

Buck & Ryan

FINE TOOLS AT THE RIGHT PRICES

Please Return To:
 Accounts Department
 Ancatown Limited
 1111-1115 London Road
 Leigh On Sea
 Essex
 SS9 3JL

Accounts Telephone (01702) 480086

Fax: (01702) 711968

FULL NAME & TRADING STYLE	
FULL ADDRESS	NATURE OF THE BUSINESS (PLEASE STATE WHETHER LTD CO. / PARTNERSHIP ETC.)
ADDRESS OF REGISTERED OFFICE (IF DIFFERENT TO ABOVE)	NAME OF DIRECTOR/S
TELEPHONE NO: (WITH STD CODE) _____ -- _____	FAX NO: (WITH STD CODE) _____ -- _____
EMAIL ADDRESS:	MAXIMUM AMOUNT OF CREDIT REQUIRED £
PLEASE GIVE TWO BUSINESS REFERENCES INCLUDING TELEPHONE & FAX NUMBERS. 1	2
NAME & ADDRESS OF BANKERS	ACCOUNTS CONTACT
I/WE WISH TO OPEN A MONTHLY ACCOUNT. I/WE AGREE TO PAY BY THE END OF THE MONTH FOLLOWING THE SUPPLY OF GOODS. I/WE AGREE TO THE TERMS & CONDITIONS ENCLOSED (SIGNED COPY OF WHICH TO BE RETURNED).	
SIGNATURE	DATE:
SPECIAL INSTRUCTIONS – OFFICE USE ONLY	

ANCATOWN LIMITED - STANDARD TERMS & CONDITIONS OF TRADING

DEFINITION

In these conditions:

“Seller” means ANCATOWN LIMITED T/A BUCK & RYAN whose Registered office is at 137-143 HIGH STREET, SUTTON, SURREY SM1 1JH.

“Buyer” means the person, body of persons, firm or company who accepts the quotation of the Seller for the sale of goods or whose order for the goods is accepted by the seller.

The seller is a member of the Group of companies whose holding company is **ANCATOWN LIMITED** and accordingly the Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its Group provided that any act or omission of any such other member shall be deemed to be the act or omission of the seller.

ORDERS AND SPECIFICATIONS

The Buyer shall be liable for ensuring the accuracy of any order for goods placed with the Seller and no variation to these conditions shall be binding unless agreed in writing between the Buyer and authorised representative of the Seller.

Implementation, execution and compliance with any order does not imply acceptance of the Buyer’s Terms and conditions of Trading which are hereby expressly excluded.

PRICE OF GOODS

The price of the goods shall be the Seller’s quoted price or if no price has been quoted the price listed in the Seller’s price list current at the date of acceptance of the order which is valid for 30 days or earlier acceptance by the Buyer, after which time prices may be altered by the Seller without notice to the Buyer.

Unless otherwise agreed in writing all prices quoted or listed by the Seller are exclusive of Value Added Tax which the Buyer shall be additionally liable to pay to the Seller.

The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the goods to reflect any increase in the cost to the Seller due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the cost of labour, etc.), any change of delivery dates, quantities or specifications or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate instructions.

Except as otherwise stated the Seller reserves the right to amend quoted or listed prices, typographical or accidental errors, omissions on orders, quotations, acknowledgements and invoices at any time without notice or liability. The Buyer shall not be entitled as a consequence thereof or howsoever otherwise to make any deductions from the price in respect of any other account, set-off or counterclaim.

TERMS OF PAYMENT

The Seller shall be entitled to invoice the Buyer for the price of the goods on or at any time after delivery, unless it has been agreed that the goods will be collected by the Buyer or the Buyer wrongfully fails to take delivery, in which event the Seller reserves the right to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the goods are ready for collection of the Seller has tendered delivery.

TIME IS OF THE ESSENCE FOR PAYMENT OF THE PRICE OF THE GOODS, THE BUYER SHALL MAKE PAYMENT OF THE PRICE OF THE GOODS UPON DELIVERY OR AT THE END OF THE MONTH FOLLOWING INVOICE (“DUE DATE”) NOTWITHSTANDING THAT DELIVERY MAY NOT HAVE TAKEN PLACE OR THAT THE PROPERTY IN THE GOODS HAS NOT PASSED TO THE BUYER. If the Buyer fails to make payment on the due date the Seller shall, without prejudice to any other remedy available, be entitled to:-

- a) repudiate the Contract or suspend any further deliveries.
- b) appropriate any payment made by the Buyer to such of the goods (or the goods supplied under any other contract made between the Buyer and the Seller) as the Seller
- c) charge the Buyer interest (both before and after any Judgement) on any unpaid amount at the rate of 3 per cent per annum above the base rate of Barclays Bank from time to time from the due date until full payment of the unpaid goods is received in cleared funds by the Seller and
- d) charge the Buyer all costs, fees or commission incurred by the Sell in instructing its collection agents, IPL Commercial Investigations, to recover any unpaid monies.

The cost of any pallets and returnable containers will be charged to the Buyer in addition to the price of the goods, but provided they are returned undamaged to the Seller before the due date of payment full credit therefore will be given to the Buyer.

DELIVERY

Delivery of the goods shall be effected by the Buyer collecting the goods from the Seller's premises at any time after the Seller has notified the Buyer that the goods are ready for collection or if a destination for delivery has been agreed by the Seller delivering the goods to that destination.

TIME SHALL NOT BE OF THE ESSENCE FOR ANY DELIVERY DATES QUOTED BY THE SELLER ITS EMPLOYEES OR AGENTS WHICH MUST BE TREATED AS APPROXIMATE ONLY AND THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM ANY DELAY IN DELIVERY OF THE GOODS HOWSOEVER CAUSED.

If the Seller fails to deliver the goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault the Seller's liability shall be limited to the excess if any of the cost to the Buyer in the cheapest available market of similar goods to replace those not delivered over the price of the goods.

If the Buyer fails to take delivery of the goods or fails to give the Seller adequate delivery information or instructions at the time stated for delivery otherwise than by any cause beyond the Buyer's reasonable control or the Seller's fault the Seller may without prejudice to any other right or remedy available:

- (a) Store the goods until delivery and charge the buyer for the reasonable costs (including Insurance) of storage, or
- (b) sell the goods at the best price readily obtained and after deducting all reasonable storage and selling expenses account to the Buyer for the excess above the price or charged the buyer for any shortfall below the contract price.

STORAGE AND RETURN OF GOODS

Whenever the Seller effect delivery of goods to Buyer the Seller reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered without any adjustment in price and the quantity will be deemed to be the quantity ordered.

THE BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE GOODS AS BEING IN ACCORDANCE WITH THE ORDER UNLESS ANY CLAIM FOR SHORTAGES BEYOND THE AMOUNT RESERVED ABOVE OR DAMAGED DELIVERIES ARE REPORTED IN WRITING TO THE SELLER WITHIN 7 DAYS OF DELIVERY.

If the Seller agrees with the Buyer to effect delivery by instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments pursuant or any claim the Buyer relating to any one or more instalments shall not entitle the buyer to treat the contract as a whole as repudiated.

RISK AND PROPERTY

1. RISK OF DAMAGE TO OR LOSS OF THE GOODS SHALL PASS TO THE BUYER:
 - a) AT THE TIME THE SELLER NOTIFIES THE BUYER THAT THE GOODS ARE AVAILABLE FOR COLLECTION IF DELIVERY OCCURS AT THE SELLERS PREMISES: OR
 - b) IF DELIVERY OCCURS AT A DESTINATION DIFFERENT FROM THE SELLERS PREMISES THEN AT THE TIME OF DELIVERY TO THAT DESTINATION BY THE SELLER OR IF THE BUYER WRONGFULLY FAILS TO ACCEPT DELIVERY AT THE TIME THE SELLER TENDERED DELIVERY OF THE GOODS.
2. NOTWITHSTANDING DELIVERY AND THE PASSING OF RISK OR ANY OTHER PROVISION OF THESE CONDITIONS THE PROPERTY IN THE GOODS SHALL NOT PASS TO THE BUYER UNTIL THE SELLER HAS RECEIVED IN CASH OR CLEARED FUNDS PAYMENT IN FULL OF THE PRICE OF THE GOODS AND ALL OTHER GOODS SOLD OR AGREED TO BE SOLD BY THE SELLER TO THE BUYER FOR WHICH PAYMENTS IS THEN DUE.
3. UNTIL SUCH TIMES AS THE PROPERTY IN THE GOODS PASSES TO THE BUYER:
 - a) THE BUYERS SHALL HOLD THE GOODS AS THE SELLERS FIDUCIARY AGENT AND BAILEE AND SHALL KEEP THE GOODS SEPARATE FROM THOSE OF THE BUYERS AND THIRD PARTIES AND PROPERLY STORED PROTECTED INSURED AND IDENTIFIED AS THE SELLERS PROPERTY UNTIL THAT TIME THE BUYER SHALL BE ENTITLED TO RESELL OR USE THE GOODS IN THE ORDINARY COURSE OF ITS BUSINESS BUT SHALL ACCOUNT TO THE SELLER FOR THE PROCEEDS OF SALE OR OTHERWISE OF

THE GOODS WHETHER TANGIBLE OR INTANGIBLE INCLUDING INSURANCE PROCEEDS AND SHALL KEEP ALL SUCH PROCEEDS SEPARATE FROM ANY MONIES OR PROPERTIES OF THE BUYER AND THIRD PARTIES AND IN THE CASE OF TANGIBLE PROCEEDS PROPERLY STORED PROTECTED AND INSURED.

b) THE SELLER (PROVIDED THE GOODS ARE STILL IN EXISTENCE AND HAVE NOT BEEN RESOLD) SHALL BE ENTITLED AT ANY TIME TO REQUIRE THE BUYER TO DELIVER UP THE GOODS TO THE SELLER AND IF THE BUYER FAILS TO DO SO FORTHWITH TO ENTER UPON ANY PREMISES OF THE BUYER OR ANY THIRD PARTY WHERE THE GOODS ARE STORED AND REPOSSESS THEM.

4. THE BUYER SHALL NOT BE ENTITLED OR PLEDGE OR IN ANY WAY CHARGE BY WAY OF SECURITY FOR ANY INDEBTEDNESS ANY OF THE GOODS WHICH REMAIN THE PROPERTY OF THE SELLER AND IF THE BUYER DOES SO ALL MONIES OWING BY THE BUYER TO THE SELLER SHALL NOT (WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY OF THE SELLER FORTHWITH BECOME DUE AND PAYABLE

WARRANTIES & LIABILITY

SUBJECT AS EXPRESSLY PROVIDED IN THESE CONDITIONS AND EXCEPT WHERE THE GOODS ARE SOLD TO A PERSON DEALING AS A CONSUMER (WITHIN THE MEANING OF THE UNFAIR CONTRACT TERMS ACT 1977 ALL WARRANTIES CONDITIONS OR OTHER TERMS IMPLIED BY STATUS OR COMMON LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

WHERE THE GOODS ARE SOLD UNDER A CONSUMER TRANSACTION (AS DEFINED BY THE CONSUMER TRANSACTIONS (RESTRICTED ON STATEMENTS) ORDER 1976 THE STATUTORY RIGHTS OF THE BUYER ARE NOT AFFECTED BY THESE CONDITIONS.

THE SELLER WARRANTS TO THE BUYER THAT THE GOODS WILL BE OF MERCHANTABLE QUALITY AND FIT FOR ANY PURPOSE MADE KNOWN TO THE SELLER IN WRITING AT THE TIME OF PLACING THE ORDER WILL CORRESPOND WITH ANY RELEVANT SPECIFICATION THEREFORE OR EXAMPLE THEREOF AND WILL COMPLY WITH ALL STATUTORY REQUIREMENTS AND REGULATIONS RELATING TO THE SALE OF GOODS ANY CLAIM THE BUYER WHICH IS BASED ON ANY DEFECT IN THE QUALITY OR CONDITION SHALL (WHETHER OR NOT DELIVERY IS REFUSED BY THE BUYER BE NOTIFIED TO THE SELLER WITHIN 7 DAYS OF THE DATE OF DELIVERY (WHERE THE DEFECT OR FAILURE WAS NOT APPARENT ON REASONABLE INSPECTION) WITHIN A REASONABLE TIME AFTER DISCOVERY OF THE DEFECT OR FAILURE IF DELIVERY IS NOT REFUSED AND THE BUYER DOES NOT NOTIFY THE SELLER ACCORDINGLY. THE BUYER SHALL NOT BE ENTITLED TO REJECT THE GOODS AND THE SELLER SHALL HAVE NO LIABILITY FOR SUCH DEFECT OR FAILURE AND THE BUYER SHALL BE BOUND TO PAY THE PRICE AS IF THE GOODS HAD BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT.

FORCE MAJEUR

The Seller shall not be liable to the Buyer or demand to be in breach of the contract by any reason of any delay in performing, or any failure to perform, any of the Sellers obligations in relation to the goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.

WHERE ANY VALID CLAIM IN RESPECT OF ANY OF THE GOODS WHICH BASED ON ANY DEFECT IN THE QUALITY OR CONDITION OF THE GOODS OR THEIR FAILURE TO MEET SPECIFICATION IS NOTIFIED TO THE SELLER IN ACCORDANCE WITH THESE CONDITIONS. THE SELLER SHALL BE ENTITLED TO REPLACE THE GOODS OR THE PART IN QUESTION FREE OF CHARGE OR AT THE SELLERS SOLE DIRECTION CREDIT TO THE BUYER THE PRICE OF THE GOODS (OR A PROPORTIONATE PART OF THE PRICE) BUT THE SELLER SHALL HAVE NO FURTHER LIABILITY TO THE BUYER.

EXCEPT IN RESPECT FOR THE DEATH OF PERSONAL INJURY CAUSED BY THE SELLERS NEGLIGENCE THE SELLER SHALL NOT BE LIABLE TO THE BUYER BY REASON OF ANY REPRESENTATION, OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM OR ANY DUTY AT COMMON LAW OR UNDER EXPRESS TERMS OF THE CONTRACT FOR ANY CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT OR OTHERWISE) COSTS EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (AND WHETHER CAUSED BY THE NEGLIGENCE OF THE SELLER ITS EMPLOYEES OR AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE GOODS OF THEIR USE OR RESALE BY THE BUYER EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS.

INSOLVENCY OF THE BUYER

This clause applies if:-

- (a) the buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order (being an individual firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction): or
- (b) 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
- (c) the buyer ceases or threatens to cease, to carry on business: or
- (d) the seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notified the Buyer accordingly.

If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, 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.

ASSIGNMENT

The Buyer shall not assign or transfer this contract or any benefit hereunder without the written consent of the Seller.

GENERAL

These terms and conditions shall be deemed to supercede previous terms and conditions

Any notice given by either party to the other pursuant to these terms and conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving notice.

No waiver by the seller or any breach of any term of the contract by the Buyer shall be construed as a waiver of any subsequent breach of the same or any other term of the contract.

If any provision of the terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part then the validity of the rest of these conditions and the remainder of the provision in question shall not be affected hereby.

Any dispute or claim arising between the parties hereto shall be governed and construed according to English law determined by the English Courts.

RECEIVED BY:

SIGNATURE.....

PRINT NAME.....

DATE.....