



SCATTERGOOD & JOHNSON LTD
ELECTRICAL ENGINEERING & FLUID CONTROL DISTRIBUTORS



For our branches and all other information, see:
www.scatts.co.uk

Credit Application

Please complete all relevant fields in BLOCK CAPITALS, sign and return to:

Scattergood & Johnson Ltd, Lowfields Road, Leeds, LS12 6ET.

Tel: 0113 243 0203, Email: accounts@scatts.co.uk, Fax: 0113 243 6156 (Accounts), Fax: 0113 242 0959 (General)

Full Company Name _____ **Company Registration No.** _____

Company VAT No. _____ **Nature of Business** _____ **Approx. No. of Employees** _____

Delivery Address

Post Code _____
Tel _____ Fax _____

Invoice Address (if different to delivery address)

Post Code _____
Tel _____ Fax _____

Statement Address (if different to invoice address)

Post Code _____
Tel _____ Fax _____

Email Details

Buyers Email _____ Engineers Email _____ Accounts Email _____

Please select the product groups in which you are interested:

- Automation
 Industrial Consumables
 Safety
 Pneumatics & Process
 Hazardous Areas
 Motor Control Gear & Circuit Protection
 Switching & Sensing

Trade References

1. Name _____
Tel _____ Fax _____
Email _____
2. Name _____
Tel _____ Fax _____
Email _____

Bank Name and Address

Post Code _____
Monthly Credit Required £ _____

Payment Declaration

We, agree to make payments for any debt incurred at the end of each month following the date of invoice and accept the terms and conditions attached to this application.

Signature _____
Name _____ Date _____
Position _____

CONDITIONS OF SALE

1. GENERAL

- 1.1 "The Company" means Scattergood & Johnson Limited and "the Customer" means the person, firm or company to whom a quotation is addressed or whose order is accepted by the Company. "Goods" means the goods the subject of such quotation or order. "Conditions" means these Conditions of Sale. "Contract" means the contract for the sale of Goods by the Company to the Customer governed by these Conditions.
- 1.2 All prices quoted by the Company are based upon these Conditions and reflect the limitations upon the Company's liability which they contain. Should any Customer wish to contract with the Company otherwise than on the terms of such Conditions special arrangements can be made and a revised price quoted by the Company.
- 1.3 In the absence of any such special arrangement (which shall not bind the Company unless made in writing and signed on the Company's behalf by a person duly authorised for that purpose) all quotations given and all Contracts made by the Company and any additions or amendments thereto shall be subject to these Conditions which supersede and shall be taken to override any terms or conditions proposed or stipulated by the Customer.
- 1.4 No agent or salesman of the Company has authority to give any guarantee or warranty on behalf of the Company or to transact business other than on the (unamended) terms of these Conditions.

2. LIMITS OF CONTRACT

No binding contract is created until an order is accepted by the Company and all prior correspondence or oral communications are to be regarded as superseded and not forming part of the Contract or Conditions. Prices quoted are subject to revision for errors and omissions at any time.

3. TECHNICAL DATA

All drawings, descriptive matter, price lists or advertisements, whether or not supplied with a quotation or tender are approximate only and intended merely to give a general idea of the Goods described therein and shall not form part of the Contract.

4. PRICE

- 4.1 The price of Goods shall subject to Condition 4.2 be the price appearing in the price lists maintained by the Company on the date of receipt of the Customer's order unless a price has otherwise been confirmed in writing to the Customer by the Company or the provisions of Condition 6.3 apply to part of the order.
- 4.2 If there shall be any increase in the manufacturers list price for any Goods that become the subject of a Contract between the Company and the Customer before the Company is able to make delivery to the Customer the price for such Goods shall be adjusted to the manufacturers list price then prevailing.
- 4.3 The price of the Goods shall be subject to the addition of Value Added Tax and other applicable taxes and the cost of any special packing required by the Customer.
- 4.4 Any increase in costs or expenses arising from any act or omission or any special requirements of the Customer including production of appropriate certification or any modifications made at the Customer's request may, at the Company's option, be charged to the Customer.

5. VARIATIONS TO SPECIFICATION

The Company reserves the right to offer alternative components or materials when the components or materials specified are not readily available.

6. DELIVERY

- 6.1 Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to cancel the Contract for failure to meet the delivery time stated but where delivery is more than 90 days late the Customer shall be entitled to claim compensation subject to Condition 12 for such failure to deliver.
- 6.2 Unless otherwise agreed in writing delivery shall be made at the premises of the Company. Subject to Condition 6.4 the risk in the Goods shall pass to the Customer upon delivery which shall be deemed to be whichever shall be the appropriate of the following:
- 6.2.1 if collected by or on behalf of the Customer (including collection by a courier or other agent of the Customer) at the point in time when possession is given to the Customer or to the Customer's representative;
- 6.2.2 if despatched to the Customer on a vehicle owned or operated by the Company or by a carrier instructed by the Company at the point in time when the Goods are taken from the delivery vehicle.
- 6.3 The Company may deliver the Goods in instalments and invoice the Customer as if each instalment comprised a separate Contract upon the terms of these Conditions.
- 6.4 If delivery of the Goods is delayed through any act or omission of the Customer or the Customer fails to take delivery of any one or more instalments of Goods delivered on the due date, the Company shall be entitled to terminate the Contract in whole or in part and/or put the Goods into storage at the Customer's risk and expense.

7. LOSS OR DAMAGE IN TRANSIT

- 7.1 The Company shall not in any event be liable for any loss of or damage to the Goods whilst in transit unless consigned to the Customer on the Company's vehicle or if sent to the Customer by independent carrier instructed by the Company and written notice of such loss or damage is given to the Company by the Customer (a) in the case of loss of or damage to Goods delivered to the Customer within three days of the date of delivery or (b) in the case of Goods not delivered within seven days of the date upon which the Customer is notified that the Goods have been consigned for delivery. Provided that if the Customer proves (i) that it was not reasonably possible for him to give such notice to the Company within the period specified by these Conditions and (ii) that notice was still given within a reasonable time, the Company shall not be entitled to rely on the time limits stipulated by this Condition.
- 7.2 The Company shall not in any event be liable for any loss of or damage to the Goods where the Goods are transported by an outside freight carrier unless the Customer has complied in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit and provides reasonable assistance to the Company in the conduct of any enquiries that arise out of such loss or damage.
- 7.3 Any liability which the Company may incur for loss of or damage to the Goods whilst in transit shall in no case exceed the invoice value of the Goods and in no circumstances shall the Company be liable for any indirect or consequential loss or for loss of profits however caused.

8. PAYMENT

- 8.1 Unless otherwise agreed in writing, all accounts shall be paid net (in pounds sterling or at the sole discretion of the Company in Euros) at the Company's registered office. Cheques and money orders shall be made payable to or to the order of the Company. Only the Company's official receipt will be treated as valid.
- 8.2 The Company shall be entitled to charge interest on all overdue accounts at a rate of four per cent above the current base lending rate from time to time of Lloyds Bank Plc on the amount outstanding compounded at quarterly interest calculated from the date of the invoice to the date payment is made. An account shall for this purpose be deemed to be overdue if payment shall not have been made in full by the last day of the month following the month of the Company's invoice.
- 8.3 Notwithstanding Condition 8.1 the Company shall without prejudice to its other rights have the right by notice in writing to the Customer to demand immediate payment of all monies due from the Customer to the Company for any Goods delivered at any time and where the Customer defaults in payment the Company shall be entitled to suspend any or all further deliveries of Goods under the Contract or under any other Contract between the Company and Customer. The Customer shall pay all the Company's costs, charges and expenses directly or indirectly incurred in obtaining or otherwise enforcing payment of the same.

9. PASSING OF PROPERTY

- 9.1 Title to the Goods shall only pass to the Customer upon the happening of any one of the following events:-
- 9.1.1 the Customer having paid to the Company all sums (including any default interest) due from it to the Company under contracts made after this Contract whether or not the same are immediately payable; or

9.1.2 the Company serving on the Customer notice in writing specifying that title in the Goods has passed.

- 9.2 The Company may recover Goods in respect of which title has not passed to the Customer on whichever is the earliest of the following dates:-

9.2.1 on the expiration of any agreed period of credit in relation to the Goods;

9.2.2 if the Customer, being a Company, does anything or fails to do anything which would entitle a creditor to appoint a receiver to take possession of any of the Customer's assets or which would entitle any person (including the Customer itself) to present a Petition for winding up the Customer or to propose an application for an administration or voluntary arrangement in relation to the Customer under the Insolvency Act 1986 or if a resolution is passed for the winding up of the Customer (otherwise than for the purposes of amalgamation or reconstruction whilst solvent) or if the Customer ceases or threatens to cease to carry on its business by reason of insolvency or approaching insolvency or otherwise or if anything analogous to any of the foregoing under the law of any jurisdiction occurs to the Customer.

9.2.3 in any event, if distress or execution is levied against any of the Customer's assets or if a judgement against the Customer remains unsatisfied for more than 7 days and the Customer irrevocably licenses the Company, its officers, employees and agents to enter upon any premises of the Customer, with or without vehicles, for the purpose either of satisfying itself that Condition 9.3 below is being complied with by the Customer or of recovering any Goods in respect of which title has not passed to the Customer.

- 9.3 Until title to the Goods has passed to the Customer under these Conditions it shall possess the Goods as fiduciary agent and bailee of the Company. If the Company so requires, the Customer shall store the Goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Company.

- 9.4 Notwithstanding that the property in the Goods has not passed to the Customer, the Company shall be entitled to maintain an action for the price of the Goods.

- 9.5 Each paragraph and sub-paragraph of this Condition is separate, severable and distinct.

10. CANCELLATION OF DELIVERIES

- 10.1 Cancellation of any order accepted by the Company cannot be made without the Company's consent in writing.
- 10.2 If the Company accepts a cancellation by the Customer in relation to any or all of the Goods, the Company shall be entitled to charge an administration charge to reflect the costs and expenses incurred by the Company up to the time of cancellation including payment to cover the Company's loss or other damage resulting.

11. GUARANTEE

- 11.1 The Company undertakes to procure the repair or replacement, at the option of the Company, of any Goods which are shown to be defective in materials or workmanship within the Relevant Period (as defined below), provided that the Company shall be under no liability under the said guarantee if (a) the Customer has not paid in full for the Goods or (b) the Customer has executed or attempted to execute repairs or alterations to the Goods which are not authorised by the Company or has failed in any other respect to adhere strictly to the terms hereof or (c) the Company has not been notified of any defect within one month of the defect becoming apparent.
- 11.2 In these Conditions the Relevant Period shall mean the period of warranty or guarantee given by the manufacturer concerned to the Company but shall in any event not exceed 12 months unless the Company shall have otherwise agreed in writing.

12. EXCLUSION OF LIABILITY

- 12.1 The provisions of Condition 11 are in substitution for all express or implied representations, conditions and warranties statutory or otherwise as to (a) the state, quality, fitness for purpose or performance of the Goods and (b) the standard of the Company's workmanship and the state, quality, fitness or performance of any materials used in connection therewith and all such representations, conditions and warranties are hereby expressly excluded.
- 12.2 Nothing in these Conditions shall limit or restrict the Company's liability for death or personal injury resulting from negligence of the Company nor does the Company limit or restrict its liability for fraudulent misrepresentation.
- 12.3 The Company shall under no circumstances whatever be liable for losses special to the particular circumstances of the Customer, indirect or consequential losses or for loss of profits, damage to property or wasted expenditure.
- 12.4 Without prejudice to the other provisions of this Condition, the Company's liability, whether in respect of one claim or the aggregate of various claims shall not exceed the Contract price of the Goods.
- 12.5 The price of the Goods is based on the assumption that the liability of the Company and Customer are as set out herein. The Customer is advised to insure against any risk not accepted by the Company.

13. LIEN

The Company shall have a general lien in respect of all sums due from the Customer upon all Goods to be supplied to such Customer or upon work which has been done on the Customer's behalf and, upon 14 days written notice to the Customer, may sell such Goods and apply the proceeds towards the satisfaction of the sums due to the Company.

14. INDEMNITY

- 14.1 If any of the Goods supplied by the Company to the Customer:
- 14.1.1 have been manufactured to the designs or other specific requirements of the Customer and the Company has not expressly in writing agreed to accept responsibility for such design or other specific requirement; or
- 14.1.2 have been subjected to any modification or other alteration whilst in the possession or control of the Customer; and (in either case) the Company is held liable for any loss or damage or injury caused to or suffered by any third party directly or indirectly as a result of such matter then the Customer shall forthwith indemnify the Company for the loss arising to the Company arising therefrom.

15. PRODUCT RECALL

The Customer undertakes to establish and maintain in its possession for a period of not less than ten years reasonable records of its dealings in the Goods and if requested to do so by the Company shall provide every reasonable assistance required by it by the Company for the purpose of implementing the product recall procedures of the Company.

16. TRADE MARKS

All trade marks, registered or unregistered design rights, copyright, confidential information, know-how and other intellectual property rights of any nature ("Intellectual Property") in all Goods or services supplied by the Company are owned by the Company or its suppliers. The Company reserves the right at any time to require the Customer forthwith to discontinue the use in any manner whatsoever of any such trade marks or other Intellectual Property.

17. FORCE MAJEURE

If the performance of the Contract by the Company shall be delayed by any circumstances or conditions beyond the control of the Company the Company shall have the right at its option (a) to suspend further performance of the Contract until such time as the cause of the delay shall no longer be present or (b) to be discharged from further performance of the Contract and if the Company exercises such right the Customer shall thereupon pay the Contract price less a reasonable allowance for what has not been performed by the Company.

18. SEVERANCE

If any condition herein shall be deemed void for any reason whatsoever, but would be valid if part of the wording thereof were deleted any such condition shall apply with such modifications as may be necessary to make it valid and effective.

19. WAIVER

Failure by the Company to enforce any of these Conditions shall not be construed as a waiver by the Company of such Conditions or any other Conditions and the Company shall be entitled to enforce any such breach at any time.

20. THIRD PARTIES

A person who is not a party to the Contract shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of these Conditions or the Contract. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

21. LEGAL CONSTRUCTION

This Contract and these Conditions shall be construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.