



PLANT SALES

SM PLANT LIMITED

28 Somers Road, Rugby CV22 7DB

Office: +44 (0) 1788 555377 Fax: +44 (0) 1788 555378

Email: sales@smplantsales.com / info@smplantsales.com

www.smplantsales.com

Dear Sirs

Further to your recent enquiry, we would be happy to consider setting up a 30-day trade credit account for you on receipt of the attached, fully completed, account application form. Once your application has been successfully processed we will contact you with your account details.

We process most account applications for trade credit during the same day that they are received, however, if you need to order urgently, we accept payment by credit or debit card.

Please complete only form 1, 2 or 3 of the application form, depending on the type of your business.

- | | |
|--------|--|
| Form 1 | <i>Limited Company, Public Limited Company, Limited Liability Partnership or other incorporated entity with a registration number issued by Companies House.</i> |
| Form 2 | <i>Sole trader</i> |
| Form 3 | <i>Partnership</i> |

Please forward the completed account application form along with a business letterhead to us by fax on 01788 555376 or by email to salesledger@smplantsales.co.uk.

Finally, please refer to our terms of conditions of business, which are enclosed along with the application form and available on our website at <http://www.smplantsales.co.uk/terms>. These terms will apply to all supplies of goods and services we make to you, to the exclusion of any other terms and conditions.

Thank you for choosing SM Plant Sales, and we look forward to working with you.

Yours faithfully

Mr. S. G. Milligan
Managing Director

TERMS AND CONDITIONS OF BUSINESS

1 INTERPRETATION

- 1.1 In these conditions the following words have the following meanings:
- "Business Day" means any day other than a Saturday, Sunday or bank holiday;
- "Commencement Date" means the commencement date for the Contract as set out in the quotation;
- "Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
- "Contract" means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;
- "Contract Price" means the price stated in the Contract payable for the Goods;
- "Customer" means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
- "Delivery Date" means the date on which the Goods are to be delivered as stipulated in the Customer's order and accepted by the Supplier;
- "Goods" means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions;
- "Month" means a calendar month;
- "Services" means the Services to be provided to the Customer as set out in the quotation; and
- "Supplier" means SM Plant Limited and will include its employees, servants, agents and/or duly authorised representatives.

2 BASIS OF CONTRACT

- 2.1 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the quotation which shall be subject to these Terms and Conditions; and
- 2.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
- 2.3 The Supplier's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2.4 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.
- 2.5 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer by which ever is the earlier of:
- 2.5.1 the Supplier's written acceptance;
- 2.5.2 delivery of the Goods;
- 2.5.3 provision of the Services; or
- 2.5.4 the Supplier's invoice.
- 2.6 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3 THE GOODS

- 3.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
- 3.2 The specification for the Goods shall be that set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if such variation(s) is/are accepted by the Supplier). The Goods will only be supplied in the minimum units thereof stated in the Supplier's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.
- 3.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 3.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- 3.5 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

4 THE SERVICES

- 4.1 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 5 and 6 will provide the Services expressly identified in the quotation.
- 4.2 The Supplier will use reasonable care and skill to perform the Services identified in the quotation.
- 4.3 The Supplier shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

5 PRICE

- 5.1 The price of the Goods and Services shall be the price listed in the Supplier's price list current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.
- 5.2 Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list the price quoted shall be valid for five Business Days only or such lesser time as the Supplier may specify.
- 5.3 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 5.4 Except as otherwise stated under the terms of any quotation or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport.
- 5.5 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

6 PAYMENT

- 6.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier's invoice to the Customer for the price of the Goods and Services on or at any time after delivery of the Goods and/or the Provision of the

Services (as applicable), unless, in the case of Goods, the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.

- 6.2 The Customer shall pay the price of the Goods (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) within twenty Business Days of the date of the invoice or, alternatively, in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.3 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.
- 6.4 The Supplier is not obliged to accept orders from any customer or buyer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment and notwithstanding sub-Clause 6.2 of these conditions, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

7 DELIVERY AND PERFORMANCE

- 7.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the quotation or, if no place of delivery is so specified, by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.
- 7.2 The Delivery Date is an approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 7.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 8.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.
- 7.4 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and the quotation provide the Services expressly identified in the quotation.
- 7.5 The Supplier fails to deliver the Goods or provide the Services or any of them on the Delivery Date (or Commencement Date, as appropriate) other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:
- 7.6.1 if the Supplier delivers the Goods and/or provides the Services at any time thereafter the Supplier shall have no liability in respect of such late delivery; or
- 7.6.2 if the Customer gives written notice to the Supplier within five Business Days after the Delivery Date (or Commencement Date, as appropriate) that the Supplier fails to deliver the Goods and/or Services within five Business Days after receiving such notice the Customer may cancel the order and the Supplier's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods or services to those not delivered or provided over the price of the Goods or Services not delivered or provided.

8 RISK AND RETENTION OF TITLE

- 8.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
- 8.1.1 in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
- 8.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or
- 8.1.3 in the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- 8.3 Sub-Clause 8.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.
- 8.4 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identified as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 8.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- 8.6 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 8.4.
- 8.7 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
- 8.7.1 the Customer commits or permits any material breach of his obligations under these Terms and Conditions;
- 8.7.2 the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
- 8.7.3 the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- 8.7.4 the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

9 ASSIGNMENT

- 9.1 The Supplier may assign the Contract or any part of it to any

person, firm or company without the prior consent of the Customer.

- 9.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

10 DEFAULT

- 10.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- 10.1.1 cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;
- 10.1.2 appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and
- 10.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 10.2 This condition applies if:
- 10.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;
- 10.2.2 the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or of the Insolvent Partnerships Order 1994 (as amended) (or being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
- 10.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
- 10.2.4 the Customer ceases, or threatens to cease, to carry on business; or
- 10.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer or its parent company.
- 10.3 If sub-Clause 10.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11 LIMITATIONS OF LIABILITY

- 11.1 The Supplier will not be liable by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.
- 11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.
- 11.4 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons as if each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 11.5 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 11.6 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:
- 11.6.1 for death or personal injury caused by the Supplier's negligence;
- 11.6.2 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
- 11.6.3 for fraud or fraudulent misrepresentation.
- 11.7 Subject to the remaining provisions of this Clause 11: the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price.
- 11.7.2 The Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12 GENERAL

- 12.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 12.2 Notices shall be deemed to have been duly given:
- 12.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
- 12.2.2 when, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated;
- 12.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 12.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 12.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.
- 12.4 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 12.5 The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.
- 12.6 The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.
- 12.7 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 12.8.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 12.8.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.



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TRADE CREDIT ACCOUNT APPLICATION

INCORPORATED ENTITIES

A APPLICANT

INCORPORATED NAME	LTD <input type="checkbox"/> PLC <input type="checkbox"/> LLP <input type="checkbox"/> LP <input type="checkbox"/> OTHER <input type="checkbox"/>
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REGISTRATION NO.	VAT NO.	INCORPORATED DD / MM / YYYY
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TRADING ADDRESS	POST CODE
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TEL	FAX	EMAIL ADDRESS
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REGISTERED OFFICE	POST CODE
--------------------------	------------------

B PRINCIPAL BANKERS

BANKERS	SORT CODE ■ ■ ■ ■ ■ ■
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ACCOUNT NAME	A/C NUMBER ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
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C TRADE REFERENCES

NAME

ADDRESS

POST CODE

NAME

ADDRESS

POST CODE

TEL	FAX	TEL	FAX
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By signing this application for trade credit I certify that the information provided is true. I authorise SM Plant Limited to seek references from the bank and trade referees provided. I agree that all transactions with SM Plant Limited will be subject to the Terms and Conditions of Business, provided overleaf, and to the exclusion of any other terms and conditions. I, the undersigned, being a Director, Partner or Member, involved in the daily administration of the applicant named above, jointly and severally guarantee the performance of all the applicant's financial obligations to SM Plant Limited.

SIGNED	PRINT NAME	DATE DD / MM / YYYY
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TRADE CREDIT ACCOUNT APPLICATION

SOLE TRADERS

A APPLICANT

FORENAME	SURNAME
-----------------	----------------

FULL TRADING NAME	VAT NO.
--------------------------	----------------

TRADING ADDRESS	POST CODE
------------------------	------------------

TEL	FAX	EMAIL ADDRESS
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HOME ADDRESS	POST CODE
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B PRINCIPAL BANKERS

BANKERS	SORT CODE ■ ■ ■ ■ ■ ■
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ACCOUNT NAME	A/C NUMBER ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
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C TRADE REFERENCES

NAME

ADDRESS

POST CODE

NAME

ADDRESS

POST CODE

TEL	FAX	TEL	FAX
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By signing this application for trade credit I certify that the information provided is true. I authorise SM Plant Limited to seek references from the bank and trade referees provided. I agree that all transactions with SM Plant Limited will be subject to the Terms and Conditions of Business, provided overleaf, and to the exclusion of any other terms and conditions.

SIGNED	PRINT NAME	DATE DD / MM / YYYY
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TRADE CREDIT ACCOUNT APPLICATION

PARTNERSHIPS

A APPLICANT

PARTNERSHIP NAME

NUMBER OF PARTNERS

VAT NO.

COMMENCED DD / MM / YYYY

PARTNERSHIP ADDRESS

POST CODE

TEL

FAX

EMAIL ADDRESS

PRINCIPAL PARTNER HOME ADDRESS

POST CODE

B PRINCIPAL BANKERS

BANKERS

SORT CODE ■ ■ ■ ■ ■ ■

ACCOUNT NAME

A/C NUMBER ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

C TRADE REFERENCES

NAME

ADDRESS

POST CODE

NAME

ADDRESS

POST CODE

TEL

FAX

TEL

FAX

By signing this application for trade credit I certify that the information provided is true. I authorise SM Plant Limited to seek references from the bank and trade referees provided. I agree that all transactions with SM Plant Limited will be subject to the Terms and Conditions of Business, provided overleaf, and to the exclusion of any other terms and conditions. I, the undersigned, being the principal Partner or Member of the applicant Partnership named above, have authority to bind the Partnership and jointly and severally all of its Partners.

SIGNED

PRINT NAME

DATE DD / MM / YYYY