

Customer Account Application Form

Please complete all sections in BLOCK CAPITALS and sign the declaration. Email scanned copy to finance@bettsmetals.co.uk

Cash Terms / Scrap (tick) or Credit terms (tick)

Currency £ GBP or € EUR

Business Name

Trading Name (if applicable)

Business / Billing Address

 Postcode:

Delivery / Trading Address (if applicable)

 Postcode:

Buyer / Sales Contact

 Telephone No.
 email

Accounts Contact

 Telephone No.
 email

Company Registration No.
 VAT Registration No.
 EORI No.

Bank Account Name
 Bank Sort Code
 Bank Account Number

Select (tick): Fairtrade FLO ID

Fairmined FLO ID

Select One: Limited Company or Partnership or Sole Trader Purchase Order required

For credit account applications please add details of the owner, partners and supplier references (as applicable)

Owner or Partner
 Full Name
 Date of Birth
 Home Address

 Postcode:

Second Partner (if applicable)
 Full Name
 Date of Birth
 Home Address

 Postcode:

Reference - Supplier One
 Name
 Tel:
 Address:

 Postcode:

Reference - Supplier One
 Name
 Tel:
 Address:

 Postcode:

DECLARATION BY ACCOUNT APPLICANT

We hereby request you to open a customer account with Stephen Betts & Sons Ltd

Being an authorised officer of this business, I do agree that payment of all accounts will be received by you (our supplier) either at the time of order or within your stated credit terms (as shown overleaf). We appreciate that adherence to this obligation is the essence of the contract between us and that failure to comply with this declaration may result in the account being placed on hold and at the end of the second month will result in a surcharge of 2.5% of the overdue balance being automatically debited to the account. I/we also confirm that we have read, understood and agreed to the terms & conditions, in their entirety, as printed on the back of this form and that we have retained copy of these terms & conditions.

I / We appreciate that adherence to this obligation is the essence of the contract between us.

Name
 Position
 Signed
 Date

Name
 Position
 Signed
 Date

TERMS & CONDITIONS

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| <p>1 INTERPRETATION In these Conditions the 'Company' means Stephen Betts and Sons Limited or Betts Group Limited, and 'the goods' means the goods subject to this contract of sale or supply.</p> <p>2 ACCEPTANCE AND VARIATION OF CONDITIONS The following Conditions and the supply of goods to customer regulations 2002 not inconsistent therewith shall apply to all contracts except to the extent that they are varied in writing by our authorised representative.</p> <p>If the terms and conditions stated in the customer's order are inconsistent with these Conditions, or if they contain a provision purporting to override these Conditions, our Acknowledgment of Order shall constitute a counter offer. The contract shall come into being when the customer has accepted our counter offer either expressly or impliedly. If the customer, after receiving our counter-offer notifies us that he does not accept these conditions, then the formation of a contract shall be subject to negotiation.</p> <p>3 AVAILABILITY OF MATERIALS AND INFORMATION Acceptance of orders and completion of contracts are subject to:</p> <p>3.1 such materials, components and services (including suppliers from sub-contractors) and</p> <p>3.2 such specifications, information and other material being available or being made available as will enable us to proceed with and complete the contract and to continue manufacture without interruption.</p> <p>4 PRICES We shall be entitled to take into account fluctuations in the cost of materials, components, labour and services, including services provided by us (such as metal handling and financing) at the date of despatch of the goods. Unless otherwise agreed</p> <p>4.1 when price quotations are given, whether verbally or in writing, the price given is an estimate only and may vary due to metal or weight fluctuations. Prices are quoted exclusive of VAT and delivery charges.</p> <p>4.2 products containing Gold or Silver will be charged at prices based on the next available market fixing following the receipt of the customer's order, or on a subsequent date at our discretion.</p> <p>4.3 products containing Platinum Group Metals and/or metals other than Gold or Silver will be charged at the prices ruling either:</p> <p>4.3.1 on the day of receipt of the customer's order, or where this is not possible on the next available business day thereafter</p> <p>4.3.2 on the day of despatch of the goods, or where this is not possible on the next available business day thereafter at our discretion. Unless otherwise stated, freight and insurance will be charged at rates ruling on the day of despatch of the goods.</p> <p>5 TAXES AND CUSTOMS DUTIES We shall be entitled to add to the price the amount of any, or the increase in any, sales, excise and other taxes payable by us in respect of the sale of the goods.</p> <p>6 QUANTITIES Although we will use our best efforts to supply the exact quantity of material ordered, the customer shall accept the supply of quantity (whether more or less) within 5 percent of the stipulated amount of this order. In such circumstances the invoice value of the goods shall be subject to a corresponding adjustment.</p> <p>Subject as aforesaid, the prices quoted are for the quantities and despatch conditions stipulated in the Quotation and do not necessarily apply to other quantities or to different conditions of despatch.</p> <p>7 DESPATCH DATES Although we will use all reasonable efforts to meet our despatch forecasts, such forecasts are estimates only and accordingly time for delivery shall not be of the essence. We shall not be liable in any circumstances for loss, whether direct or consequential, arising from delay in despatch.</p> <p>8 WITHHOLDING OF DELIVERY We shall be entitled without prejudice to any of our other remedies to withhold delivery of any goods if either:</p> <p>8.1 payment of any amount stated in any invoice issued by us is then outstanding and overdue, or</p> <p>8.2 upon the invoicing of such goods the customer's credit limit (if any) with us would thereby be exceeded.</p> <p>In determining the customer's credit limit for such purposes the aggregate invoice value of all invoices issued to the customer by us and which are then outstanding including unpaid accounts, shall be taken into account.</p> <p>9 PASSING OF RISK The risk in the goods shall pass to the customer either:</p> <p>9.1 on delivery to the address specified by the customer either by us or by our delivery agent or by a common carrier, or</p> <p>9.2 on delivery to the customer, the customer's servant or the customer's agent.</p> <p>10 PASSING OF OWNERSHIP 10.1 until we have received full payment for all goods whatsoever that we have supplied at any time to the customer:</p> <p>10.1.1 the goods shall remain our property and the customer shall store the goods separately and/or keep them in such a way that they can be readily identified as being our property. The customer shall ensure that the goods shall be kept free from any charge, lien or other encumbrance</p> <p>10.1.2 notwithstanding any inconsistency (if any) with any other provision of these Conditions the customer acknowledges and admits that until full payment for the goods has been made it holds the goods in a fiduciary relationship as our bailee</p> <p>10.1.3 subject to 10.1.6 and 10.1.7 below, the customer shall have our authority to use the goods or any of them in its manufacturing process on the basis that where the same are converted into a new product, either with or without the admixture of any other goods or thing whatsoever, and in what ever proportions, we shall have full legal and beneficial ownership of the new product</p> <p>10.1.4 subject to 10.1.6 and 10.1.7 below, the customer shall be at liberty to sell the goods and the new products referred to in 10.1.3 above in the ordinary course of business on the basis that the net proceeds of sale shall be our property and (notwithstanding that any period of credit permitted under the contract may not have expired) the customer shall account to us on demand provided always that the customer shall have no</p> | <p>authority to enter into any contract of sale on our behalf and any contract of sale would accordingly be concluded in the name of the customer</p> <p>10.1.5 where the goods or any new products have been sold by the customer the customer shall at our request and expense assign to us its rights against the sub-purchaser</p> <p>10.1.6 without prejudice to any other remedy that we may have we may at any time revoke the customer's power of manufacture and sale by notice to the customer if the customer is in default in payment of any sum whatsoever due to us (whether in respect of the goods or any other goods supplied at any time by us to the customer or for any reason whatsoever) or if any bill of exchange, cheque or negotiable instrument drawn or accepted by the customer in our favour or at our request is dishonoured on presentation for payment, or if we have bona fide doubts as to the solvency of the customer</p> <p>10.1.7 the customer's power of manufacture and sale shall automatically cease if a receiver is appointed over any of the assets or the undertaking of the customer or if the customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of or makes any arrangement or composition with its creditors or commits any act of bankruptcy</p> <p>10.1.8 Upon the determination of the customer's power of manufacture and sale under 10.1.6 and 10.1.7 above:</p> <p>10.1.8.1 all amounts payable in respect of the goods that have been resold either in their original state or as new products shall immediately become due notwithstanding that any period of credit permitted under the contract may not have expired, and</p> <p>10.1.8.2 the customer shall immediately place the remaining goods and new products at our disposal and we shall be entitled to enter upon any premises of the customer, using force if necessary for the purpose of removing the same and remove the same from the premises (including severance from the realty where necessary). Such return or retaking of possession shall not cancel or otherwise affect this Contract of Sale relating to such goods or the obligation of the customer to complete the purchase and to pay the purchase price in respect thereof (where the same remains outstanding)</p> <p>10.1.9 we may maintain an action for the price of the goods notwithstanding that ownership of them has not passed to the customer</p> <p>10.1.10 we or any person nominated by us shall at any time and from time to time until payment in full for the goods has been made by the customer have full access to all the books of account and documents and papers of the customer relating to any one or more of the following:</p> <p>10.1.10.1 the customer's dealings with us</p> <p>10.1.10.2 the customer's dealings with the goods and new products</p> <p>10.1.10.3 the customer's dealings with the proceeds of the sale of the goods and new products</p> <p>10.1.11 nothing in this Condition shall confer any right upon the customer to return the goods or to refuse or delay payment for them</p> <p>10.2 goods should be insured by the customer (against the risks for which any prudent owner would insure them) and the policy should be held on trust for us</p> <p>10.3 for the purpose of this Condition "the goods" shall mean all goods which are subject of any contract of sale or supply between us and the customer.</p> <p>11 DAMAGE IN TRANSIT AND NON-DELIVERY Where the risk in the goods has not passed to the customer we will accept responsibility</p> <p>11.1 for damage in transit (by repairing or at our option replacing the goods) provided that we are given written notice of such damage within such time and in such manner as will enable us to comply with the carrier's conditions of carriage applicable to damage in transit, and</p> <p>11.2 for non-delivery (by at our option recovering or replacing the goods) provided that where we have notified the customer of dispatch of the goods we are given written notice of non-delivery within such time and in such manner as will enable us to comply with the carrier's conditions of carriage applicable to non-delivery</p> <p>12 PAYMENT BY CUSTOMERS Unless otherwise stipulated payment in full is due 30 days from the end of month of invoice for customers with an agreed credit limit. For any customer without an agreed credit limit, payment in full is required before goods are despatched</p> <p>13 FAILURE TO PAY If the customer fails to make payment when due the amount unpaid shall incur compound interest at the rate of 2.5 per cent per month in respect of the whole or part of each month that the amount outstanding shall remain unpaid provided that we shall be entitled (but not bound) to vary the rate of compound interest from time to time having regard to any fluctuations in the lending rates of United Kingdom Banks.</p> <p>14 GENERAL LIEN Without prejudice to any other remedies we may have in respect of unpaid debts due to us from customers we shall have a general lien on all such customer's goods or property in our possession (whether worked or not) and we shall be entitled on the expiration of 21 days notice in writing to the customer to dispose of such goods or property as we think fit and to apply any proceeds received towards such debts.</p> <p>15 SUITABILITY AND FITNESS 15.1 although we use every effort to ensure that all goods are manufactured to specification it is in all cases, including repeat orders, for the customer to ensure by tests or otherwise, that the goods are fit and suitable for the purpose for which the customer requires them in the conditions in which they will be used</p> <p>15.2 any customer who claims that goods are defective as regards materials or workmanship must give us written notice to that effect and, if requested by us, return the goods to us properly packaged, carriage paid within 30 days of the date of receipt of the goods and in such notice give details of the alleged defect</p> <p>15.3 we will replace goods which we accept are defective either as</p> | <p>regards materials or workmanship provided that they have not been tampered with or subjected to improper treatment and provided that the defects are not as a result of faulty design or incorrect specification by the customer. Goods returned to us and replaced shall become our property</p> <p>15.4 under no circumstances shall we be under any liability for any direct loss, damage or injury to the customer caused by our negligence, and our liability to the customer shall not under any circumstances exceed the purchase price of the goods</p> <p>15.5 under no circumstances shall we be under any liability for any indirect, contingent or consequential loss, damage or injury to the customer, however arising</p> <p>15.6 we shall not be under any liability in respect of any claim made against the customer by any third party, and the customer shall indemnify us against any claims brought by third parties relating to the goods.</p> <p>This condition is in substitution for and (to the extent permitted by English Law) excludes all conditions and warranties as to merchantable quality and fitness implied by statute, common law or otherwise</p> <p>16 CUSTOMER'S FREE ISSUE MATERIALS Unless otherwise agreed in writing our liability for loss and/or damage shall in no circumstances exceed three times the contract price for processing and no claim will be considered for an amount of less than 2.5 per cent of the value of the free issue materials as received by us.</p> <p>17 MANUFACTURING EQUIPMENT Unless otherwise agreed in writing all property rights in all plant, tools, dies, jigs and other special equipment used in the manufacturing process shall remain with us whether or not a charge is made towards their cost.</p> <p>18 CANCELLATION OR VARIATION BY CUSTOMERS 18.1 no order for goods may be cancelled or varied by the customer without our written agreement. If the customer purports to cancel or vary his order without such agreement or refuses to accept delivery and at the time of such purported cancellation or variation or refusal the market price of any item purchased by us for the execution of the order is lower than the price at which we acquired the same, then without prejudice to any other contractual rights that we may have we shall be entitled to charge the customer with the difference. In addition, we shall be entitled to charge the customer with the full cost of manufacture incurred by us up to the date of the purported cancellation, variation or refusal of any goods specifically manufactured to the customer's order, including the costs incurred by us in respect of all items ordered, supplied or manufactured specifically for execution of the order in question</p> <p>18.2 if work on an order is suspended because of the customer's instructions or lack of instructions, we reserve the right to treat such circumstances as a cancellation by the customer</p> <p>19 CANCELLATION BY SELLER We shall be entitled to cancel the contract by written notice and without prejudice to any other rights which we may have if:</p> <p>19.1 the customer shall go into liquidation</p> <p>19.2 the customer shall have an administration order made against it</p> <p>19.3 a distress or execution is levied or enforced upon any of the property of the customer and is not paid out or discharged within 14 days</p> <p>19.4 an encumbrancer takes possession or a receiver is appointed of the undertaking of the customer or any of his property, or the customer stops payment or ceases or threatens to cease to carry on his business or pay his debts as and when they fall due.</p> <p>20 FORCE MAJEURE. In the event of the normal course of manufacture or delivery of the goods being prevented, interrupted, hindered or delayed by any cause whatsoever beyond our control, or by a lockout by us of our own employees, we shall have the option without incurring liability to the customer, either to defer the date of dispatch or, according to the nature and extent of such supervening event, to cancel the order on the terms referred to in Condition 18.</p> <p>21 INDUSTRIAL PROPERTY 21.1 we will accept no liability (to the extent permitted by English Law) for any claims made against a customer for any infringement of patent rights, of registered or unregistered designs or copyright involved in the use, resale or offering for resale of the goods either as originally sold by us or otherwise where we execute the order in accordance with the customer's designs, plans or specifications, the customer shall indemnify us against all losses, damages, expenses, costs or other liability arising from any claims made against us for infringement or alleged infringement of any third party's patent or other proprietary right arising therefrom.</p> <p>22 DISCLOSURE OF INFORMATION We may transfer personal information about you to those we may appoint to administer your account or recover amounts owing. This may include, for example, passing information about you to our insurers, debt recovery agents or solicitors should you fail to pay us.</p> <p>23 SEPARATE DELIVERIES Where the contract is for the sale of goods by a number of separate deliveries to be separately paid for, a breach affecting one delivery shall not affect any other provided that for so long as payment for any delivery has become due and is unpaid, we shall not (without prejudice to our rights under Condition 19) be liable pending payment to make any further delivery pursuant to the contract</p> <p>23 PROPER LAW The construction, validity and performance of all our contracts shall be governed by English Law and by the non-exclusive jurisdiction of the English Courts.</p> <p>24 HEADINGS The headings to the paragraphs of these Conditions are inserted for convenience or reference only and shall not affect their interpretation.</p> <p>Without prejudice to the generality and importance of all the above Standard Conditions of Sale, we draw the customer's attention particularly to Conditions 8, 9, 10, 13, 14 and 23 which define certain of our contractual rights in the event of non-payment.</p> |
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