



ACCOUNT APPLICATION FORM

CHARTER CONTROLS

Charter Controls is a trading
division of Unipower (UK) Ltd.

6 Hayland Industrial Units
Maunsell Road
Castleham Industrial Estate
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East Sussex TN38 9NN

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PLEASE COMPLETE FORM AND RETURN BY EMAIL

PLEASE NOTE THAT CREDIT TERMS WILL ONLY BE GRANTED IF AN ACCOUNT HAS BEEN SET UP. USE THIS FORM TO APPLY FOR AN ACCOUNT GIVING ONE BANK AND TWO TRADE REFERENCES, THEN EMAIL IT BACK TO US. PRIOR TO YOUR ACCOUNT BEING OPENED WE MAY PROFORMA INVOICE SO AS TO NOT HOLD UP YOUR GOODS BEING DESPATCHED.

COMPANY NAME:			FOR OFFICE USE ONLY ACCOUNT APPROVED BY (INITIALS)
ADDRESS:			
TOWN:			
COUNTY:			
POSTAL CODE:			
COMPANY REGISTRATION NUMBER:			
TELEPHONE NUMBER:		FAX NUMBER:	
WEB SITE:			
ACCOUNTS CONTACT NAME:	ACCOUNTS EMAIL ADDRESS:		
PURCHASER CONTACT NAME:			REQUIRED CREDIT LIMIT:
PURCHASER EMAIL ADDRESS:			

SOLE PROPRIETORS OR PARTNERSHIPS, PLEASE PROVIDE FULL NAMES & HOME ADDRESSES

NAME / ADDRESS:
NAME / ADDRESS:

TRADE REFERENCES (For Credit Accounts)

1.	COMPANY NAME:	2.	COMPANY NAME:
	ADDRESS:		ADDRESS:
	TOWN:		TOWN:
	POSTAL CODE:		POSTAL CODE:
	TELEPHONE NUMBER:		TELEPHONE NUMBER:

BANK REFERENCE	PERMANENT DELIVERY ADDRESS
BANK NAME:	(Please complete if goods to be permanently shipped to a different address)
ADDRESS:	COMPANY NAME:
	ADDRESS:
SORT CODE:	
ACCOUNT NUMBER:	TOWN:
TELEPHONE NUMBER:	POSTAL CODE:

I HEREBY CONFIRM THAT I HAVE READ AND UNDERSTOOD THE CHARTER CONTROLS CONDITIONS OF SALE AS SET OUT OVERLEAF AND IN THE CHARTER CONTROLS CATALOGUE AND PRICE LIST.

I AGREE TO ABIDE BY THE AFOREMENTIONED TERMS UNLESS AGREED OTHERWISE AND CONFIRMED IN WRITING.

SIGNATURE:	PRINTED:	DATE:
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Business terms and conditions of sale. (cancelling all previous issues)

1. DEFINITIONS

In these conditions the following expressions shall have the following meanings

- 1.1 "the Company" shall mean Unipower (UK) Limited trading as Charter Controls of 6 Haylands Industrial Units, Maunsell Road St Leonard's on Sea TN38 9NN U.K and where the context so permits any sub-contractor of the Company.
- 1.2 "Goods" shall mean the products which the Buyer agrees to buy from the Company
- 1.3 "the Buyer" shall mean the person, firm or company with whom any contract to sell Goods is made by the Company either directly or indirectly through an agent or factor who is acting for or instructed by such firm or company, or whose actions are subsequent to the contract ratified by the actual Buyer.
- 1.4 "the Delivery Date" means the ex factory date or dates specified by the Company based on which the Company anticipates it will be able to deliver the Goods to the Buyer.

2. CONDITIONS APPLICABLE

- 2.1 These conditions shall apply to all contracts for the sale of Goods by the Company to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions and shall be deemed conclusive evidence of the Buyer's acceptance of these conditions. The Company shall deliver to the Buyer a formal Acceptance of Order by either email or fax in respect of each order which the Company agrees to accept. Any order which is not the subject of an Acceptance of Order will be deemed to be refused.
- 2.3 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall only be incorporated into the contract for the sale of Goods when agreed in writing by the Company.
- 2.4 Where an order is placed for delivery outside the EU it is the Buyer's responsibility to pay any import duties that may be applicable.

3. PRICES

- 3.1 The price payable for Goods shall unless otherwise stated by the Company in writing and agreed on its behalf be the price stipulated in the Company's published price list current at the date of delivery of the Goods to the Buyer and shall be C.I.P. in the case of delivery of the Goods to addresses in the UK and Ireland and ex-factory in all other cases unless otherwise set out in the Acceptance of Order.
- 3.2 All prices are exclusive of Value Added Tax which will be charged at the appropriate rate for the time being. All orders for delivery out of the UK will be subject to VAT unless the Buyer quotes its full registration details when placing the order.
- 3.3 The Company reserves the right to change the prices quoted in its sales literature at any time and without notice. Should the Company make an offer the Company will indemnify to indicate the date on which the offer lapses. This is the date by which the Company must receive a firm order. The Company tries to ensure that all prices given in its sales literature is correct. However, mistakes can occur. If the Company has quoted an incorrect price and if the correct price is lower than that quoted the Company will automatically assume that the Buyer wishes to continue with the order. However, if the correct price is higher than that originally quoted, the Company will contact the Buyer to see if the Buyer still wants to proceed with the order.
- 3.4 Where payment is made by credit card/debit card the Buyer warrants that it is authorised to use the credit card in question. All credit/debit card users are subject to validation checks and authorisation by the card issuer. If the issuer of the card issued by the Buyer refuses to authorise payment the Company will not accept the Buyer's order and the Company will not be liable for any delay or non-delivery. Furthermore, the Company is not obliged to inform the Buyer of the reason for the refusal.
- 3.5 The Company reserves the right to dispatch all orders in a number of consignments.

4. ADDITIONAL COSTS

The Buyer agrees to pay for any loss or extra costs incurred by the Company through the Buyer's instructions or lack of instructions, or through failure or delay in collection or taking delivery, or through any act or default on the part of the Buyer, its servants, agents or employees.

5. TERMS OF PAYMENT

- 5.1 The Buyer shall pay for the Goods within 30 days of invoice. Interest on overdue invoices shall accrue from the date when payment becomes due to the date of actual payment at a rate of two (2) per cent per month.
- 5.2 The Company reserves the right to suspend deliveries where the Buyer's account is overdue.
- 5.3 Should the Buyer go into any form of insolvency, payment for all Goods, whether credit terms have been previously agreed or not, will become due and payable with immediate effect.

6. COLLECTION AND DELIVERY

- 6.1 Delivery of the Goods shall be made to the Buyer's address as close as can reasonably be arranged to the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 All times or dates given for collection or delivery of the Goods are given in good faith but without any responsibility on the part of the Company. Time for collection or of delivery shall not be of the essence of any contract nor shall the Company be under any liability for delay whether or not beyond the Company's reasonable control.

7. ACCEPTANCE OF THE GOODS

- 7.1 The Buyer shall inspect the Goods on delivery and shall within three (3) days of delivery notify the Company of any alleged defect, shortage or other shortcoming in the Goods and any Goods not the subject of such notification shall be deemed to have been delivered in accordance with the contract.
- 7.2 If the Buyer properly rejects any of the Goods which are not in accordance with the contract the Buyer shall nonetheless pay the full price of such Goods unless the Buyer promptly and at the Buyer's cost returns such Goods to the Company.
- 7.3 All returns must be in respect of undamaged Goods packed securely in the original packing with no alteration whatsoever. In the event of a lawful return of Goods a credit note will be issued. A full explanation for the reason for the return should accompany the Goods.

8. CONDITIONS AND WARRANTIES

- 8.1 Every description or specification of the Goods is given in good faith based on information received from the manufacturer of the Goods.
- 8.2 In the case of Goods not of the company's manufacture, the Company will pass onto the Buyer any benefits obtainable under any warranty given by the Company's supplier, provided that the Goods have been accepted and paid for.
- 8.3 The Company warrants that the Goods will at the time of delivery correspond to the description given by the Company. All other warranties, conditions and terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded.

9. REPRESENTATIONS

No statement description information warranty condition or recommendation contained in any catalogue price list advertisement or communication made verbally by any of the agents or employees of the Company shall be construed to enlarge vary or override in any way any of these conditions.

10. RESERVATION OF TITLE FOR DELIVERY

- 10.1 In the case of sales to a UK address no property in the Goods shall pass until full payment for all Goods supplied by the Company to the Buyer has been received by the Company. Pending such receipt the Buyer shall hold the Goods in trust for the Company in a manner which enables the Goods to be identified as the Goods of the Company and the Buyer shall immediately return the Goods to the Company on demand. The Buyer HEREBY IRREVOCABLY authorises the Company and its representatives to enter upon the Buyer's premises where the Goods are stored, or are thought by the Company to be stored, for the purposes of repossessing them and subsequently reselling them.
- 10.2 Risk shall pass to the Buyer on delivery.

11. TRADEMARKS, COPYRIGHT & INTELLECTUAL PROPERTY

The Charter Controls and Unipower Trademarks remain the exclusive property of Unipower (UK) Limited and its affiliates and as such are protected by international and UK Copyright and other Intellectual Property laws. Goods manufactured by the Company and those which the Company distributes are protected by Copyright and other Patent and Design laws. The Buyer is expressly prohibited from any copying of the Goods.

12. FORCE MAJEURE

The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including but not limited to strikes lock-outs accidents war fire reduction in or unavailability of power at manufacturing plant breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply

13. JURISDICTION

The purchase of the Goods by the Buyer and all matters rights and liabilities relating thereto shall in all respects be governed by the laws of and subject to the exclusive jurisdiction of the Courts of England and Wales



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