

Full Trading Name	_____
Address	_____
	_____
	_____
Post Code	VAT Number

Telephone Number	_____
Fax Number	_____
E-Mail Address	_____
<b>Persons responsible for:-</b>	
Accounts Payment	_____
Purchasing	_____

<b>LIMITED / PUBLIC LIMITED COMPANIES</b>	
Address of Registered Office	_____
	_____
	_____
	_____
	_____
	_____
Year of Incorporation	_____
Company Registration Number	_____

<b>SOLE PROPRIETOR / PARTNERSHIPS</b>	
<small>(Please give full names (not initials) of proprietors / All Partners)</small>	
Name	_____
Home Address	_____
	_____
Telephone Number	_____
Name	_____
Home Address	_____
	_____
Telephone Number	_____

<b>TRADE REFERENCES</b>			
Contact Name	_____	Contact Name	_____
Company	_____	Company	_____
Address	_____	Address	_____
	_____		_____
Telephone Number	_____	Telephone Number	_____
Fax Number	_____	Fax Number	_____

<b>BANK DETAILS</b>	
Name of Bank	_____
Address	_____
	_____
Sort Code	_____
Account Number	_____

I/We have read the Terms and conditions detailed on page 2 of this form and agreed to them in full.	
<b>Signed</b>	_____
<b>Full Name</b> (Please Print)	_____
<b>Position</b> (must be a director)	_____
<b>Date</b>	_____

PLEASE ENCLOSE A COMPANY LETTERHEAD & RETURN TO ALPINE SAFETY LTD

## Terms & Conditions

- 1) General:** All quotations are given and all orders are accepted subject to these conditions of sale and no others. These conditions supersede any other sets of conditions appearing in the sellers catalogue or elsewhere and shall override any other terms & conditions stipulated or incorporated or referred to by the Buyer whether in order or in negotiations.
- 2) Quotation:** Unless previously withdrawn, the sellers offer to supply the goods (hereafter called the "quotation") is valid for 30 days from the date which it is submitted to the buyer, unless such period is subsequently extended by the seller in writing. All quotations are subject to withdrawal or amendment at any time prior to acknowledgement by the seller of an order for the goods referred to herein and also subject to materials being available at the time of acceptance of the order. Clerical errors are subject to correction.
- 3) Prices:** Where the quantity ordered or delivery in instalments is less than the quantity stated or specified in the quotation the prices quoted are subject to adjustment as appropriate. The seller reserves the right at any time before delivery to vary the price of the goods if, after the date of the quotation there is any increase or decrease in the total cost of the goods to the seller arising from cause beyond the sellers control. Provided that if such price variation shall increase the price contained in the quotation the buyer may by written notice to the seller cancel the non-delivered balance of the contract, unless the order is of specialised nature.
- 4) Delivery:** Every effort shall be made by the seller to deliver the goods within the agreed delivery period but no guarantee of delivery date is implied and the seller shall not be liable for loss or damages occasioned by any delay in the delivery.
- 5) Payment:** Subject to satisfactory references, credit facilities may be extended and payment shall be made on the 30<sup>th</sup> following the month during which the goods were despatched, otherwise payment shall be made cash with order. If any sum owed by the buyer to the seller should be overdue for payment the seller may withhold any goods due for despatch to the buyer under any contract without prejudice to the sellers rights and the buyers liability under such contract. The seller reserves the right to charge interest at a rate of 2% above National Westminster base rate per month on any amounts overdue for payment.
- 6) Loss or damage in transit:** The buyer will examine goods on receipt and notification of any shortages or damage will be sent in writing to the seller within 7 Days of receipt. "Unexamined" signatures do not relieve the buyer of his liability and the seller shall not be responsible for any claim or claims if the buyer fails to comply with the provisions of this clause. A clear signature obtained from the buyer on the seller delivery note will be a prima facie acknowledgement by the Buyer that the good received are in all respects in accordance with the details stated on the delivery sheet..
- 7) Rejection of goods:** The buyer shall within 7 days or receipt of delivery give notice in writing to the seller of any matter by reason whereof he alleges that the goods are not in accordance with the contract. If the buyer shall fail to give such notice the goods of the delivery shall be deemed to be in all respects in accordance with the Contract and the buyer shall be deemed to have accepted the goods and shall pay for the same accordingly. No goods shall be returned by the Buyer without prior consent of the seller **in writing** and the seller reserves the right to repair/replace all returned items at his discretion.
- 8) Liability:** The sellers liability for shortages, failure or defect in the goods supplied shall be limited to the cost of making good any such shortage, failure or defect and the seller shall not in any event be liable for damages or loss sustained or liability incurred by the buyer as a direct or indirect consequence of such a shortage, failure or defect. It shall be the responsibility of the buyer to satisfy himself as to the fitness of the goods for any particular purpose and the goods are sold without any warranty or implied as to their fitness for a particular purpose.
- 9) Force Majeur:** Every effort will be made to carry out any contract based on the quotation but due performance of it is subject to variation or cancellation owing to Act of God, War, Strike, Lockout, Fire, Flood, Drought, Riot, Civil Commotion, restriction by Government or other competent Authority or any other cause beyond the sellers control or owing to the sellers inability to procure materials or articles except at enhanced prices due to any forgoing causes.
- 10) Law:** These conditions shall be constructed in accordance with and governed by English Law.
- 11) Samples:** Samples will be supplied at the customer's request and will be charged on a sale or return basis.
- 12) Returns:** The Seller will only accept returns subject to prior authorisation by way of an official returns note issued by the sellers returns department and subject to the items not having been special manufactured or ordered for the buyer sole requirement. All returns will only be credited if a member of the seller's staff has signed the returns note or in the event a sub contractor, if one is assigned to collect the returns. A re-stocking charge of 15% will apply on all goods returned for credit. Non-stock items and specially ordered items are non-refundable.
- 13) Risk and Property:** Subject to clause 4 of these terms & conditions risk in the Goods shall pass to the buyer at the time of delivery.
  - 13.1) Notwithstanding the passing of the risk in the goods, title in the goods supplied or sold shall be retained by the seller until paid in full.
  - 13.2) Until such time as the property of in the goods passes to the buyer the seller shall be entitled to entry upon any premises of the buyer or any third party where the goods are stored or are thought to be stored and repossess the goods and, if the buyer has failed to make payment by the due date, also to sue the buyer for non payment.
  - 13.3) The buyer shall not be entitled to assign, pledge or charge by way of security for any indebtedness any of the goods or any invoice for the goods which remain the property of the seller, but in the event the buyer does so all monies owing by the buyer to the seller shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.
- 14) Special Requirements:** When manufacturing specials, whether it is screen printing or embroidering it is not always possible to produce the exact amount, the seller therefore reserves the right to allow for a variation of plus or minus 10% which will be chargeable.
- 16) VAT:** Value added Tax is added to all invoices with exception to some safety Footwear sold to private individuals and to buyers for the specific intention of re-sale.
- 17) Surcharges:** Work wear exceeding size 116cm, tall leg sizes and sizes exceeding (XL) will be subject to a surcharge.
- 18) Data:**
  - 18.1) Illustrations, photographs, weights, measurements and descriptions are statements of opinion and are provided guidance only and therefore form no part of the contract.
  - 18.2) The Company reserves the right to make any changes without notice, having regard to all circumstances, it thinks reasonable or desirable, without affecting the validity of the contract.
- 19) Carriage:** The seller reserves the right to make an additional charge to the buyer in respect of freight /despatch, packing and handling where the total value of the order falls below the figure to be determined from time to time by the seller. Currently orders exceeding £150 net value are carriage paid to mainland England only. Orders which fall below this amount will be subject to carriage at £6.95 + Vat.