

Account Code (Office Use Only)

Company Name (in full)
Company Registration Number
Nature of Business

Invoice Address	
Postcode	
Telephone	Fax
Delivery Address (if different from Invoice Address)	
Postcode	
Telephone	Fax

For customers with multiple delivery addresses, please attach additional sheets to this document, including postal address, postcode, phone number & any other details that might help us deliver to you efficiently

Buyers Name	Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/>
Email	
Telephone	
Accounts Name	Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/>
Title	
Email	
Telephone	

(Office Use Only)	
Account Details	Terms
Rep Code	Deal1
Area (00)	Deal2
Route&Drop (00/00)	Deal3
Invoice Type	Deal4
Credit Limit	Deal5
Date Opened	Deal6
Discount Category	Deal7

Partner/Principal Name & Title (Only complete if Sole Trader or Partnership)	

Promotional Activity	
From time to time the Jespers Office send out promotional material. Please select the method(s) you DO NOT wish to use.	
By Email <input type="checkbox"/>	By Fax <input type="checkbox"/>

Agree Terms
I am authorised to apply for credit terms on behalf of the applicant company and by faxing this application form, confirm that I have read & accept the 'Conditions of Sale' and that I have also noted your payment terms.
To confirm that you agree with our 'Conditions of Sale' please tick this box;
<input type="checkbox"/>

Completed by
Position
Signature
Date

We perform credit checks for non-limited companies using the services of CPA (The Credit Protection Association). Submission of this form grants us permission to pursue such checks on your business.

FAX APPLICATION FORM BACK TO:

01423 877946

CONDITIONS OF SALE

(A) Every offer quotation acceptance and contract for the sale or supply of goods by the Company is subject to these terms to the exclusion of any terms proposed or referred to by Buyer. All orders hereafter made by Buyer shall be deemed to be made subject to these terms.

(B) A contract ("the Contract") for the sale of Seller's goods ("the Goods") shall be concluded on delivery by Seller to Buyer in accordance with these conditions.

(C) Buyer acknowledges that there are no representations outside these terms which have induced it to enter into the contract (which expression shall include any contract of which these terms form part).

(D) No modification of these terms shall be effective unless made by an express written agreement between the parties. The signing by Seller of any of Buyer's documentation shall not constitute a modification shall not constitute a modification of these terms.

THE GOODS

(A) All descriptions and illustrations contained in Seller's catalogues, price lists and advertisements, or otherwise communicated to Buyer are intended to present a general idea of the Goods described therein and shall not form any part of this contract.

(B) If a sample of the Goods has been exhibited to and inspected by Buyer it is hereby agreed that such sample was so exhibited and inspected solely to enable Buyer to judge for itself the quality of the bulk and not so as to constitute a sale by sample Buyer shall take the Goods at its own risk as to their corresponding with the said sample or as to their quality condition or sufficiency for any purpose.

THE PRICE

Seller reserves the right to increase the price of the Goods before delivery to that ruling at the date of despatch.

CANCELLATION

(A) Buyer may cancel any order by delivering a notice of cancellation to Seller before the Goods are dispatched. Buyer must ensure that the notice of cancellation is received by Seller at those business premises of Seller to which the original order was sent. Such notice shall only be valid for the purposes of this sub-clause (a) if it refers to the original order number, the date of that order and the quantity and description of goods which were thereby ordered.

(B) Where such a notice is received by Seller after the date of the despatch of the Goods the notice shall not have effect to cancel the order unless Seller agrees in writing that the order shall be cancelled. Such written agreement by Seller shall be conditional on the Goods being returned to Seller in exactly the same state (including nature of packaging) as they were on despatch from Seller's premises and on Buyer's indemnifying Seller against all reasonable costs of whatever nature (including administration and transportation costs but excluding any loss of profit) in relation to that order.

PAYMENT

(A) Buyer will be invoiced by Seller in respect of the Goods, and the sums shown on an invoice will be due by the end of the calendar month following the month of despatch 'the due date' unless otherwise agreed in writing.

(B) Where the Goods are to be supplied or payment therefore is to be made by instalments, the failure of Buyer to pay any instalment in due time shall entitle the Seller to treat such failure as a repudiation of the whole contract by Buyer and to recover damages for such breach of contract.

(C) If payment is not made by the due date specified in 5(A) above, the Seller shall have the right to charge interest at the rate of 2% per month from the due date for payment to the date of final settlement as well after as before any judgement.

DELIVERY

(A) Any delivery dates given are estimates only and the time of delivery shall not be of the essence of the contract. In no circumstances shall Seller be liable to compensate Buyer in damages or otherwise non-delivery or late delivery of the Goods of any of them for whatever reason or for any loss, consequential or otherwise arising therefrom.

(B) In the case of non-delivery of the Goods, Buyer shall inform Seller by written notice in accordance with 4(A) within fourteen days of the date of the invoice.

(C) If Seller is unable to deliver due to acts or omissions of third parties or by reason of industrial dispute, the time for delivery shall be extended until the operation of the cause preventing or hindering delivery has ceased.

(D) Should Seller be prevented from delivering part of the Goods for reasons covered by the preceding sub-clause, Seller shall deliver and Buyer shall take and pay for such part of the Goods as Seller shall be able to deliver in accordance with the contract.

(E) Seller shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed.

(F) If delivery of any item comprised in the Goods has not been made within 12 months of the estimated delivery date, Buyer shall be entitled to cancel its order in respect of that item, but Seller shall not in no circumstances be liable to compensate Buyer in damages or otherwise for late delivery or non-delivery of the Goods or any of them for whatever reason or for any loss consequential or otherwise arising therefrom.

(G) Seller shall not be liable for any loss of any kind to Buyer arising from any damage to the Goods however caused arising after the risk has passed to Buyer nor shall any liability of Buyer to Seller be diminished or extinguished by reason of such loss.

(H) Seller may at its option cancel or suspend (or suspend and later cancel) all further deliveries under the contract if Buyer fails to make any payment due hereunder or under any other contract between Seller and Buyer, or if Buyer, being an individual, shall die or become bankrupt, or being a company shall enter into liquidation or have a receiver appointed of its undertaking property or assets or any part thereof, or shall enter or offer to enter into any agreement or compulsion with his or its creditors, or if events similar to the foregoing shall occur under the laws of any jurisdiction in which Buyer is incorporated, resident or carries on business.

PASSING OF RISK AND PROPERTY

(A) Risk of loss or damage to the Goods shall pass to the Buyer at the time when goods are delivered to the Buyer's premises.

(B) The property in any Goods sold by the Seller shall not pass to the Buyer until such time as the Seller is in actual receipt of the full amount of the price thereof.

(C) The whole price shall only be treated as paid when any cheque, bill of exchange or instrument of payment given by the Buyer has been met on presentation, or otherwise honoured in accordance with its terms. The Seller may sue for the whole of the price at any time after it has become due.

(D) If the Buyer defaults in the punctual payment of any sum owing to the Seller then the Seller shall be entitled to immediate re-delivery of the goods under this or any other unpaid contract and shall also be entitled to such immediate re-delivery in the event that:

(i) A Receiver is appointed over any part of the assets of or any part of the undertaking of the Buyer.

(ii) The Buyer goes into Voluntary Liquidation or if it convenes any meeting of members or creditors or sends any notices relating to any proposed Voluntary Liquidation.

(iii) A Winding-Up Order is made against the Buyer or if a notice under creditors petition is served upon the Buyer

(iv) The Buyer specifically agrees with and authorises the Seller to enter upon any premises of the Buyer in order that the Seller may recover any of the goods which are located upon such premises.

INSPECTION OF GOODS

(A) Buyer shall inspect the Goods immediately on delivery and shall, within three days from delivery, give notice to Seller of any reason whereof Buyer may allege that the Goods are defective in material or workmanship, or that the goods delivered are not as stated on the delivery note. If Buyer shall fail to give such notice, Buyer shall be deemed to have accepted the Goods. If Buyer establishes to Seller's reasonable satisfaction that the Goods are so defective, Buyer's sole remedy in respect of such non-acceptance or defects shall be limited as Seller may elect to the replacement of the Goods or refund of the purchase price against return of the Goods.

(B) These terms set out Seller's entire liability in respect of the Goods, and Seller's liability under these terms shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities, express or implied, statutory or otherwise in respect of the quality or fitness for any particular purpose of the Goods or otherwise (notwithstanding all liability in respect of which howsoever arising is expressly excluded) except any implied by law or statute and which by law or statute cannot be excluded. Save as provided in these terms Seller shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in the Goods or failure to correspond to specification or sample for any injury, damage or loss resulting from such defects or from any work done in connection therewith.

INDEMNITY

Buyer shall indemnify Seller in respect of all damage, injury or loss occurring to any person or property and against all actions, claims, charges or expenses in connection therewith arising from the condition or use of the Goods in the event and to the extent that the damage, injury or loss shall have been occasioned partly or wholly by the carelessness of Buyer or his servants or agents, or by any breach by Buyer of its obligations to Seller.

PROPER LAW

The contract shall be governed by and interpreted in accordance with English Law, and Buyer submits to the jurisdiction of the High Court of Justice in England, but Seller may enforce the contract in any court of competent jurisdiction.

ASSIGNMENT

The Buyer shall not assign any benefit under the contract without Seller's written consent which may, if given, be on such terms as Seller thinks fit.

NOTICES

Any notice given under or pursuant to the contract may be sent by any means resulting in the receipt of a written communication in permanent form and, if so sent to the address of a party shown on the delivery note, or such other address as a party may have given for this purpose, shall be deemed received on the day when the ordinary course of the means of despatch it would first be received by the addressee in normal business hours.