

Gemini II II Adhesives

Gemini Adhesives Limited, New Building, Top Road, Osgathorpe, Loughborough, Leicestershire, LE12 9TB
Tel. 01530 224712 Fax. 01530 223514 Email. accounts@geminiadhesives.co.uk

1. Full Trading Name.....
2. PLC/Limited Company/Partnership/Sole Trader (Delete if not applicable)
3. Limited Companies/PLC - Registered Office Address
.....
Postcode.....
Tel..... Fax.....
E-mail address.....
4. Registered No..... 5. Date Established.....
6. Parent Company.....
7. None Limited Companies - State Full Name(s) & address(es) of proprietor(s) & previous address if moved in the last 3 years.
.....
Postcode..... Date of Birth.....
.....
Postcode..... Date of Birth.....
8. Invoicing Address (if different from above).....
.....
Tel..... Postcode.....
Fax.....
9. Estimated net value of credit required.....
10. Name & Address of Bankers.....
.....
Account No..... Sort Code.....
11. Name in which Bank Account held (if different from above).....
12. I/We hereby apply for a credit account to be opened in my/our name and fully acknowledge and accept your monthly trading terms and your conditions of sale. I/We authorise Gemini Adhesives Limited to carry out any necessary checks and hold the results on file.

Signed..... Date.....

Print Name & position in company.....

1. DEFINITIONS

The following words shall mean:

Buyer: the Company wanting to buy or having agreed to buy the goods from the seller.

Conditions: the terms and conditions set out in this document

Contract: any contract between the Buyer and the Seller for the sale and purchase of the Goods.

Delivery Point: the place at which the Buyer collects the Goods

Goods: the goods that the Buyer agrees to purchase from the Seller

Price: the price for the goods excluding carriage, packing, insurance and VAT, shall be the price set out in the Seller's current price list at the date on which an order is made

Seller: Gemini Adhesives Limited of 61 The Moorlands
Coleorton Leicestershire
LE67 8GG

Working Day: Monday to Friday excluding bank and other public holidays

2. APPLICATION OF TERMS

2.1. The Contract shall be on these Conditions to the exclusion of any other terms and conditions.

2.2. Any order for Goods from the Buyer shall be deemed to be an offer to purchase the Goods subject to these Conditions.

2.3. No terms or conditions endorsed upon, delivered with or contained in any Seller's purchase order, confirmation of order, specification or other document shall form part of the Contract. The Conditions shall not be varied unless any agreement to vary is recorded in writing and signed by the Seller and Buyer.

2.4. No order placed by the Buyer will be accepted by the Seller until it has sent to the Buyer verbal/written/fax/phone/email acknowledgement and acceptance of the order. Upon the Seller sending the acknowledgement and acceptance of the order, the Seller and the Buyer will have a binding contract between them.

2.5. The Buyer warrants that all the details in the order are complete and accurate.

2.6. The Conditions shall apply to the sale of all Goods. Save as has been specifically provided for in the Conditions, any representations relating to the Goods shall not be effective unless expressly agreed in writing and signed by both the Seller and the Buyer.

3. THE GOODS

3.1. The Buyer acknowledges that they have entered into the Contract as a result of their inspection or knowledge of the Goods and not in reliance upon any description given by the Seller.

3.2. All drawings, descriptive matter, specifications and advertising issued by the Seller are

issued or published for the sole purpose of giving an approximate idea of the Goods described in them and shall not form part of the Contract.

4. COLLECTION OF THE GOODS

4.1. Unless otherwise agreed in writing by the Seller, it shall make the Goods available for collection at the goods will be delivered by the seller.

4.2. The Buyer shall collect the Goods within one Working Day of the Seller giving notice to the Buyer that the Goods are ready to be collected.

4.3. Any date specified by the Seller for collection of the Goods is intended to be an estimate and time for collection is not and shall not be made of the essence of the contract. If no date is so specified, delivery shall be within a reasonable time.

4.4. The Seller shall not be liable for any loss (including any loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in making the Goods (even if caused by its negligence).

4.5. If the Seller fails to make the Goods available for collection by any estimated date for collection or if no estimated date for collection is given, within a reasonable time, the Buyer may terminate or rescind the Contract upon giving five days notice.

5. TITLE AND RISK

5.1. Title and ownership to the Goods shall not pass from the Seller to the Buyer until the Seller has received the Price in full together with all other sums payable by the Buyer to the Seller.

5.2. Until title and ownership in the Goods has passed, the Buyer shall hold the Goods and each of them as bailee on behalf of the Seller and on a fiduciary basis retain the Goods separate from its other merchandise and possessions; and keep the Goods identifiably separate.

5.3. The Goods shall be at the risk of the Seller up until it gives notice that the Goods are available for collection and thereafter they shall be at the risk of the Buyer.

6. PAYMENT

6.1. All invoices are payable without discount of any kind in pounds sterling within 30 days of the date of the invoice and in no circumstances may the Buyer make any deduction or withhold payment for any reason at all.

6.2. If the Buyer fails to pay the invoice by the due date and without prejudice to any rights of the Seller, the Buyer shall:

6.2.1. forfeit any discount given in that invoice or in any other way agreed; and

6.2.2. pay interest on any overdue amount from the date on which payment was due to the date of actual payment (whether before or after judgement) on a daily basis at a rate of 1.00% over the base from the time quoted by the The Bank Of England and reimburse to the Seller all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

6.3. The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, abatement or otherwise unless it has a valid court order requiring an amount equal to such deduction to be paid.

6.4. Until the Seller is in possession of cleared funds, the Buyer shall not be deemed to have made a payment.

6.5. If the Buyer does not make payments as required, the Seller may terminate the Contract.

7. QUALITY

7.1. If the Seller is not the manufacturer of the Goods, it shall transfer the benefit of any warranty or guarantee that it has been given.

7.2. The Buyer accepts that it buys or is deemed to buy the Goods as seen and in the condition they are at the time the order is placed.

7.3. The Seller warrants that the Goods shall be:

- 7.3.1. of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 7.3.2. reasonably fit for their purpose.

7.4. If any of the Goods do not conform with the warranty in condition 7.3., the Seller shall collect the Goods and may:

- 7.4.1. carry out repairs to the Goods;
- 7.4.2. replace the Goods or any defective part; or
- 7.4.3. refund the price of such Goods.

7.5. The Seller shall deliver any repaired or replacement Goods to the Buyer's premises.

7.6. The Seller's liability for breach of warranty as set out in clause 7.3. shall be limited to complying with condition 7.4. and shall not have further liability.

8. LIMITATION OF LIABILITY

8.1. The Seller shall not have any liability to the Buyer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of the Seller or in any other way out of or in connection with the performance or purported performance of or failure to perform the contract except:

- 8.1.1. for death or personal injury resulting from the Seller's negligence; and
- 8.1.2. as expressly stated in these conditions.

8.2. The Seller shall not be liable for any defect arising from any design or specification provided or made by the Seller or if any adjustments, alterations or other work has been done to the Goods by any person except the Seller or its authorised agent.

8.3. The Seller shall not be liable where any Goods are lost or damaged in transit. All claims by the Buyer shall be made against the carrier.

8.4. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by sections 12, 13, 14 or 15 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

9. ASSIGNMENT

9.1. The Seller may sub-contract the performance of any of its obligations under the Agreement to any parent, subsidiary or associated Company (as the terms are defined under Section 736 of the Companies Act 1985) but the sub-contracting shall not relieve it of any liability under the Contract.

9.2. The Seller and the Buyer shall not assign, delegate or otherwise deal with all or any of their rights and obligations under the Contract provided always that the Seller may assign the benefit or the burden of the Contract in whole or in part to any holding or subsidiary company of itself and any subsidiary or holding company of any such holding company and give notice thereof to the Buyer.

10. FORCE MAJEURE

If the performance of the Contract or any obligation under it is prevented, restricted, or interfered with by reason of circumstances beyond the reasonable control of the Seller and it gives prompt notice to the Buyer, the Seller shall be excused from the performance to the extent of the prevention, restriction, or interference, but the Seller shall use its best endeavours to avoid or remove the causes of non-performance and shall continue performance under the contract with the utmost dispatch whenever the causes are removed or diminished.

11. GENERAL

11.1. Each right or remedy that the Seller and the Buyer has under the Contract is without prejudice to any other right or remedy that may exist.

11.2. In the event that any provision of the Contract is declared by any judicial or other competent authority to be void, voidable, illegal, or otherwise unenforceable or if an indication to that effect is received by either the Buyer or the Seller from any competent authority, the Buyer and the Seller shall amend that provision in such reasonable manner as achieves the intention without illegality.

11.3. If the Seller or the Buyer:

- 11.3.1. fails or delays to exercise any right or remedy, it shall not operate as a waiver of it; and
- 11.3.2. partially exercises any right or remedy, neither of them shall be precluded from further exercising the right, remedy or other power.

11.4. Any waiver of a breach of any provision of the Contract shall not:

- 11.4.1. be deemed to be a waiver of any subsequent breach or default; and
- 11.4.2. affect the other terms of the Contract.

11.5. This contract shall be governed by and construed in all respects in accordance with English law. In relation to any legal action or proceedings to enforce the contract or arising out of or in connection with the contract, the Buyer and the Seller irrevocably submits to the jurisdiction of the English courts and waives any objection to proceedings in the courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

12. NOTICES

12.1. Any notice to be given under the Contract shall be:

- 12.1.1. delivered personally;
- 12.1.2. sent by first class prepaid recorded delivery or registered post; or
- 12.1.3. by fax.

12.2. The address for service of the Buyer and Seller is their registered offices.

12.3. A notice shall be deemed and served as follows:

- 12.3.1. if personally delivered, at the time of delivery;
- 12.3.2. if posted, within 48 hours of posting or in the case of airmail seven days after the envelope was delivered into the custody of the postal authorities; and
- 12.3.3. if sent by fax, the time of transmission.