

Contact details of outlet

Name/Trading Title:	
Address:	
Postcode:	
VAT No:	
Tel:	Email:
Fax:	Website:

Registered office

Address:	
Postcode:	
Company No:	Are you a Limited Company? Yes <input type="checkbox"/> No <input type="checkbox"/>
Tel:	
Email:	

Proprietor/Partners details

(Names and private address of all directors/partners)

Principal contact name:	
Parts contact:	
Accounts contact:	
Trading since:	Trading at this address since:

Please provide two independent trade references. These will be contacted to provide/confirm trading history.

Trade reference (1)

Name/Address/Postcode:
Email:

Trade reference (2)

Name/Address/Postcode:
Email:

Authorisation

Signed:
Name:
Date:



WILLIAM HOUSE - GORE ROAD
NEW MILTON - HANTS - BH25 6RJ

TEL: 01425 620580

FAX: 01425 621915

accounts@tranam.co.uk

tranam.co.uk

The signee above agrees to the standard Terms and Conditions of Sale.

1. DEFINITIONS

In these conditions of Sale:-
 the "Company" means TranAm Limited.
 the "Conditions" means these Conditions of Sale.
 the "Purchaser" means the company, firm or individual who buys or has agreed to buy the Goods.
 the "Quotation" means the quotation addressed to the Purchaser by the Company.
 the "Goods" means any item whatsoever nature which the Purchaser buys of has agreed to buy from the Company on the Conditions.
 the expression, "liability whatsoever" shall include, without prejudice to the generality of the expression, liability in tort (including negligence) and in contract, including liability for consequential loss (including loss of profit) or damage of any kind howsoever caused or arising.

2. (a) Unless otherwise stated acceptance of the Quotation must be communicated by the Purchaser to the Company within 28 days from the date of the Quotation in order to constitute a binding contract.
- (b) The placing of an order (whether orally or in writing) and whether or not based on a Quotation shall be deemed to be subject to the Conditions which shall apply to the exclusion of any provisions contained in any other document Issued by the Purchaser and, in particular, but without prejudice to the generality of the foregoing, contained in any order sent by the Purchaser.
- (c) No modification or amendment of the Conditions shall be binding upon the Company unless agreed to in writing by someone duly authorised on behalf of the Company.
- (d) Unless otherwise stated in writing all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained In the Company's catalogues, brochures, price lists and other published matter are approximate only and none of these form part of any contract or give rise to any independent collateral liability upon the part of the Company being intended merely to present a general idea of the Goods are described therein.
- (e) A condition of the use of account facilities with the Company, is that all details relating to the Purchaser's business are required on the Company's Credit Application Form, including personal details of the executives of the Purchaser's business. These details should be kept updated at all times and any changes notified to the Company immediately. Failure to do so may render the Purchaser's account to be closed.

3. PRICE

Unless otherwise stated the price for the Goods in respect of:-

- (a) Contracts for delivery do not necessarily include the cost of carriage. For specific carriage charge details, please refer to the current trade price list. VAT and all applicable taxes and duties shall be determined at the date of despatch and shall be payable by the Purchaser.
- (b) The purchaser shall not be entitled to make any deduction from the price of the Goods in respect of any set-off or counter-claim unless both the validity and the amount thereof have been expressly admitted by the company in writing.

4. TERMS OF PAYMENT

- (a) Failure to pay the price or any part thereof or any other monies payable by the Purchaser hereunder will also entitle the Company at its option and without prejudice to any other right or remedy to refuse to make delivery of any further consignment of Goods under this contract or goods under any other contract or to cancel any uncompleted orders without incurring any liability whatsoever to the Purchaser for any delay.
- (b) Where a payment is made by cheque, it shall not be deemed to have been made until the cheque has been honoured by the drawer's bank. Should the cheque not be honoured, the Company reserves the right to pass on all relevant Bank Charges incurred.
- (c) A charge of £10 plus VAT will be levied each time that any cheque, direct debit, standing order or other instrument of payment by the purchaser to the Company is dis-honoured or cancelled, or payment recalled.
- (d) If any invoice is not paid on the due date for payment the purchaser will pay interest at the rate of 5% per annum over the Bank Base Rate from time to time current on the amount unpaid from the date of when it should have been paid until it is paid.
- (e) If payment is overdue in whole or in part then the whole of any amount outstanding to the Company from the purchaser shall immediately become payable whether or not such monies would have been due at that time.
- (f) Payment is due at the end of the month following invoice date.

5. PASSING OF RISKS

All risks shall pass to the customer on delivery to or in accordance with the customers instructions or in the case of carriage other than by the company's vehicle on delivery to the carrier. It shall be the responsibility of the customer to arrange adequate insurance against all relevant risks.

6. COMPANY'S RIGHT OF CANCELLATION

If the buyer should make any default in or commit any breach of any of its obligations or if any distress of execution shall be levied on the buyer's property or assets or if the buyer shall make or offer to make any arrangements or composition with its creditors, commit any act of bankruptcy becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the buyer, or the buyer ceases or threatens to cease to carry on business, or the company reasonably apprehends that any of the events mentioned above is about to occur and notifies the buyer accordingly, or if any petition or receiving order in bankruptcy shall be presented or made against the resolution or petition to wind up the buyer's business shall be passed or presented or if a Receiver of the buyer's undertaking property or asset or any part of thereof shall be appointed. The company shall have the right forthwith to determine any contract then subsisting and to cancel any outstanding delivery or deliveries and to stop any goods in transit, but all without prejudice to any other right to which the company may have, 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.

7. PASSING OF TITLE IN GOODS (INC "ALL MONIES CLAUSE")

- (a) Unless otherwise stated in writing, any and or all goods supplied by the company to the Customer shall be and remain the property of the Company until all monies due in respect of any good supplied to the Customer at any time have been paid in full. Until such time as such payment has been received by the Company, legal and beneficial ownership in any such goods shall remain with the Company, and shall not pass to the Customer or to any sub-purchaser. Further, the Customer shall hold such goods as bailee, store them in such a way that they can be identified as the property of the Company and keep them separate from the Customer's own property and the property of any other person or business.
- (b) Although all goods remain the property of the Company until paid for, they shall be at the Customer's risk from time of delivery or collection and the Customer shall hold the proceeds of any insurance against loss or damage on behalf of the Company as trustee for the Company.
- (c) The Customer's right to possession of the goods shall, for the purposes the instant clause (15), cease if:
 - (i) Upon presentation to a bank of any cheque tendered in respect of payment for good it is returned dishonoured; or
 - (ii) The Customer has not paid for the good in full by the expiry of any credit period allowed by the company; or
 - (iii) The Customer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement; or
 - (iv) A receiver, liquidator or administrator is appointed in respect of the Customer's business; or
 - (v) An encumbrancer takes possession of any of the property or assets of the Customer or,
 - (vi) The Customer ceases, or threatens to cease, to carry on business; or

(vii) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly. On cessation of the Customer's right to possession of the goods pursuant to the sub-deuce immediately aforementioned, the Customer shall at his own expense make the goods available to the Company and allow the Company to repossess them. Further, the Customer hereby grants the Company its agents and employees an irrevocable licence (such licence to subsist notwithstanding termination of contract for any reason) to enter any premises where the goods are stored in order to repossess them or inspect them at anytime.

8. DELIVERY

- (a) Unless otherwise stated in writing anytime or date for the delivery shall run from the date on which acceptance of the order is communicated to the Purchaser.
- (b) The company will make all reasonable endeavours to effect deliver on the date stated but at any time or date stated for delivery is given and intended as an estimate only and shall not be of the essence.
- (c) Delivery of goods shall be deemed to have taken place upon the first point in time of any of the events specified in condition 5 above.
- (d) Signature of any delivery note by an agent, employee, or representative of the Purchaser or by any independent carrier shall be conclusive proof of the delivery of the Goods. Section 38 of the Sale of Good Act 1893 shall not apply.
- (e) Without prejudice to any rights of the company hereunder, if the Purchaser shall fail to give on or before the agreed date of delivery all instructions reasonably required by the company, and all necessary documents, licenses, consents and authorities (which the Purchaser is obliged under the Conditions or by law to obtain) for forwarding the Goods or shall otherwise cause or request delay, the Purchaser shall pay to the company all costs and expenses incurred arising from such delay.
- (f) Unless otherwise stated in writing the company shall be entitled to make partial deliveries or deliveries by installments and to determine the route and manner of delivery of the Goods and shall for the purposes of Section 32(2) of the Sale of Goods Act 1893 be deemed to have the Purchaser's authority to make such contract with any carrier as to the company may seem reasonable. If the route involves sea transit, the company shall not be obliged to give the Purchaser the notice specified in Section 32(2) of the Sale of Goods Act 1893. The company will, however, at the request of the Purchaser and for the account of the Purchaser, arrange marine insurance of the Goods and report shipment of the goods to the insurers but shall not be under liability whatsoever for any error in complying with such request or omission to do so.
- (g) If the Company is prevented from making delivery of the Goods or any part thereof on the agreed date of delivery by any cause whatsoever the company shall be entitled at its option either to cancel the contract or extend the time or times for delivery by a period equivalent to that during which such delivery has been prevented. With prejudice to the generality of the foregoing, industrial or strike actions by the Company's employees shall be deemed to be a cause outside the Company's control.
- (h) Where delivery of goods is made in installments, each installment shall be construed as constituting a separate agreement to which all the provisions of the Conditions shall (with necessary alterations) apply.
- (i) Shortage or damage must be notified in writing within 7 days.

9. RETURN

The company cannot accept the return of Goods which have been supplied in accordance with a contract except in exceptional circumstances and then only with prior written agreement. The company accepts no liability whatsoever for Goods returned to it in any other circumstances and such Goods will be re-dispatched at the Purchaser's risk and expense and the Purchaser shall indemnify the Company in respect of any storage, carriage or other charges paid or incurred by the Company in connection with the wrongful return of such Goods.

10. CARRIAGE CHARGES

For specific carriage details, please refer to the current trade price list available on application.

11. CHANGES

Changes required by the Purchaser causing loss or expense to the company. All or any loss or expense occasioned to the company by changes required by the Purchaser in materials, design, quantities or delivery from those on which the acceptance of the order was based shall be made good to the company by the Purchaser.

12. CANCELLATION

The company shall be entitled to full indemnity if the Purchaser cancels an order which the company has accepted. Orders accepted by the company may not be cancelled by the Purchaser without the companies prior written consent, and in the event of such consent being given, the company reserves the right to charge a cancellation fee as a condition thereof. After despatch goods may not be returned to the company without prior written consent, and in the event of the company giving such consent (subject to the goods not having deteriorated, depreciated or been damaged), the company reserves the right as a condition of such consent to charge a restocking fee equivalent to 20% of the purchase price of the goods. Special orders cannot be returned unless the goods are faulty.

13. INDEMNITY AGAINST INFRINGEMENT OF INDUSTRIAL PROPERTY RIGHTS

The Purchaser will fully indemnify and hold the company harmless against any claim or liability in respect of any infringement or alleged infringements of any Patent Trade Mark, Registered Design or any other like claim resulting from compliance with the buyer's instructions, express or Implied.

14. FORCE MAJEURE

Notwithstanding any other provisions hereof, should the manufacture, processing, apply or despatch of the whole or any part of the goods contracted for, be prevented or hindered by any cause whatsoever beyond the Company's control, the Company shall be entitled either to cancel the contract or to postpone or suspend any delivery or deliveries under the contract, until in the Company's judgement such cause has ceased to operate. The Company shall not be under any liability whatsoever in respect of any such cancellation, postponement or suspension. Without limiting the generality of the cause or causes referred to above, the same shall include war, fire, accident, breakdown of plant or machinery, strikes and lockouts (whether affecting the Company's works or those of supply contractors or carriers) non-delivery or delay of any materials and any other circumstances which directly or indirectly interrupt, prevent or hinder the due performance of the contract.

15. LAW AND JURISDICTION

The Law of England shall apply and the English courts shall have sole jurisdiction in respect of any claim or dispute in any way arising from the sale of goods or the supply of services under these terms by the company to any customer in any part of the world. But the company shall be entitled to institute legal proceedings for recovery of monies due to the company in any appropriate court in the country to which the goods have been exported. E.&OE.

Authorisation

Signed:

Name:

Date: