

CREDIT APPLICATION FORM

GENERAL INFORMATION			
Company Trading Name:			
Legal Name (if different from above):		Company Registration No:	
Company Address:			
Email Address:		Telephone No:	
Company VAT No:	EORI No.	Form VAT 56B	NO YES Attach Form
Parent Company:			
Nature of Business:			
COMPANY DIRECTORS			
Name and Address:			
Name and Address:			
ACCOUNTS CONTACT INFORMATION			
Billing Address (if different from above):			
Invoice Email Address:			
Statements Email Address (if different from above):			
Accounts Payable Contact:		Accounts Contact Tel No:	
Currency (Please Specify)		Avg. Monthly Credit Requested:	
REFEREES			
Bank Name:			
Account Number:		Sort Code:	
IBAN:		SWIFT / BIC:	
TRADE REFEREES (Name & address of Trade References who provide at least an equal level of credit to that requested)			
(A)			
		Tel No:	
(B)			
		Tel No:	
DECLARATION - Company Director or Authorised Signatory Only			
I have read, understood & confirm acceptance of your standard terms & conditions outlined on next page.			
Name (BLOCK CAPITALS):			
Signature:			
Position:		Date:	

TERMS AND CONDITIONS

DEFINITIONS

- "C.O.D."** means cash on or before delivery of the Goods to the Purchaser.
- "Conditions"** means these terms and conditions.
- "Contract"** means the contract between the Seller and the Purchaser for the sale and purchase of Goods which shall be governed by the Conditions.
- "Purchaser"** means the person(s) or company whose order for the Goods is accepted by the Seller.
- "Goods"** means any goods supplied or to be supplied by the Seller to the Purchaser.
- "Catalogue"** means the catalogue (in whatever form, whether paper or electronic) in which these Conditions are set out.
- "Intellectual Property Rights"**
all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights in the Goods, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world
- "In writing"** includes electronic communications.
- "Seller"** means Production Equipment UC, a company registered in Ireland under number 95617 and having its registered office at Riverside Commercial Estate, Tuam Road, Galway or its permitted assigns.

1. QUOTATIONS AND ACCEPTANCE

- Quotations are valid for thirty (30) days and represent no obligation until the Seller accepts the Purchaser's Order.
- The Seller's conditions shall apply to the entire exclusion of those of the Purchaser and no variation hereof shall be binding upon the seller unless and until accepted in writing by a duly authorised person on behalf of the Seller.

2. PRICE AND DELIVERY

- Prices quoted or communicated to the Purchaser do not include VAT.
- Delivery shall be ex-works, or ex the Seller's premises as appropriate, and goods will be packed to the Seller's normal specification in non-returnable packing. Carriage will be arranged at the Purchaser's request and expense. Any applicable C.O.D. charges will be added to the price of the goods.
- Any delivery period quoted is an estimate only and commences from the Seller's acknowledgement of the Purchaser's Order. Provided the Seller takes all reasonable steps to deliver the Goods at the time stated, the Seller shall be under no liability for any delay or failure in delivery.
- The Seller reserves the right to deliver in more than one consignment and to invoice each consignment separately.

3. TITLE AND RISK

- Legal title to the Goods shall remain with the Seller until such time as the Seller has received payment of (i) the price of the Goods and (ii) all other sums which are or which become due to the Seller from the Purchaser on any account whereupon such title shall pass to the Purchaser. Insofar as the goods may be delivered to the Purchaser prior to the time when title thereto passes to the Purchaser, the Purchaser shall until such time hold the goods as the fiduciary agent and bailee of the Seller and shall accordingly remain liable to account to the seller for the goods or, if the same shall be sold by the purchaser (which the Purchaser shall be entitled to do as the fiduciary agent of the Seller but, as between the Purchaser and the Purchaser's customer, only as principal and without creating any relationship, disclosed or undisclosed, between the Seller and such customer) for all the sale price and proceeds, tangible and intangible (and including without limitation insurance proceeds and proceeds of proceeds), thereof. The purchaser shall, as trustee for the Seller, pay such proceeds into a bank account separate from all other bank accounts and other monies and assets of the Purchaser and of third parties. The Purchaser shall store the Goods separate from any other Goods of the Purchaser and of third parties and shall identify the Goods as the property of the Seller. The Purchaser shall not remove any of the Seller's identification marks on the Goods.
- Notwithstanding the retention by the Seller of legal title to the Goods. (i) Risk in the Goods shall pass to the Purchaser on delivery to the Purchaser's delivery address, and the Purchaser shall arrange for the Seller's interest in the same to be noted on all relevant insurance policies, and (ii) The Seller shall be entitled to maintain an action against the Purchaser for the price of the Goods or any part thereof.
- The Purchaser may exercise its right to sell the Goods as the fiduciary agent of the Seller in the usual course of the Purchaser's business but such right (i) may be revoked at any time by the Seller giving notice to that effect if the Purchaser is in default for longer than 7 days in the -payment of any sum of money whatsoever due to the Seller (whether in respect of the Goods or -services supplied at any time by the Seller to the Purchaser or for any reasons whatsoever) or if the Seller has bona fide doubts as to the solvency of the Purchaser and (ii) shall automatically cease if a receiver, manager or administrator is appointed over the assets, undertaking or property of the Purchaser, or a winding-up or administration order against the Purchaser is made or -petitioned, or any petition or order in bankruptcy against the Purchaser is presented or made, or the Purchaser goes into voluntary liquidation (otherwise than for the purposes of reconstruction or amalgamation while solvent) or calls a meeting or makes arrangements or composition with -creditors.
- Upon determination of the Purchaser's right of sale under condition c(i) or c(ii) above, the Purchaser shall place the Goods at the disposal of the Seller (who shall be entitled to enter any premises of the Purchaser for the purpose of removing the Goods and to remove the Goods from the said premises) and/or as the case may be, pay to the Seller the proceeds then held by the Purchaser as trustee for the Seller in accordance with condition 3(a) above.
- The Purchaser grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises owned or leased/ licenced by it where the Goods are or may be stored in order to inspect them, or, where the Purchaser's right to possession has terminated, to recover them.
- On termination of the Contract, howsoever caused, the Seller's rights contained in this clause 3 shall remain in effect.

4. PAYMENT AND SET-OFF

- Unless otherwise agreed by us in writing, sums due on a trade credit account are payable by the last working day of the month following the month in which delivery of the Goods takes place. If any agreed credit limits are exceeded, we may demand immediate payment of all amounts outstanding from you to us on any account. In the absence of a trade credit account, invoices shall be paid in advance and without any deductions.
- Any discounts specified by the Seller shall apply only where payment is received as indicated above. Payment shall not be withheld on account of any claim by the Purchaser against the Seller. The Seller reserves the right to suspend deliveries where payment for any order, related or -otherwise, has not been made by the due date and remains outstanding.

5. DESCRIPTION AND DATA

- Where the Seller is the manufacturer, the Goods will be supplied substantially as described but the right is reserved to make design changes which do not lower their performance, affect their mechanical inter-changeability or increase their price. Where the Seller is not the manufacturer, the Goods will be supplied to the manufacturer's current specification and finish and the Seller shall endeavour to transfer to the Purchaser the benefit of any warranty or guarantee given to the Company.
- The Seller (so far as permitted by law) shall have no liability in contract, tort or otherwise for any damage or injury arising directly or indirectly from any accidental error or omission in any technical data or literature provided with the Goods.

6. QUALITY

- Subject to 7(a), the Seller shall at its discretion refund the price of, or repair or replace free of charge, any of the Goods found to its satisfaction to be defective within 12 months of the date of delivery owing to faulty design, materials or workmanship, provided that the Goods shall not have been modified or repaired other than by the Seller, and provided they have been operated, stored and maintained with the Seller's recommendations for use.
- Goods returned under this clause must be delivered to the Seller's premises at the Purchaser's expense in accordance with clause 14 of these Conditions.
- The Seller's liability under conditions 6 (a) and 7(a) is the sole liability of the Seller as regards the quality, fitness, description or correspondence with sample of the Goods. All other representations, warranties, conditions, terms and statements in such regard, express or implied, statutory or otherwise, are excluded save where not capable of being excluded at law.
- Goods shall not be considered defective for the purposes of these Conditions unless: (i) they are not in accordance with any specification of the Purchaser accepted in writing by the Seller, or (ii) if there is no such

specification or to the extent that such specification is silent as to any aspect of the design, function, performance, tolerances, quality or characteristics of the Goods, the Goods do not conform to the Seller's published information (if any) or otherwise to the standards which the seller considers normal or usual for products of the kind sold at a similar price. The Seller is not in a position to ensure that the Purchaser's specification is correct and/or sufficient for the purposes intended by the Purchaser and the Purchaser is solely responsible therefore.

7. GOODS NOT MANUFACTURED BY THE SELLER

- Goods not manufactured by the Seller are supplied on condition that the Seller's liability in contract, tort or otherwise shall in no circumstances extend beyond liability to the Seller of the manufacturer or supplier of such Goods. In particular, but without limitation, the benefits of the supplier/manufacturer's guarantee or warranty attached to the Goods shall be made available to the Purchaser and Condition 6 (a) shall not apply.
- By ordering Goods the Purchaser agrees to: comply with the terms of any licence granted to the Seller and keep it indemnified against any claim by the relevant Licensor against the Seller as a result of any act or omission on the part of the Purchaser.
- Details of the aforementioned guarantee, warranty and licence (if applicable) are available on request from the Seller.

8. FORCE MAJEURE

The Seller shall have no liability in respect of failure or delay in delivering or in performance of any obligations due to any cause outside the Seller's control including, but not limited to Acts of God, fire, flood, war, civil disturbance, riot, act of Government, currency restriction, industrial disputes, unavailability of materials or failure of supplier, carrier or sub-contractor to deliver on time.

9. PRICE VARIATION

The Seller reserves the right to increase the price of Goods in proportion to any increase of costs to the Seller between the date of acceptance of the order and the date of delivery (including without limitation costs relating to exchange rates, labour, materials, transport and taxes) or where the increase is due to any act or default of the Purchaser, including without limitation the cancellation by the Purchaser of part of any order or non-adherence to agreed call-off or scheduled -delivery arrangements.

10. STORAGE

- When delivery is delayed for reasons attributable to the Purchaser or its agents
- storage and other additional costs will be charged to the Purchaser,
 - the Goods will be at the Purchaser's own risk, from the date of commencement of such delay and
 - the Seller may invoice the price on the original delivery date.

11. INTELLECTUAL PROPERTY RIGHTS

- As between the Purchaser and the Seller, all Intellectual Property Rights and all other rights in the Goods shall be owned by the Seller. The Purchaser shall indemnify the Seller in respect of any loss or damage suffered by the Seller as a result of a breach of the Intellectual Property Rights. On termination of the Contract, this licence shall automatically terminate.
- The sale of Goods and the publication of any information or technical data relating thereto does not imply freedom from patent or other rights in respect of the application of the Goods by the Purchaser, and the Seller accepts no liability for infringement of such rights.
- The Purchaser shall indemnify the Seller and its suppliers against all royalties and other payments in respect of any patents, registered designs or other rights which may be claimed as a result of the Goods being made according to designs or specifications made by the Purchaser. The Purchaser shall indemnify the Seller and its suppliers against all claims, expenses and costs in connection with any infringement or alleged infringement of any patent or registered design or other right in the manufacture, use or sale of such Goods.

12. PURCHASER'S ITEMS

Items supplied by the Purchaser for the contract shall be of suitable quality and shall be provided free of charge in the quantities and at the times and places required by the Seller. Any defect in such items shall not entitle the Purchaser to rescind the contract, reject the Goods, make deductions from the contract price or claim damages in respect of such defect and the Purchaser shall indemnify and keep indemnified the Seller from and against all actions, demands, claims, proceedings, losses or costs arising from the supply of defective items by the Purchaser.

13. LIMITATION OF LIABILITY

- The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of any breach of these conditions, any use made or resale by the Purchaser of any of the Goods, or of any product incorporating any of the Goods and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- Save in the case of personal injury or death caused by the negligence of the Seller and other than as specifically provided in Condition 6 and 7, the Seller shall not be liable for any loss, injury, destruction or damage suffered by the Purchaser whatsoever or howsoever arising out of or in connection with the supply of Goods by the Seller. All warranties and other terms implied by statute or common law are, to the fullest extent possible and permitted by law, excluded from this Contract.
- If for any reason the provisions of 13(b) is of no effect in respect of a claim against the Seller, the Seller's liability in respect of that claim shall in no event exceed the price paid for any Goods supplied by the Seller to the Purchaser in the one week period immediately prior to the claim.
- The Seller accepts no liability for any loss of use, profits or contracts, depletion of goodwill or any other form of direct or indirect consequential loss or any other form of indirect loss or damage.

14. GOODS RETURN POLICY

- To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.
- Prior to returning goods the Purchaser must request and obtain a Returns Materials Authorisation ("RMA") number from the Seller's customer service department within 21 days of delivery.
- The return is authorised once the RMA is issued. The Purchaser should then return the goods at its own cost and risk. It is the Purchaser's responsibility to ensure the goods are packed properly so as to reach the Seller in a safe and satisfactory condition. The Purchaser should take out insurance cover and ensure that the goods are sent by reputable carrier, who can provide traceable delivery status. The Seller does not accept any liability for goods that are damaged in transit or their failure to arrive at their intended destination.
- The assigned RMA document must be included in the parcels being returned, otherwise they cannot be accepted on arrival and will be returned to the Purchaser at their cost.
- Returns must be made within 14 days of RMA being issued. Any returns after this 14-day period may not be accepted by the Seller.
- The Seller reserves the right to charge a 20% restocking charge on any goods being returned.
- Customer specific parts or modified standard equipment cannot be returned under any circumstances.

15. DAMAGE IN TRANSIT AND SHORTAGES

- Any claims for shortages or goods damaged in transit must be made within 7 working days of a delivery. Goods received in a damaged or unsatisfactory condition must be signed for as such and the packaging and contents must be retained for inspection, failure to do so will invalidate any claim.
- Any claims for non-ordered items or non-delivery must be made within 7 working days of receiving the invoice.
- The Seller's total liability for short delivery, loss or damage to the Goods prior to delivery, or non-delivery of the Goods, shall be limited to (in each case at our discretion) repairing or replacing free of charge Goods within a reasonable time, or refunding the Price at the pro rata Contract rate.

16. ORDER CANCELLATION

Cancellations will not be accepted for non-catalogue items. If the Seller agrees to accept cancellation or part cancellation of an order for catalogued items, a charge of 20% of total value will be made.

17. TERMINATION

If the Purchaser commits any breach of the terms and conditions of the contract or suffers distress or execution or becomes insolvent or commits any act of bankruptcy or enters into any arrangement or composition with his creditors or goes or is put into liquidation (other than solely for amalgamation or reconstruction while solvent) or if a receiver or administrator is appointed over any part of the Purchaser's business, the Seller may without prejudice to any rights which may have accrued or which may accrue to it terminate the contract summarily by written notice.

18. ASSIGNMENT

The Seller may assign this Contract by giving notice to the Purchaser.

19. LAW

Any questions relating to any quotation or any contract subject to these conditions or agreed amendment of these conditions shall be determined in all respects by the laws of the Republic of Ireland.