

Application for credit facility with Hetta

Unit 9, Taurus Park, Gemini, Warrington WA5 7TZ



Account name:

Contact name:

Address:

Telephone no:

Fax:

Email address:

Accounts contact name:

Accounts email address:

Style of organisation (e.g. Limited, sole trader etc):

If a sole trader/partnership, please provide home address(s) and telephone no.

VAT registration no:

Company registration no:

Nature of business:

Date trade commenced:

Credit limit applied for:

£

This credit limit reflects the maximum amount of credit allowed at any one time.

References

Bank name:

Telephone no:

Trade references

Company name/contact name/telephone no:

Company name/contact name/telephone no:

I/we confirm that I/we have read and accept the terms and conditions of sale attached. I/we understand that all orders will be placed on those terms (or any terms later adopted by you and notified to me/us in writing).

I/we confirm that the information given in this application for a credit facility is in all respects true and accurate.

Data Protection Act 1998 Notice - Words shown in bold are defined in the Data Protection Act 1998 ("the Act").

Where I provide you with **personal data** ("data"), I understand that the data will be held securely, in confidence and **processed** for the purpose of carrying out your business and associated activities ("Activities"). In considering my application, I accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ("third parties") and that such third parties may process the data. I understand that under the Act I have a right to know what data you hold on me if I apply to you in writing and pay the applicable fee.

Authorised signature:

Position:

Name in block capitals:

Date:

Please include a copy of your company letterhead with your application.

Terms and Conditions



Terms of Business

All orders are accepted by Hetta Systems, subject to the following conditions of sale:

Payment

For sales within the UK shall be on nett monthly terms, subject to satisfactory references, due 30 days from month following the date of invoice.

Late payment – Interest may be charged at an annual rate equal to the current lending rate plus 3% on all outstanding balances. The ownership of the goods to be delivered by Hetta Systems will only be transferred to the Purchaser when he has met all that is owing to Hetta Systems.

Until payment as aforesaid the relationship of bailor and bailee shall subsist between the parties. Until the date of payment the Purchaser, if Hetta Systems so desires, is required to store the goods in such a way that they are clearly the property of Hetta Systems.

Nevertheless, the Purchaser shall be entitled to sell the goods either in their original state or incorporated into other products as agents of Hetta Systems. But in these circumstances the title of the goods shall remain with Hetta Systems. And the Purchaser shall remain accountable for the proceeds of sale thereof.

No Extended Credit Allowed

Retention of Title – notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the Seller until the Seller has received payment of the full price of (a) all Goods and/or Services the subject of the Contract and (b) all other Goods and/or Services supplied by the Seller to the Buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer.

Ordering

Hetta Systems will only process orders sent by email or fax, complete with a purchase order. Orders must be made by 3 :30pm for next day delivery, unless otherwise agreed by Hetta Systems in advance.

Order Cancellation

Cancellation of an order can only be accepted after prior negotiation and agreement. On no account can cancellation be accepted for items ordered on the Customer's behalf.

Returns

No returns except "under guarantee" replacements are accepted without our consent. Goods returned "not wanted" or "incorrectly ordered" will only be accepted in original packaging and a 20% handling charge will apply. We do not accept any returns unless a returns number has been obtained. This number must be quoted on the returned item.

Shortages and Damages

Claims for shortages or damage to goods will not be accepted unless notified to Hetta Systems within 7 days from date of delivery of the goods. Full details of the circumstances on any loss must be given and packaging retained.

Availability

Generally, by return. Hetta Systems will use its best endeavours to deliver by the date specified but shall be under no liability whatsoever for delay or the consequence thereof however caused.

Technical Advice

Warranty shall not be affected by and no obligation or liability shall result from providing technical advice or service in connection with the Customer's order or the goods supplied.

Remedies and Damages

Hetta Systems shall not incur any liability for products supplied under warranty unless:

- (a) Hetta Systems is promptly notified in writing upon discovery by the customer that such goods do not conform to the warranty; and
- (b) The alleged defective goods are returned to Hetta Systems carriage prepaid; and
- (c) Examination by Hetta Systems of the goods shall confirm that the alleged defect lies with the goods and has not been caused by misuse, neglect, method of storage, faulty installation, handling, testing or repair, or by alteration or accident.

Hetta Systems shall not be liable for incidental or consequential damages for any breach hereof, including but not limited to costs or removal and re-installation of goods, loss of goodwill, loss of profits or loss of use.