

**ACCOUNT FORM ISSUED BY:** .....(please fax or e-mail back if possible –  
accounts@oheap.co.uk)

**APPLICATION FOR CREDIT**     **DATE:** .....

**Name in Full:** .....

**Trading Address:** .....  
(Address to which you wish to be invoiced, if different from Registered Office)

.....

**Telephone Number:** .....

**Type of Company:**   Plc  Limited  Partnership  Sole Trader  Other

**Address of Registered Office:** .....

**Company Registration No:** ..... **How Long Established:** .....

**Type of Business** .....

**Amount of Monthly Credit Required £** .....

**Bank:**            **Name:** .....  
                         **Address:** .....  
                         **Account No:** .....

**Business References**

**Name:** .....  
**Address:** .....  
**Current value of business per month:** .....  
**How long have you dealt with them:** .....

**Name:** .....  
**Address:** .....  
**Current value of business per month:** .....  
**How long have you dealt with them:** .....

**Credit Terms:-** we hereby agree with O Heap & Sons (Derby) Limited credit terms of payment on or within 30 Days from invoice date, and the general terms and conditions with this application, and available on our website.

**Signed:** ..... **Position:** ..... **Date:** .....

**E Mail address** .....  
(For Accounts, purposes, invoices, statements etc)

**OFFICE USE ONLY**

**Account Opened By:** ..... **Date:** ..... **Account Number:** .....

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL

All orders are accepted and goods will be supplied subject to the terms and conditions set out below. Unless it is otherwise agreed in writing, these terms and conditions of sale shall alone form the contract between the Buyer and the Company to the exclusion of any conditions proposed by the Buyer.

Acceptance of delivery by the Buyer shall be deemed as express acceptance by the Buyer and that these terms only shall apply to the order.

### 2. PRICES

All prices quoted are exclusive of VAT which will be added to the invoice at the standard rate. Prices given by the Company may be subject to variation from time to time without prior notice. This includes the right to change prices to cover the following:-

- (a) Currency fluctuations which increase the cost of the imported product.
- (b) Extra costs incurred due to cancellation, alteration, postponement or re-scheduling.

If after the Order is confirmed by the Company there should be any increase in the cost of materials, labour or other costs (directly or indirectly) the Company shall have the right to increase the Price for the Goods to take account of those increased costs. Provided however that the Buyer shall have the right to cancel the Order in writing within 7 days of notification.

### 3. PAYMENT

Payment for account customers is due by the 30<sup>th</sup> day of the month following invoice date. Please ensure that cheques and postal orders are payable to O Heap & Son (Derby) Limited. If payment is not made on the due date, interest may be charged equal to the Bank of England (or Lloyds) minimum lending rate plus 2% on all overdue amounts. If the Buyer fails to pay for the goods within 30 days of the due date, the Company reserves the right to cancel the order or balance thereof. The Buyer will also be liable for any legal costs incurred securing such monies.

### 4. DELIVERY

All goods are to be available ex-stock subject to goods being unsold at the time of the Buyers order. Any delivery dates given are approximate and although the Company will use its best endeavours to meet any quoted delivery dates, it shall not be liable for any loss, damage, injury or additional expense to the Buyer consequent on any delay in delivery from any case whatsoever.

Charges levied for delivery will be kept to a minimum to cover costs.

If the Buyer fails to accept delivery or make arrangements for collection of the goods within 14 days of notification of their readiness then the goods shall be stored by the Company and the storage charges thereof shall be payable by the Buyer.

### 5. INSURABLE RISK

The risk in the goods shall pass to the Buyer upon delivery to the Buyer or to an independent carrier nominated by him or its agent for collection immediately prior to loading on appropriate transport. If the Buyer fails to accept delivery of the goods when required to do so under these terms, the risk shall pass to the Buyer at the time the Buyer was obliged to accept delivery.

### 6. TITLE OF GOODS

- (i) The title in the goods shall only pass when payment in full has been made. The Buyer shall permit the servants or agents of the Company to enter the Buyers premises and to repossess the goods at any time prior thereto.
- (ii) The Buyer may sell the goods to a third party who has no notice of the Company's title in the ordinary course of a Buyer's business on condition that until such payment has been made to the Company, the Buyer will hold the proceeds of such sales in trust for the Company.

### 7. SHORTAGES

It shall be the responsibility of the Buyer in all cases to examine each delivery of goods immediately on receipt to check for shortages, non-delivery or damage. Shortages must be notified to the Company and the carrier where appropriate, within 3 days of receipt of goods or in cases of non-delivery, as soon as possible, but not later than 14 days after receipt of the invoice.

### 8. RETURNS

No goods may be returned unless faulty and only then if the Company has been advised in writing within 7 days after receipt of the goods as to the reason for the return. Returns after 7 days following receipt will not be accepted unless agreed by the Company in writing.

Unless the goods are returned for repair or replacement under Warranty, transport costs for such return shall be paid by the Buyer.

### 9. CANCELLATION

Orders may only be cancelled by prior agreement in writing unless any sum owed by the Buyer shall have remained unpaid for 30 days after the due date in which case the Company shall be entitled to cancel any uncompleted order. A cancellation fee will be levied for the cost of materials and a reasonable profit margin to be paid by the Buyer. No cancellation of specially purchased items can be accepted.

### 10. WARRANTIES

The Company warrants that the goods comply with the description stated in its current literature subject to standard tolerances in capacity, weight and other specifications. That the goods are free from defects in material, workmanship and are of merchantable quality.

If the Company accepts that it is in breach of any of the foregoing warranties, it shall be liable only to repair or replace the goods at its discretion PROVIDED HOWEVER that notice of the claim shall be given to the Company within 6 months after delivery of the defective item and (in all other cases) within 14 days of receipt of the goods. Under no circumstances whatsoever shall the Company be liable for any consequential loss or damage (including economic loss) however arising whether or not the Company shall have received any notice as to the likelihood of such loss or damage.

In the event of any claim, the Company's liability shall in no circumstances exceed the invoice price of any defective items.

### 11. TRADE MARKS

The name "O Heap & Son (Derby) Ltd and the company symbol of OH&S contained within a diamond is protected by registration as a trade mark. The Buyer covenants with the Company that it shall notify immediately of any possible infringement of the Company's registered trade mark.

### 12. FORCE MAJEURE

The Company shall be relieved of all liability whatever in respect of any delay or non-performance in the fulfilment of its obligations if prevented or impeded as a consequence of (directly or indirectly) war civil commotion insurrection government restrictions or regulations transport difficulties strikes lock-outs accidents shortage of labour materials equipment fuel power machinery breakdown or any other cause whatsoever beyond the reasonable control of the Company whether such cause exists at the date of the Order. At any time after any such event shall occur the Company shall be entitled to suspend or terminate the performance of the Order.

### 13. PROPER LAW

These terms and conditions and any Order to which they are applicable shall in all respects be construed in accordance with and governed by English law.

### 14. SPECIFICATION CHANGES

O Heap & Son (Derby) Ltd's policy is one of continuous improvement and reserves the right to make reasonable changes to product specification from time to time at its discretion.

### 15. HEALTH & SAFETY

To the best of the Company's knowledge and belief all its Goods comply in all respects with the requirements of the Health & Safety at Work Act 1974. However if the competent authority under the Act declares that any of the Goods are unsafe or a risk to health in any respect the Buyer shall notify the Company immediately and the Company shall at its own expense make such modifications to the Goods or supply such additional replacement parts for the Goods as such authority shall consider necessary to ensure that the Goods comply with the requirements of the Act. The Buyer shall ensure that the Goods will be safe and without risk to health when properly used and in particular shall ensure that the Goods are used in accordance with any instruction manual or installation instructions which the Company may supply. The Buyer shall indemnify the Company against all claims by employees and others and all penalties incurred by the Company pursuant to the Act.