any part of its assets or undertaking the Company shall be entitled to cancel the Agreement in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.

13. FORCE MAJEURE

13.1 Neither party shall be under any liability for any delay loss or damage caused wholly or in part by act of God governmental restriction condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves its employees or not by reason of any other matter or thing beyond its reasonable control including failure by the other party to carry out the provisions of these conditions.

13.2 Should the performance of any obligation of the Company be prevented, delayed or in any way interfered with due to any of the aforesaid matters then the Company may at its option suspend performance or cancel its obligations under the contract without any liability whatsoever, such suspension or cancellation being without prejudice to the Company's right to recover all sums owing to it in respect of consignments delivered and costs incurred prior to the date of suspension or cancellation.

14. CUSTOMER SAMPLES

14.1 The Company can not accept responsibility for Customer's samples, drawings, tools and the like while in the Company's possession and the Company will not accept any claim for loss, breakages or damages to the same whatever the cause.

15. NOTICES

15.1 All notices must be in writing and sent to the address of the recipient set out in the Agreement or the recipients registered office or such other address as the recipient may designate.

15.2 Any such notice may be delivered personally or by first class prepaid letter, telex or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by telex or facsimile transmission when

I - STANDARD TERMS & CONDITIONS OF SALE OF AUTOGEM INVICTA LTD

15. NOTICES (CONTINUED)

dispatched.

15.3 Any notice concerning the validity or existence of the Agreement must be delivered personally or sent by recorded delivery first class letter post.

16. SEVERANCE

16.1 If any provision of the Agreement is held by any competent authority to be invalid unenforceable in whole or in part, the validity of the other provisions of the Agreement and remainder of the provisions in question shall not be affected.

17. BUYERS CONDITIONS

17.1 No conditions of sale imposed by the Buyer shall have an effect in relation to as sale by the Company unless the Company expressly agrees otherwise in writing

18. LAW AND JURISDICTION

18.1 The Agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

Autogem Invicta Ltd will be happy to clarify any of the foregoing notes. Please do not hesitate to contact a member of our Sales Team.

WE HEREBY APPLY FOR A CREDIT ACCOUNT, AND WE ACCEPT THE FOLLOWING CREDIT TERMS: INVOICE TERMS ARE STRICTLY 30 DAYS NETT.

WE UNDERSTAND THAT AUTOGEM INVICTA LTD CAN ENQUIRE WITH A CREDIT AGENCY FOR REFERENCES. WE ACCEPT THE STANDARD TERMS AND CONDITIONS OF SALE OF AUTOGEM INVICTA LTD SHOWN IN SECTION I AND AGREE THAT ALL ORDERS SUPPLIED BY AUTOGEM INVICTA LTD TO OUR COMPANY ARE HEREBY SUPPLIED UNDER THESE TERMS AND CONDITIONS.

Signature		Position																	
Name																			
Company																			
Date																			

IMPORTANT NOTES

PLEASE ALLOW UP TO 10 WORKING DAYS FOR REFERENCES TO BB RETURNED AND AND YOUR ACCOUNT TO BE OPENED. YOU WILL RECEIVE NOTIFICATION ONCE THE ACCOUNT IS OPEN

PAYMENT TERMS ARE 30 DAYS NETT. THESE TERMS ARE STRICTLY OPERATED BY THE COMPANY AND NO ORDERS CAN BE DISPATCHED IF SETTLEMENT HAS NOT BEEN MADE IN FULL BY THE DUE DATE

INTERNAL USE ONLY

Account Number																			
Credit Control Approved																			
Credit Limit	£																		
Date																			

