



NITON EQUIPMENT LIMITED

PO BOX 999 CRAWLEY, WEST SUSSEX, RH10 7FJ
Telephone: 01293 549858 Fax: 01293 538062 Emai: sales@niton999.co.uk
www.niton999.co.uk



APPLICATION FOR CREDIT ACCOUNT

You are invited to complete this Form IN FULL and send It to the above address. Until this form is received and processed, transactions will be treated on a Cash with Order basis. Please note that the LEFT column applies to a Limited Company, whereas the RIGHT column is for a Partnership or Sole Trader.

LIMITED COMPANY	PARTNERSHIP AND SOLE TRADER
Company Name:	Name:
Registered Number:	Address:
Registered Office (Address):
.....	Postcode:
.....	Telephone No:
Postcode:	Bankers:
Trading Address (if different):	Account No: Sort Code:
.....	Details of Partners or Persons Involved:
Postcode:	1. Name:
Trading Telephone No:	Address:
Bankers:
Account No: Sort Code:	Postcode: Telephone No:
Company Secretary:	2. Name:
Directors (all):	Address:
If applicant is a subsidiary of another Company, please give Name, Address and Telephone No. of Holding Company:
.....	Postcode: Telephone No:
.....	

RECORD ANY ADDITIONAL INFORMATION OVERLEAF

REMAINDER OF FORM APPLIES TO ALL APPLICANTS PLEASE GIVE TWO CURRENT TRADING REFERENCES.

1.	2.
.....
.....
.....
.....
Telephone No:	Telephone No:

In applying for credit facilities we agree to the terms offered by the company and in accordance with the Terms and Conditions as stated on the rear of this document. We believe the information given above to be correct.

Signed:	Name in Block Capitals:
Position / Authority	Date



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TERMS & CONDITIONS

Conditions of Sale of NITON EQUIPMENT

1. DELIVERY

Any time or date for delivery named by NITON EQUIPMENT is an estimate only, and NITON EQUIPMENT shall not be liable for the consequences of any delay.

2. DEFECTS

Goods represented by the buyer to be defective shall not form the subject of any claim for work done by the buyer or for any loss, damage or expense whatsoever arising directly or indirectly from such defects, but such goods, if returned to NITON EQUIPMENT and accepted by them to be defective, will at the request of the buyer and if practicable be replaced as originally ordered, or if not, credited in full. Defects in quality or dimensions in any delivery shall not be ground for cancellation of the remainder of the order or contract.

3. TITLE

The goods shall remain the property of NITON EQUIPMENT until the full purchase price has been paid to NITON EQUIPMENT.

4. PATENTS

The buyer shall indemnify NITON EQUIPMENT against all damages, penalties, costs and expenses to which NITON EQUIPMENT may become liable if any work done in accordance with the buyers specification involves an infringement of a registered design or patent.

5. DETERMINATION OF CONTRACT

If the buyer shall make default in or commit a breach of contract or of any other of his obligations to NITON EQUIPMENT, or if any distress or execution shall be levied upon the buyer's property or assets, or if the buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the buyer is a limited Company and in any resolution or petition to wind up such Company's business (other than for the purpose of amalgamation or reconstruction) shall be presented, or if a receiver of such Company's undertaking, property or assets or any part thereof shall be appointed, NITON EQUIPMENT shall have the right forthwith to determine any Contract then subsisting and upon written notice of such determination being posted to the buyers last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right NITON EQUIPMENT may otherwise make or exercise.

6. CLAIM FOR DAMAGE

No claim for damage in transit, shortage of delivery, or loss of goods will be entertained unless separate notices in writing are given to NITON EQUIPMENT and the carrier concerned within three days in the case of damage in transit, or shortage of delivery, or fourteen days in the case of loss of goods.

7. CANCELLATION

Should any order be cancelled NITON EQUIPMENT reserves the right to charge for any special processes or materials which have been made or purchased prior to receipt in writing of cancellation details in addition to its other rights in this matter.

8. GENERAL

Orders are accepted on the basis that they constitute unqualified authority to manufacture and deliver the whole quantity unless otherwise stated at the time of acceptance. Where a period is named for delivery, and such period is not extended by mutual consent in writing the buyer shall take delivery within that period, and scheduling of an order shall permit us to complete delivery within twelve months unless otherwise specifically agreed. Special Conditions printed on customers order forms are accepted only in so far as they are not in variance with our terms and conditions.

9. CARRIAGE

Unless otherwise agreed in writing all orders will be subject to carriage charges to the agreed place of delivery by a reasonable method of transportation selected by NITON EQUIPMENT at our discretion. Any special instructions relating to the delivery of goods requested by the buyer will be charged extra to the buyer if available. No allowance for carriage charges will be made by NITON EQUIPMENT for goods collected from NITON EQUIPMENT's works by the buyer.

10. EXCLUSION OF WARRANTIES

Whilst every care is taken to provide goods as described on our order acknowledgement, the Buyer is responsible for satisfying himself as to the suitability of the goods for his purpose, and his acceptance to our acknowledgement is conclusive evidence that he is so satisfied. NITON EQUIPMENT offers a lifetime "Original Owner" Guarantee to private purchasers (Professional users are specifically excluded) of specific goods whereby a Guarantee is offered by way of a Registration Label. This Label must be registered with NITON EQUIPMENT in order to validate the guarantee. This guarantee applies to bags and equipment and does not apply to articles of clothing.

11. SAMPLES

Notwithstanding that a sample of the goods be exhibited and inspected by the Buyer, such sample is so exhibited and inspected solely to enable the Buyer to judge for himself the quality of the bulk, and not so as to constitute a sale by sample. The Buyer shall take the goods at his own risk as to their corresponding with the said sample and subject to normal variation between bulk and sample accepted by the trade.

12. PAYMENT

Unless otherwise agreed in writing, accounts are due for payment within 30 days from the day that the goods are dispatched to the Buyer. Failure by the Buyer to make punctual payment shall entitle NITON EQUIPMENT to suspend any outstanding deliveries or to treat the contract as repudiated by the Buyer at our option and without prejudice to our rights to damages. Accounts not paid by the due date will be subject to a charge interest at 4% above the Lloyds Bank base rate, on accounts which necessitate legal action.

13. LAW APPLICABLE & ARBITRATION

These conditions and Contract shall be subject to and constructed in accordance with English law. Any dispute under the Contract shall be referred to an arbitrator or arbitrators to be appointed by the parties, or in default of agreement, by the President of the Law Society for the time being, and his or their decision shall be binding on both parties and this shall be a submission to arbitration within the Arbitration Act 1950, or any statutory modification thereof for the time being in force.