

Company Details									
Full registered name:				Date of incorporation:					
Trading name:				Registration number:					
Trading address:				VAT number:					
				Company Type:				Limited <input type="checkbox"/> Plc <input type="checkbox"/>	
								Partnership <input type="checkbox"/>	
Postcode:				Sole trader <input type="checkbox"/>					
Sole Traders and Partnerships Only. Names and home addresses of the business owners.									
Name:				Name:					
Home Address:				Home Address:					
Postcode:				Postcode:					
Contact Details									
Managing Director:				Email:					
Telephone:						Website:			
Account Requirements									
Email for copies of invoices & statements:				Payment method:				BACS ONLY	
Estimated credit required:		£							
Company Bank Details & Account Users									
Bank name:				Sort Code:		Account Number:			
Address:				Authorised Account Users:					
Postcode:									
Trade References									
Name:				Name:					
Address:				Address:					
Postcode:				Postcode:					
Tel:		Email:		Tel:		Email:			
Name:				Name:					
Address:				Address:					
Postcode:				Postcode:					
Tel:		Email:		Tel:		Email:			
Acceptance of Terms									
All sales of products and services by Nationwide Supplies to the applicant will be subject to Nationwide Supplies' standard terms and conditions in force at the time of order.									
I CONFIRM:									
<ul style="list-style-type: none"> That I have read and understood the terms and conditions enclosed and am authorised to sign and accept the terms. That we agree to your payment terms (payment due 30 days after invoice date). 									
Director signature:				Please ensure that you sign and return pages 1 & 2 together with your company letterhead.					
Print name:									
Date:									

1. DEFINITIONS

"the Company" means Nationwide Supplies, which is a trading name of Ecotech Solutions Ltd.
"the Customer" means the person or organisation requesting the credit account.
"the Manufacturer" shall mean the organisation responsible for the goods in question.

2. CONDITIONS APPLYING

Unless otherwise agreed in writing these conditions will govern all contracts for the sale of the Company's goods or the supply of its services. Any qualification or modification of these Conditions and any other conditions which the Customer may seek to impose will not apply unless expressly accepted by the Company in writing.

3. CONTRACT

The Company's quotation does not constitute an offer. An order from the Customer based on the Company's quotation shall constitute the offer. An acknowledgement of that order sent by the Company by normal post shall constitute the acceptance of that offer. The order shall not be capable of being cancelled from the moment the acknowledgement of order is posted.

4. REPRESENTATIONS

The only representations in connection with the Company's goods or services for which the Company shall accept liability are those specifically included or referred to in the Company's price list or quotation. Advertising material, leaflets or brochures shall not form part of the contract unless otherwise specifically agreed between the Company and the Customer in writing to be a term of the contract. It is agreed that on entering into the contract the Customer is not relying on any other representations.

5. DELIVERY/STORAGE

a) Delivery is ex the Company's works unless otherwise stated.
b) If through lack of instructions from the Customer the Company is not able to deliver the goods to the Customer within 7 days after the date that the Company sends the Customer notification that the goods are deliverable the Company may arrange for their storage and at its option insurance either at the Company's own works or elsewhere and the Customer will pay to the Company the reasonable charges and costs for so doing.

6. PASSING OF RISK

Notwithstanding the provisions of Clauses 5 and 10 here of all risks of accidental loss or damage to all goods passes to the Customer either on delivery or if stored by the Company under the provisions of Clauses 5b) at the commencement of storage of the goods by the Company.

7. LOSS OR DAMAGE PRE-DELIVERY OR IN TRANSIT

Any loss or damage or shortage must be notified to the courier delivering on behalf of the Company and to the Company as soon as possible and in any event within 48 hours of delivery and in the case of damage the damaged goods and their packaging must be preserved otherwise the Company shall be entitled to disclaim liability that the Company might otherwise have incurred. The Customer must notify the Company of any non-delivery within 48 hours of the date of the Company's advice of despatch.

8. PRICE

a) The price quoted in the Company's quotation is open for acceptance for 30 days, unless otherwise specified. If an order is not received and accepted by the Company within the period stated the Company reserve the right to review the prices and increase them if necessary.
b) The price quoted is exclusive of any Value Added Tax payable in respect of the supply of goods or service and this will be additionally payable by the Customer.

9. PAYMENT

a) Unless otherwise agreed in writing, payment is due within 30 days of the date of invoice. If payment is not received by the due date, the Company reserves the right to charge interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended). This entitles the Company to charge interest at 8% above the Bank of England base rate together with fixed compensation charges and reasonable recovery costs. The Company also reserves the right, at its discretion, to apply a higher contractual rate of interest as specified on the invoice.

b) In the event that any invoice remains unpaid after the due date, the Customer shall be liable for all costs and expenses incurred by the Company in recovering the outstanding debt. Such costs may include, but are not limited to, debt collection agency fees, legal fees (on a full indemnity basis), court fees, enforcement costs, and any associated administrative charges reasonably incurred by the Company in pursuing recovery of the debt.

c) So long as any payment is outstanding whether under this contract of any other contract between the Company and the Customer the Company shall have a lien on any of the Customer's goods or equipment in the Company's possession and the Company shall be entitled to retain them or any of them.

d) So long as any payment is outstanding the Company shall not be obliged to make good any deficiency under the terms of its warranties.

e) Cancellation of purchaser's order will only be accepted prior to the goods order being dispatched. If the Company agrees to accept cancellation, part cancellation or return, the Customer will be liable for any costs incurred for returning the goods. A 25% restocking charge will also be chargeable.

f) The Company reserves the right to place the stock upon suppliers after day 7 of the overdue invoice.

g) Payments should be made by BACS. Credit card payments will be subject to a Surcharge of 2%, and will be invoiced separately.

h) All invoices should always be paid on time, in full regardless of any on-going disputes; these will be resolved separately to the original invoice and credited to account if necessary.

i) The Customer shall not be entitled to withhold payment of any invoice or set-off any claim or counterclaim against sums due to the Company, unless expressly agreed in writing by the Company.

10. TITLE

Title to the goods shall remain vested in the Company and shall not pass to the Customer until all sums due to the Company from the Customer, not only in respect of the specific goods but also in respect of all other invoices, have been paid in full. Until such time, the Customer shall hold the goods as fiduciary agent and bailee for the Company. Where goods have been resold, the Customer shall hold the proceeds of sale on trust for the Company, separate from its own funds. If the goods are incorporated into or mixed with other products, ownership in such goods shall remain with the Company to the fullest extent permitted by law.

11. LIABILITY

a) For Injury Damage or Loss

Nothing in these conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation. Subject to this, the Company shall not in any circumstances be liable for any loss of profit, loss of contracts, loss of use, or any other indirect or consequential loss arising out of or in connection with the contract.

b) For Defects

The Company will only acknowledge defects by written notice, and these will be forwarded on to the Manufacturer who will be liable for any costs incurred subject to product defect. The Company will accept no liability for any losses incurred, the Manufacturer is deemed to be solely responsible for any liabilities in relation to any claim.

c) For Delay in Delivery

The date quoted for delivery is given in good faith but time is not of the essence and the Company

shall not be liable for any loss or damage of any kind whatsoever resulting from any delay in such delivery or completion.

d) For Failure to Meet Specification or Performance

If on delivery the products supplied by the Company are deemed to be not in accordance with specification or to be incapable of attaining any guaranteed standard of performance due solely to reasons for which the Manufacturer is responsible then the Customer shall make direct arrangements with the Manufacturer's for rectification of faults.

12. GENERAL

a) Notwithstanding anything herein contained the Company shall not be liable to the Customer in any circumstances whatsoever for any loss of profit, loss of contracts, loss of use of the goods or any other consequential loss.

b) No action or arbitration proceedings whether in contract or tort may be brought by either party more than one year after the party concerned became aware or reasonably should have become aware of the facts constituting a cause of action.

c) These conditions contain the whole of the Company's liabilities and all conditions and warranties implied by statute common law or trade usage are hereby excluded.

d) All invoices will be issued electronically unless otherwise agreed. The Company complies with all applicable VAT and electronic invoicing regulations. Hard copy invoices are available on request and may incur a reasonable administration and postage charge.

13. SEVERANCE

If at any time any one or more of the provisions of these conditions become or are held invalid, illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. FORCE MAJURE

The Company shall not be liable for any failure or delay in performing its obligations where such failure or delay results from any cause beyond the Company's reasonable control. Such causes shall include, but not be limited to, strikes, lock-outs, industrial disputes, acts of God, war, riot, civil commotion, pandemic, fire, flood, storm, accident, breakdown of plant or machinery, shortage of materials, or interruption in transport or supply.

14. LAW OF ENGLAND

This contract shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

Copy of Nationwide Supplies terms and conditions are hereby accepted

Director Name.....

Director Signature.....

Company.....

Date.....