

Account Application Form

Please complete, sign and return to: Securi-Flex Units 27-28, Mackley Industrial Estate, Henfield Road, Small Dole, West Sussex, BN5 9XR



Company Details

Company Name: _____ Nature of business: _____
Limited Company: ☐ Company Reg No: _____ VAT Reg No: _____
EORI Number: _____ Incorporation Date: _____

Company/Delivery Address

Street Address: _____
City: _____
Postal Code: _____ County: _____

Invoice Address

Street Address: _____
Postal Code: _____ County: _____

Same as delivery address: ☐

Contact Details

Main Telephone Number: _____
Main Email Address: _____
Accounts Email Address: _____ Invoices & Statements sent by: Post ☐ Email ☐
CEO/MD Name: _____ Website Address: _____

Product Requirements

☐ Structured Wiring ☐ TV/Satellite ☐ Telecom ☐ CCTV ☐ Audio/Speaker ☐ Fibre Optic
☐ Defence Standard ☐ Multicores ☐ Power ☐ Alarm ☐ Broadcasting ☐ Cabinets/Enclosures

Credit Limit Request

Credit Requested (£): _____

Organisations/Affiliates

Parent Company: (If applicable) _____
Buying Group Association: (If applicable) _____

Declaration

I hereby declare that the information given above is correct. I undertake to inform your company of any changes which affect our credit status. I also fully understand and accept the attached Terms and Conditions of trading. In consideration of Securi-Flex Ltd agreeing to supply services to the above-named company on credit, we the undersigned directors/proprietors of the above company agree jointly and severally in our personal capacities to guarantee the obligations of the company Securi-Flex set out above.

Name of Director(s): _____ Signature of Director(s): _____

Summary

All accounts are strictly 30 days end of month, unless prior agreements have been made with a Director. We reserve the right to levy an interest charge for non-payment after that period. We reserve the right to suspend credit facilities where a payment is overdue or credit limit exceeded.

Securi-Flex office use only	Approved By	Account Manager	Date	Credit Limit	Terms/Remarks	Notes

T: 03333 44 66 23 E: sales@securiflex.co.uk

1. General Any quotation given or order accepted by Securiflex shall be deemed to incorporate these terms and conditions which will apply to the exclusion of any other terms and conditions. No variation of these terms and conditions shall apply unless confirmed in writing by a director of Securiflex. The terms and conditions together with the terms and other matters contained in Securiflex invoice and/or quotation and/or acceptance shall constitute the whole agreement between the parties and super-sede any prior promises representations or undertakings whether written or oral.

2. Quotations Quotations are valid for a period of 30 days from the date of issue unless previously withdrawn.

3. Prices and Payment

3.1 Prices quoted are next ex works. Unless otherwise agreed in writing carriage insurance packaging and any other costs will be charged as extra. All prices in Securiflex catalogues or price lists are subject to alteration or withdrawal without notice. All prices quoted are exclusive of VAT.

3.2 A stated drum length may vary and Securiflex reserves the right to deliver 10% more or less than the quantity ordered and invoiced without any prior adjustment to the price quoted.

3.3 Should a design alter or a specification change on any product ordered by the customer during the period between the order being placed and delivery, Securiflex reserves the right to supply a product which in its opinion is similar to that which was originally ordered.

3.4 Payment in full shall be due not later than the end of the month following that in which the goods were invoiced. Securiflex reserves the right to levy an interest charge at the rate set under the 'Late Payment Regulations', for non-payment within that period. Where any sum owed by the Customer under this or any other contract with Securiflex is overdue, Securiflex will be entitled to cease performance of this contract until such sum (and any interest which may be due) has been paid in full and shall further be entitled but not bound (without prejudice to any other of its rights in respect of such breach) to terminate this Contract forthwith at any time whilst such breach subsists and dispose of any goods which have been appropriated by it to the contract.

4. Delivery

4.1 Delivery of the goods shall be made to the place designated by the Customer when placing the order and agreed to by Securiflex. The Customer shall be obliged to take delivery of the goods when they are delivered or tendered for delivery in accordance with this contract. Where the Customer wrongly refuses to accept delivery of the goods Securiflex shall have the right (without prejudice to its other rights) to invoice the Customer in respect thereof, payment to be made within 30 days of the invoice date and/or to invoice the Customer for the cost of re-delivery, storage and all other handling costs arising directly or indirectly there from and it is expressly declared that it shall be reasonable for Securiflex to effect insurance of the goods at the Customers expense notwithstanding that the risk therein shall have passed to the customer.

4.2 If the contract provides for delivery by instalments late delivery of one instalment shall not entitle the Customer to reject that or any other instalment under the same contract.

4.3 While Securiflex will use all reasonable endeavours to comply with delivery dates any such date is a business estimate only in respect of which time shall not be of the essence and Securiflex shall not be responsible for any loss or damage caused by late delivery.

4.4 Where cable is supplied on returnable drums the Customer shall return these to Securiflex at the Customers cost and within the time agreed.

5. Loss or damage in transit In any case where it is established to the satisfaction of Securiflex that the goods have been damaged or lost (whether wholly or in part) in transit Securiflex will at its own cost repair or replace the same provided that:

5.1 In the event of any damage to goods in transit the Customer must notify the carrier and Securiflex in writing within 48 hours of the date of delivery. Any claim not so notified shall not be admitted. It is the Customers responsibility to see that the goods are examined immediately upon receipt. Any goods delivered that might be damaged must be signed for as such.

5.2 In the event of non delivery of goods, the Customer must notify the carrier and Securiflex in writing within 24 hours of receipt of invoice or advice of dispatch whichever is the earlier otherwise claims for credit cannot be accepted.

6. Risk

6.1 The risk in the goods contracted to be sold by Securiflex shall pass to the Customer upon delivery to the carrier.

6.2 Under no circumstances will the Vendor accept liability for consequential damages or loss arising from goods supplied by the vendor.

7. Title Until payment in full has been made to Securiflex of the price and any other sums due in respect of the goods supplied:

7.1 The property in the goods shall remain vested in Securiflex notwithstanding the provisions of Conditions 6 and the Customer shall be entitled to possession only of the goods which shall be held by the Customer in a fiduciary capacity as a bailee;

7.2 The customer shall clearly mark or designate the goods so that they remain readily identifiable as the property of Securiflex and shall keep and store the same separately in a proper manner without charge to Securiflex.

7.3 The customer shall keep the goods insured against all usual risks in their full replacement value.

7.4 The customer shall have a license to sell and/or use the goods supplied which the license may be immediately terminated by Securiflex at any time upon giving the Customer notice in writing of such termination provided that and without prejudice to

any other rights of Securiflex such license shall automatically terminate if any of the events referred to in condition 9 shall occur;

7.5 Upon or at any time after the termination of the license Securiflex shall be entitled to recover any or all of the goods in Customers possession to which Securi-flex has title hereunder and for that purpose the Customer grants Securiflex its servants or agents (with such transport as is necessary) an irrevocable license to enter upon any premises occupied by the customer or to which the customer has access and where the goods may then be situated;

7.6 Notwithstanding the provisions of

7.7 below the customer shall have the right to sell the goods in the ordinary course of his/its business and Securiflex shall be beneficially entitled to and the Customer shall be under a fiduciary duty to account to Securiflex for the proceeds of sale to the extent of the debt due but nothing in these conditions shall constitute the Customer an agent of Securiflex for the purposes of such a sale; and 7.7 the Company may require the Customer to assign to it absolutely the benefit of any contract and/or any right of action in respect of monies due in respect of such proceeds of sale and if so requested the Customer shall execute all documents and do all other things necessary to effect such an assignment.

7.8 Nothing in this clause shall confer any right upon the Customer to return the goods or to refuse or delay payment therefore and the remedies conferred on Securiflex are in addition to and shall not in any way restrict or prejudice any other rights and remedies of Securiflex.

8. Securiflex's Liability

8.1 Securiflex warrants that at any time of dispatch the goods shall correspond with the specification (if any). Securiflex does not manufacture any goods but shall use all the reasonable endeavours to pass to the Customer the benefit of the manufacturer's warranties, if any. If the goods do not so conform to such warranty Securiflex may at its option replace or repair defects thereto or make a price adjustment that is fair to both parties or to take back the goods and refund a part of the purchase price provided that the alleged defect shall have been notified in writing within two months of delivery.

8.2 Securiflex shall be under no liability in respect of any defect in the goods arising from any drawing design or specification supplied by the Customer.

8.3 Securiflex shall be under no liability in respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Securiflex written instructions, misuse, alteration or repair of goods without Securiflex's approval.

8.4 Securiflex shall be under no liability under any warranty if the total price of the goods has not been paid by the due date for payment. Subject as expressly provided in these conditions and except where the goods are sold to a person dealing as a customer (within the meaning of the Unfair Contract Terms Act 1977) all warranties and conditions or other terms implied by statute or common law are excluded in the fullest extent permitted by law.

8.5 Securiflex shall not be liable to the Customer by reason of any representation or any implied warranty condition or other term or any duty at common law or under an express terms of the Contract for any consequential loss or damage (whether for loss or profits or otherwise) costs expenses or other claims for consequential compensation whatsoever except in respect of death or personal injury caused by Securiflex's negligence.

8.6 Securiflex employees or agents are not authorized to make any representations or give advice concerning the goods which is not confirmed in writing by Securiflex. In entering the contract the customer confirms that it does not rely on and waives any claim in respect of any representation which has not been so confirmed.

8.7 Except in the case of death or personal injury caused by Securiflex negligence or otherwise as required by law the liability of Securiflex hereunder shall in no event exceed the amount of the purchase price of the goods.

9. Default or insolvency of customers If the customer defaults in any of its commitments to Securiflex or makes an arrangement or composition with its creditors or becomes bankrupt or has a receiver appointed over its assets or being a company a petition is presented to wind it up or it enters into liquidation (other than for the purposes of amalgamation or reconstruction) or has a receiver or administrator appointed over its assets then in any such case Securiflex shall have the right (without prejudice to any of its other remedies) to determine any contract then subsisting and/or to cancel any uncompleted order or to withhold or suspend delivery in whole or in part. If any goods have been delivered but not paid for the price shall become immediately due and payable.

10. Return of goods The return of any goods to Securiflex must have the prior approval of Securiflex and (except where the goods are faulty) a handling charge will be made.

11. Force Majeure Securiflex shall not have any liability in respect of any delay in delivery or other of its obligations arising from complete or partial stoppage of work caused by strike, lock-out or other industrial action, civil commotion, government action or other circumstance beyond Securiflex's reasonable control and delivery may be partially or wholly suspended or the contract cancelled in whole or in part at Securiflex's option during or following any such event without Securiflex incurring any liability for any loss or damage thereby occasioned.

12. Governing Law Any contract incorporating these terms and conditions shall be governed by and construed in accordance with the laws of England and the parties hereby irrevocably agree to submit to the jurisdiction of the English Courts.

13. Contracts (Rights of Third Parties) Act 1999 No provision of these Conditions is intended to be enforceable by a person who is not a party to this contract.