

# New Customer Form

## Company Details

Trading Name		
Parent Company		
Registered Address	Postcode	
Invoice Address (if different)	Postcode	
Invoice Email		
Company Registration Number		
VAT Number		
Year of corporation		

## Sales Department Contact

Name	
Email	
Telephone	

## Finance Department Contact

Name	
Email	
Telephone	

## Finance Director

Name	
Email	

## Bank Details

Bank Name		
Bank Address	Postcode	
Sort Code		
Account Number		

Please provide bank details on company headed paper

Credit account applied for (if yes please continue to next section)	Yes	No
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## Credit Application

Credit limit required	
Credit terms required	

All orders will be on a proforma basis unless confirmed otherwise

## Trading Reference (two required)

Trading Name		Trading Name	
Finance contact		Finance contact	
Address		Address	
Email		Email	
Telephone		Telephone	

I confirm that the above details are correct and I/We undertake to adhere strictly to the terms and conditions of sale which I/We have read (please sign terms and conditions of sale and return with this form and company letterhead to the address above).

Name		Name	
Position		Position	
Signed on behalf of company		Signed on behalf of company	

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## Sales use only

Sales person	
Customer type	
Type	
Sector	

## Finance use only

Credit check	
Credit score	
Approved by	
Signed	

## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS in these conditions:

- Y 'The Seller' means UHS GROUP LTD
- Y 'Goods' means any item which is to be sold by the seller
- Y 'The Buyer' means any person, company or organization which buys or has agreed to buy anygoods

1. No representative, agent or salesman has any authority to waive or vary any of these conditions on behalf of the Seller and any suggested qualification in these conditions shall be deemed to be excluded unless actually written into this form and signed by a Director or the Secretary on behalf of the seller

### 2. Acceptance Of Order

- 2.1. These conditions shall form part of every contract of sale of goods entered into by the Seller and no alteration shall be effective unless in writing, signed by an authorised officer of the Seller and referring to these conditions
- 2.2. The placing of an order by the Buyer, whether or not based upon quotation, shall not be binding on the Seller, unless accepted by it in writing.
- 2.3. No representations or undertakings made or given on the Seller's behalf prior to contract shall be binding on the Seller, unless incorporated expressly in writing in the contract
- 2.4. Goods offered by the Buyer which are out of stock will be placed on backorder unless the Buyer shall specify Ex-stock or Cancel in its order
- 2.5. The Seller shall have no obligation to accept the return of goods which shall be surplus to the Buyer's requirements or ordered in error. Any decision by the Seller to accept the return of goods for credit shall not affect the Buyer's obligation to pay the price thereof on the due date for payment and such credit shall not exceed 90% of the price of the goods and shall be conditional upon the goods and packaging being returned without any damage or marking within 30 days of the Seller's invoice
- 2.6. If the Buyer shall require any change in the terms or arrangements for the performance of the contract it shall inform the Seller promptly and shall not implement any change without its consent.
- 2.7. The Seller shall be under no obligation to acknowledge receipt of an order from the Buyer. No binding contract is created until an order is accepted by the Seller

### 3. SPECIFICATION

- 3.1. All specification, drawings and data contained in the Seller's catalogues or otherwise supplied by the Seller are approximate only unless otherwise stated in writing
- 3.2. The Seller reserves the right without prior notice to effect modifications and design changes and to discontinue manufacture of any goods as part of a continuous programme product development.

### 4. SELECTION

- 4.1. The Buyer shall be responsible for determining whether the goods ordered are suitable and sufficient for this purpose
- 4.2. The Seller shall have no liability for the failure of the goods to perform in accordance with specification when such failure shall be caused by their operation in conditions which shall be unsuitable unless the Buyer shall have stated in its order that such conditions would apply and the Seller have accepted such stipulation in writing.

## 5. PRICES

- 5.1. Prices quoted by the Seller are based upon its prices ruling at the date of quotation and the Seller reserves the right to adjust its prices at the time of acceptance of order to reflect any increase in the cost of supplying the goods or the publication of a new price list occurring after quotation.
- 5.2. Unless otherwise stated in writing prices quoted by the Seller are exclusive of the cost of packaging and delivery and VAT
- 5.3. The Buyer shall not be entitled to make any deduction from the price by way of setoff or counter-claim

## 6. PAYMENT

- 6.1. Payment shall be made before delivery, unless agreed credit terms
- 6.2. Monthly Credit Account terms are full payment by last working day of the month following invoice date
- 6.3. Payment made by the means of a cheque, bill or documentary credit shall be deemed to be effected when honoured and all costs of discounting and encashing shall be borne by the Buyer
- 6.4. Time for payment shall be of the essence of the contract
- 6.5. In the event of delay in payment the Seller shall be entitled to charge interest at 4% per annum above Lloyds Bank plc base rate, without prejudice to its other rights
- 6.6. During any such period of default and at any time when the Seller shall have reasonable grounds for doubting that any payment by the Buyer will be made on the due date, the Seller shall be entitled to suspend work and withhold deliveries, without prejudice to its right to payment for goods delivered and work done and expenses incurred in connection with undelivered goods which shall become immediately due and payable
- 6.7. If such default or other circumstances shall continue for a period of 14 days, the Seller shall be entitled to terminate the contract by written notice to the Buyer, without prejudice to its other rights
- 6.8. The granting by the Seller to the Buyer of time or other indulgence shall not prejudice or constitute a waiver of the Seller's rights under paragraphs 6.5. and 6.6
- 6.9. The Seller shall have a general lien over any goods of the Buyer in its possession for all money due to it from the Buyer. If any lien is not satisfied within 14 days of such money becoming due, the Seller may sell the goods as agent for the Buyer and apply the proceeds, after deducting the expenses of sale, towards the monies due and the balance (if any) shall be paid to the Buyer.

## 7. DELIVERY TIMES

- 7.1. The time for delivery shall be calculated from the date of acceptance of order by the Seller or from the date of its receipt of all information required to fulfil the order, if later
- 7.2. The time for delivery shall not be of the essence of the contract.
- 7.3. The Seller shall be entitled to make partial deliveries and these conditions shall apply to each delivery
- 7.4. The Seller shall endeavour to meet the Buyer's delivery requirements but shall not be liable for any loss or damage caused by delay in delivery and the Buyer shall not be entitled to cancel the contract because of such delay
- 7.5. Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract as regards to other deliveries

## 8. DELIVERY

- 8.1. Unless otherwise agreed, delivery shall be affected at the premises of the Buyer or other place specified in the contract for delivery and the method of carriage and choice of carrier shall be determined by the Seller

- 8.2. The Buyer shall be responsible for paying the Seller's carriage charges unless it shall make its own arrangements with the agreement of the Seller prior to the Seller arranging carriage. If the goods shall be collected by the Buyer or by a carrier pursuant to arrangement made by the Buyer, delivery shall be deemed to take place on collection.
- 8.3. If delivery should be delayed at the request of the Buyer, the Seller may place the goods in store at the Buyer's risk and the Buyer shall pay such storage costs and other costs incurred by the Seller as a result of such delay

## 9. TITLE AND RISK

- 9.1. Title to the goods shall remain in the Seller until payment in full is made by the Buyer.
- 9.2. The provisions of paragraph 9.1. shall not prevent the Buyer from fixing the goods to any other product or selling the goods in the normal course of business but in the event of sale to the extent of the Buyer's indebtedness to the Seller in respect of the goods, the Buyer shall hold the proceeds of sale or the right to receive the same on trust for the Seller and shall, at its request, either (i) place the proceeds of sale in a separate account of the Buyer in such a way as to be identifiable as in the beneficial ownership of the Seller, or (ii) assign the right to receive the proceeds of sale to the Seller
- 9.3. If the Buyer shall default in payment for any goods and any time when the Seller shall have reasonable grounds for doubting that payment for the goods will be made on due date, the Seller, without prejudice to its other rights, may enter upon any land or premises where the goods may be, to detach them if fixed, and to recover possession of them.
- 9.4. The risk in the goods shall pass to the Buyer on delivery or placing in store, in accordance with paragraph 8.3

## 10. DAMAGE IN TRANSIT

- 10.1. The Seller shall have no liability in respect of goods lost or damaged in transit unless the Buyer or its agent notes such loss or damage on the delivery receipt and gives notice thereof in writing to the Seller and the carrier within 7 days of delivery or such shorter period as may be required by the carrier's conditions of carriage or, in the case of the whole consignment failing to arrive, gives notice thereof in writing to the Seller within 7 days of receipt of the Seller's invoice or dispatch note or the estimated date of delivery, if later.
- 10.2. The Seller's liability in respect of goods lost or damaged in transit shall be limited to repairing or replacing such goods.

## 11. LIABILITY

- 11.1. The Buyer must inform the Seller in writing within 12 days of receiving the goods if the goods are alleged to be defective
- 11.2. The Seller's liability shall be limited to repairing or replacing the goods if they have proved defective solely as a result of the faulty materials or workmanship of the Seller but no such liability shall arise unless written notification of any alleged defect is received by the Seller within 12 days of the Buyer receiving the goods.
- 11.3. Subject to any statutory provision to the contrary, the liability of the Seller under this Clause shall be in lieu of and to the exclusion of any other condition, warranty or other term, whether express or implied by law, as to the quality of the goods or their fitness for any particular purpose or otherwise and, subject as aforesaid, the Seller shall have no liability, whether arising in contract, tort or otherwise, in respect of any defect in the goods of any injury, damage or loss resulting from such defect.

## 12. INDEMNITY

- 12.1. Subject to any statutory provision to the contrary, the Seller shall have no liability for any loss or damage suffered by any third party caused directly or indirectly by the goods, whether as the result of their operation or use otherwise and whether as the result of any defect therein or otherwise and the Buyer shall indemnify the Seller from any claim arising from any such loss or damage

**13. FORCE MAJEURE**

13.1. The Seller shall not be liable for any loss or damage sustained by the Buyer by reason of any act of God, war, riot, strike, lock-out, governmental control or regulation, abnormal weather conditions, accident, breakdown or any other circumstances beyond the Seller's control and in such event, insofar as the contract shall not have been performed, the Seller may either terminate the contract and return any advance payment received or delay delivery for such period as may be necessary.

**14. CONFIDENTIALITY**

14.1. All drawings and other documents supplied by one party to the other shall remain the copyright and property of the party supplying the same and may not be copied or reproduced without its consent and such documents shall be returned in the event of the contract not being made or completed.

14.2. Any trade secret or confidential information supplied by either party to the other shall be kept confidential information and shall not be disclosed to any third party without the consent of the party supplying the same

**15. INFRINGEMENT**

15.1. The Buyer shall notify the Seller immediately of any circumstances coming to its attention which may be likely to give rise to any claim that goods infringe the rights of any third party and shall permit the Seller to conduct any action or negotiations in respect thereof in the name of the Buyer but at the Seller's expense

15.2. In the event of any such claim being successful, the Seller shall indemnify the Buyer against any liability it may sustain to such third party, but shall have no other liability to the Buyer in respect thereof

**16. NOTICES**

16.1. Any notice to be given by either party to the other shall be properly given if sent by telephone, fax or post to the party to be served at its head office or last known address and shall be deemed to have been served, in the case of postal delivery, where the normal course of post it would have been delivered

**17. LAW**

17.1. The contract shall be governed by English law and the English courts shall have jurisdiction to determine any dispute between the parties in relation thereto

*I confirm that I/We have read and agree to the terms and conditions of sale and return above.*

Name [ \_\_\_\_\_ ] Signed [ \_\_\_\_\_ ]

Position [ \_\_\_\_\_ ] Date [ \_\_\_\_\_ ]

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