



Customer Account Application Form

Scigrip Adhesives Limited, Unit 22 Bentall Business Park, Glover Road, Washington, Tyne and Wear, NE37 3JD
Tel No: +44(0191) 4196444 Fax No: +44(0191) 4196445 E-mail: info@scigrip-europe.com



CUSTOMER ACCOUNT APPLICATION

If you wish to open a Scigrip Account please complete and return.

COMPANY DETAILS

Type Of Business e.g Limited/PLC/Partnership/Sole Trader _____

Full Company Name _____

Trading Name (if different) _____

Company Registration Number _____

Date of Incorporation _____

VAT Number _____

Nature Of Business _____

PROPRIETORS OR PARTNERS DETAILS

Name _____

Address _____

Post Code _____

Name _____

Address _____

Post Code _____

BUSINESS ADDRESS DETAILS

Address _____

Post Code _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

DELIVERY ADDRESS (If different to Business Address)

Name _____

Address _____

Post Code _____

INVOICE ADDRESS (If different to Business Address)

Name _____

Address _____

Post Code _____

E-mail _____

PURCHASING CONTACT

Name _____

Job Title _____

Telephone No _____

E-mail _____

ACCOUNTS CONTACT

Name _____

Job Title _____

Telephone No _____

E-mail _____

BANK DETAILS

Bank Name _____

Bank Address _____

Post Code _____

Account Name _____

IBAN _____

Swift Code _____

3 TRADE REFERENCES

Company Name _____

Contact Name _____

Address _____

Post Code _____

Telephone No. _____

Fax No. _____

Company Name _____

Contact Name _____

Address _____

Post Code _____

Telephone No. _____

Fax No. _____

Company Name _____
 Contact Name _____
 Address _____

 Post Code _____
 Telephone No. _____
 Fax No. _____
 E-mail _____

DECLARATION

We understand if a credit account is granted the payment terms are 30 days Nett Monthly and there is a reservation of title (clause 5) which will apply until payment has been received in full.

We have read the attached terms and conditions of sale and agree to abide by these terms.

I will agree to a credit search with a credit reference agency, which will be kept on file. This information may be shared with other businesses. We may also make enquiries about the principal directors with a credit reference agency.

Signature _____
 Name _____
 Position In Company _____
 Date _____

When completed please return this form to michala.routledge@scigrip.com

We will contact you to advise when your account has been opened. Please contact us if you require any help or advice.

For Office Use Only

Currency	_____
Credit Terms	_____
Credit Limit	_____
Sales Rep	_____
Analysis 1 (D or E)	_____
	D - Distributor E - End User
Analysis 2 (B or P)	_____
	B - Brand P - Private Label
Please be aware that once any transactions have gone through the account certain fields cannot be modified. This means that it is vital that we get the currency etc. correct upon creating the accounts.	
Account Code	_____
Date Account Opened	_____
Signed	_____



GENERAL COMPANY INFORMATION

Scigrip Adhesives Limited
Unit 22 Bentall Business Park
Glover Road
Washington
Tyne & Wear NE37 3JD

Telephone no: +44 (0)191 4196444
Fax no: +44 (0)191 4196445

Orders/Enquiries:

- Liz Cosens
 - Telephone No. +44 (0191) 4196420 – E-mail liz.cosens@scigrip.com
- Susan Corr
 - Telephone No. +44 (0191) 4196424 – E-mail susan.corr@scigrip.com

Accounts:

- Michala Routledge
 - Telephone No. +44 (0191) 4196436 – E-mail michala.routledge@scigrip.com

Website: www.scigrip.com

Vat No: GB 998 9147 33

Company Reg No: 7351459

Bank details:

Sterling:

Sort Bacs: 602252
Sterling Sort Chaps: 602252
Account: 73736392
Iban: GB 93 NWBK 6022 52737 36392
Swift: NWBKGB2L

Euro:

Sort Chaps: 602252
Account: 550/00/76718611
Iban: GB82 NWBK 6072 0876 7186 11
Swift: NWBKGB2L

Dollar:

Account: 140/00/76718603

Iban: GB 25 NWBK 6073 0176 718603

Swift: NWBKGB2L

Account Name: Scigrip Adhesives Limited

National Westminster Plc

The Galleries, Washington Centre

Washington

Tyne & Wear NE38 7SG

Payment terms: Proforma invoice for the first 3 orders and then credit terms as agreed.

A credit account will not be opened until a credit application form has been filled in and signed and all credit references have been obtained.

Ordering for the first time:

Fax +44 (0)191 4196445 or email liz.cosens@scigrip.com or susan.corr@scigrip.com

All Purchase Orders must include order number, invoice address and delivery address.

We are not able to accept verbal orders or credit card payments.

Our minimum order value is £500, €600 or \$832.

Despatch dates:

These are estimated dates based on our knowledge at the time of placing your order. We normally work to a 15 working day lead time. The dates on the order acknowledgement are dispatch dates and are not delivery dates.

Shipments:

European shipments are usually dispatched on a Tuesday and Friday.

Orders must be entered onto our system by 1pm to ensure UK next day delivery for stocked items.

Please contact the office for any other special requirements for Air Freight or Sea Freight shipments.

Shipping terms as per original quote or price list.

SCIGRIP ADHESIVES LTD.

GENERAL CONDITIONS OF SALE

1. INTERPRETATION

In these conditions the following expressions shall have the following meanings:

The Seller	SCIGRIP ADHESIVES LTD.
The Buyer	The person, firm or company contracting to purchase goods from the Seller
The Goods	The Goods which are to be sold by the Seller to the Buyer
The Contract	The Contract for the sale of the Goods by the Seller to the Buyer
Particulars of Contract	The details of the Contract agreed in writing between the parties shall include in writing telex, telegrams and cablegram.

2. CONSTRUCTION OF CONTRACT

- (1) These Conditions shall apply to all contracts of sale (and to any ancillary services) between the Seller and the Buyer.
- (2) The terms of the Contract shall consist of the Particulars of Contract these Conditions of Sale and any other terms agreed in writing by Seller. In the event of any discrepancy between the Particulars of Contract and these Conditions the Particulars of Contract shall prevail.
- (3) No terms contained in any document issued by the Buyer or any oral communication between the parties shall apply to the Contract nor shall these Conditions of the Particulars of Contract be modified without the written agreement of the Seller.
- (4) In order that the Contract shall be a complete statement of the understanding between the parties with regard to the sale of Goods, the Buyer must ensure that any pre-contractual representation on which it wishes to rely has been expressly incorporated into the Contract by written agreement by the Seller. In entering into the Contract, the Buyer does not rely upon any such representation made by or on behalf of the Seller, which has not been so incorporated.
- (5) Descriptions and illustrations of the Goods submitted with any quotation, or contained in any catalogue, are only a general representation of the Goods and are not intended to be reliable with regard to details, as improvements are constantly being made.

3. QUOTATIONS AND ORDERS

- (1) Unless accepted before lapse or withdrawal, quotations made by the Seller shall automatically lapse after 60 days, but may be withdrawn earlier.
- (2) The Seller's quotation is merely an invitation to treat. There shall be no contract until the Seller has accepted the Buyer's order in writing and no employee or agent of the Seller has authority to contract in any other manner.

4. DELIVERY

- (1) Unless otherwise stated delivery shall be ex-works.
- (2) Any time for despatch specified in the Contract ("despatch time") shall be reckoned from the later of:
 - (a) the date of the Seller's acceptance of the Buyer's order
 - (b) the date of receipt by the Seller of all necessary licences and contracts; and contracts; and
 - (c) the date of receipt by the Seller of any advance payments stipulated.
- (3) Although the Seller will endeavour to complete the Contract within any specified despatch time, because of the possibility of delays on the part of the Seller's suppliers and production difficulties that time is an estimate and not a term of the contract.
- (4) Any despatch time specified shall be extended by any period during which the manufacturer or delivery of the Goods is delayed to fire, explosion, flood, storm, tempest, sabotage, strikes (official and unofficial), riot, invasion, acts of war (whether war be declared or not), shortage of labour, power or materials, delay by the Seller's suppliers, civil commotion, accidents, plant breakdown, seizure or other action by or compliance with an order of any apparently competent authority, and, any other event or circumstances beyond the control of the Seller, irrespective of the jurisdiction in which any of the foregoing events or circumstances shall arise.
- (5) If any specified despatch time is so extended by more than 60 days then the Buyer shall be entitled to give notice to the Seller requiring the Goods to be despatched within 30 days of the date of such notice, following the expiry of which period the Buyer shall as its sole remedy have the right to give further written notice determining the Contract forthwith in respect of such of the Goods as shall not then be ready for despatch but this right shall not be exercisable if the extension of the delivery time is attributable to any act of default on the part of the Buyer. The Buyer shall take and pay for at the rate of the Contract price such of the Goods as shall at the date of such termination be ready for despatch.
- (6) The Seller shall be entitled to deliver the Goods by instalments and to invoice each instalment separately.
- (7) The delivery of a greater or lesser quantity provided for in the Contract, the delivery of other goods not provided for in the Contract or the delivery of Goods only some of which are defective, shall not entitle the Buyer to reject all the Goods delivered or to terminate the Contract in whole or in part. Any claim in respect of error in quantity or type of Goods or in respect of the condition of Goods delivered must be made in writing to the Seller within 10 days of receipt of the Goods by the Buyer.
- (8) Any damage to the Goods in transit must be reported to the Seller within 3 days of receipt of the Goods by the Buyer. The buyer must notify the seller immediately if any goods are not received by the Buyer within 30 days of the date of despatch, as notified by the Seller.
- (9) If the Seller agrees to arrange carriage or insurance during transit on behalf of the Buyer, all charges and expenses in connection therewith shall be invoiced to the Buyer and, unless otherwise specified in the Seller's invoice, paid within the period specified in Condition 7(1). Notwithstanding any statutory provision to the contrary, the Seller shall not be liable for the suitability of the terms of any such carriage of or for the adequacy of, or omitting to effect, any such insurance.

5. RISK AND TITLE

- (a) Risk in the Goods shall pass to the Buyer when the Seller provides the Goods to the carrier for delivery to the Buyer, or where applicable when the Buyer or its nominated carrier collect the Goods from Seller's premises.
- (b) Save where the Goods are collected by the Buyer or its nominated carrier, the Seller will ensure that the Goods are insured to their replacement value against loss or damage while in transit with the carrier.
- (c) The Buyer's right to possession of the Goods shall end immediately if it: (a) makes any arrangement with its creditors or otherwise takes the benefit of any statutory provision for the relief of insolvent debtors, or convenes a meeting of creditors, or enters into liquidation, or has a receiver and/or manager, administrator or administrative receiver appointed, or documents are filed for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by any entitled person or a resolution is passed or a petition presented to a court to wind-up the Buyer or for the grant of an administration order or any insolvency proceedings are commenced relating to the Buyer; (b) suffers or allows any execution to be levied on its property or obtained against it or breaches any of its obligations under any Contract or any other contract with Seller or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or ceases to trade; or (c) encumbers or in any way charges any of the Products.

6. PRICES

- (1) Unless otherwise agreed in writing, prices for the Goods shall be ex-works, and shall be exclusive of VAT. United Kingdom export duties, overseas import duties, carriage, insurance's, taxes or duties levied on the Seller in the Buyer's country with reference to the Goods, and any other ancillary costs, in respect of all of which the Seller shall be entitled to make additional Charges.

- (2) Notwithstanding any quotations or any other statement as to price which may have been given in, or in conjunction with, the Contract, the contract price shall be the Seller's list price prevailing at the date of acceptance by the Seller of the Buyer's order.

7. PAYMENT

- (1) Unless otherwise specified in writing the Contract is to be paid within 30 days from the end of the month of despatch.
- (2) Unless otherwise agreed in writing by the Seller all payments shall be made in the currency in which they are invoiced.
- (3) Payment shall be made direct to the Seller or to the Seller's bank as directed. The buyer shall not be entitled to withhold payment of any amount due to the Seller under the Contract by reason of any payment, credit, set-off, counterclaim, allegation of incorrect or defective goods, or for any other reason whatsoever which the Buyer may allege excuses him from performing his obligations under the Contract.
- (4) The Seller shall be entitled to charge interest and compensation in accordance with the late payment of commercial debt (Interest) Act 1998.

8. WARRANTIES AND EXEMPTIONS

- (1) In the event of the delivery of defective Goods or articles not answering to the contractual description (other than Goods manufactured to the specification of the Buyer or his agent), then provided that the Buyer is not in breach of any of its obligations to the Seller under this or any other contract, the Seller shall, at its own expense replace the defective Goods or incorrect items. However the Seller shall not be obligated to replace the Goods where such defects are attributable to damage in transit (where the goods are at the Buyer's risk), or any action, omission or neglect of the Buyer or its agent. If the seller shall be unable to replace such Goods so as to remedy the defects, the Buyer shall, instead, be entitled to reject the incorrect articles of defective Goods, and to have refunded such part of the purchase price as may have been paid and which is attributable to the incorrect or defective items. The Buyer must give the Seller notice of any alleged defect as soon as it becomes apparent, and in any event within the applicable warranty period. The Buyer shall (unless otherwise instructed by the Seller) retain the Goods at the Buyer's premises for inspection by the Seller, and give the Seller adequate facilities to investigate the complaint at the Buyer's premises. If the Seller so requests, the Buyer shall, at its own expense, return the incorrect or defective items to the Seller. However, if the Seller is liable to replace such defective items pursuant hereto, the Seller shall reimburse the Buyer's reasonable carriage expenses in connection herewith. For the purpose of this condition, the 'warranty period' shall mean the shelf-life stated in the Technical Data Sheet (or other publication issued by the Seller), subject to the Goods being stored according to our recommendations. Full details on request.
- (2) The provisions of sub-clause (1) above shall constitute the entire rights of the Buyer in respect of incorrect articles or defective Goods, and except as expressly stated above there shall be excluded from the Contract any warranty, condition or statement express or implied, statutory or otherwise as to merchantable quality of the Goods or their fitness for any particular purpose.

9. INSOLVENCY AND DEFAULT

- (1) For the purposes of this clause and clause 5(3), a "default" shall have occurred if the Buyer becomes or appears to the Seller to be about to become bankrupt, dies, goes into liquidation (or appears to the Seller to be about to go into liquidation), suffered the appointment of a receiver, fails to pay his debts when they become due, makes any arrangement with creditors, or is in breach of any term of the Contract.
- (2) In the event of any default, the Seller shall be entitled:
 - (a) to postpone delivery (both in respect of the Contract) in question and any other contract with the Buyer for so long as the default shall continue; and/or
 - (b) to terminate the contract (and any other contract with the Buyer), and to recover from the Buyer:
 - (i) payment for all deliveries already made and
 - (ii) payment for the cost of labour and materials already expended for the purpose of future deliveries (less any allowance of the value thereof as utilised by the Seller for other purposes), and
 - (iii) a sum equivalent to the Seller's loss of profit arising out of the termination of the Contract.
- (3) in the event of any default, then notwithstanding any payment terms which may have been agreed, the whole of the outstanding amount of the purchase price shall become due for payment immediately.
- (4) The exercise by the Seller of any of the rights referred to in subclause (2) of this clause shall not affect its entitlement to exercise any other rights which it may have, whether under these conditions or otherwise.

10. PATENTS, ETC.

- (1) Where any of the Goods or their packaging are produced to the Buyer's specification, the Buyer shall indemnify the Seller against all action, claims, costs, damages or losses arising from any infringement of any patent, registered design, trade mark, copyright or any similar protection in respect of the Goods or packaging so produced.
- (2) Any reference by the Seller to patents, copyrights, registered designs, trade marks, and analogous forms of protection shall not constitute a warranty of the validity thereof.

11. CANCELLATION

The Contract may be cancelled by the Buyer only with the Seller's written consent. In the event of such cancellation the Buyer shall pay to the Seller a cancellation charge equal to a mutually agreed percent of the Contract price, usually not less than 20 percent.

12. EXCLUSION OF DAMAGES

The Buyer's rights (if any) in respect of late delivery or non-delivery of the Goods shall be limited to those set out in Clause 4 hereof, and the Buyer's rights in respect of defective Goods and articles delivered which do not answer contractual description shall be limited to those set out in Clause 8 above. The Seller shall in no circumstances whatsoever be liable to the Buyer for any loss or damage of whatsoever magnitude sustained by the Buyer whether it results directly and naturally in the ordinary course of events from any breach of Contract of any nature whatsoever by the Seller, whether it results from such breach under special circumstances made known to the Seller, or whether it be indirect, consequent or of any other nature whatsoever, including (without limitation) loss of production of use, loss of anticipated savings or profits or anticipated profits or damages of any third party claimed against the Buyer, or damage of any nature whatsoever caused by the Goods or any other items supplied by the Seller to the Buyer.

13. NOTICES

Any notice required or authorised to be given hereunder shall be in writing and may be served by telex, cable or air mail letter sent to the last known address of the party to be served and shall be deemed to be served in the case of a telex at the time of sending in the case of a cable twenty-four hours, and in the case of a letter seven days after proven despatch, provided that any other mode of service shall be valid if the said invoice or other communication is actually received by the addressee.

14. LAW AND JURISDICTION

The proper law of the Contract shall be English law, and any disputes arising thereunder shall be dealt with exclusively by the Courts of England, except that the Seller shall be entitled to bring proceedings against the Buyer in the courts of the jurisdiction where the Buyer resides or carries on business.