

## New Account Application

**PLEASE COMPLETE IN BLOCK CAPITALS AND SIGN ONCE COMPLETE**

I/We make this application on behalf of ..... to open an account.

Name ..... Position .....

Business Name .....

Trading Name .....

Business Type .....

Invoice Address ..... Postcode .....

Registered Office..... Postcode .....

Company Registered No. .... Web address .....

Telephone ..... Fax.....

We use paperless invoicing for both invoices and statements. Please put the email addresses below that you would like them to be sent to:

Invoices ..... Statements .....

If you prefer to have posted copies please tick the relevant box:  Invoices  Statements  Both

If you have a preferred branch to manage your account, please specify here: .....

**WEBSITE LOGINS**

Our website provides full account access such as copy invoices, past purchases and online ordering facilities

To get your login, please let us know the name and email address that would like web access (we'll be in touch to setup with you personally):

Name ..... Email address.....

<p><b>FOR CREDIT ACCOUNTS, PLEASE COMPLETE IN FULL</b></p> <p><b>Bank Reference:</b></p> <p>Bank Name .....</p> <p>Account No. .... Sort Code .....</p> <p>Address ..... Postcode.....</p> <p><b>Trade Reference:</b> (2 Required - Cash &amp; Carry reference not acceptable)</p> <p>Name &amp; Position ..... Name &amp; Position .....</p> <p>Email (preferable) ..... Email (preferable).....</p> <p>Address ..... Address .....</p> <p>..... Postcode..... .....</p> <p>Account No. .... Account No. ....</p> <p>Telephone ..... Telephone .....</p>	<p>Credit Limit Requested .....</p>
---	-------------------------------------

**HELP US TO KEEP IN CONTACT WITH YOU**

We can set multiple recipients to receive our offer and news updates (add as required)

Email address 1 ..... 2 .....

3 ..... 4 .....

Please tick this box to confirm you have read and understood our Terms and Conditions of Sale and agree to be bound by them to the exclusion of any terms of purchasing which may be incorporated into our orders.

Signature \_\_\_\_\_ Date .....

**CLICK HERE TO RETURN FORM VIA EMAIL**

**PLEASE NOTE: If you are unable to digitally sign this document with your true signature, you must print and sign above before submitting this form.**

# Terms & Conditions of Sale

## Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings: "the Buyer" means the person, firm or company who purchases the Goods from the Company; "the Company" means Hughes Electrical; "Contract" means the contract between the Company and the Buyer which shall be deemed to incorporate these Terms; "Goods" means any goods agreed in the Contract to be supplied by the Company to the Buyer; "Place of Delivery" means the place to which the Goods are to be delivered. In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

## The Contract

The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer. No terms and conditions contained in the confirmation of order, purchase order or other document of the Buyer will form part of the Contract.

## Credit Accounts

A credit account will only be opened on receipt of satisfactory bank, credit and two trade references. Cash and carry references cannot be used. All accounts are due for payment by the last day of the month following delivery (the due date). All accounts are strictly net.

For transactions where a credit account has not been set up or where the credit limit is not enough to cover the order, cleared payment will be required before the goods are despatched.

## Description & Product Selection

The Seller takes every reasonable precaution to ensure the specifications, features and images listed in our sales communications/ web sites are as accurate as possible. The Seller cannot take responsibility howsoever caused arising from any errors, omissions, miss descriptions or images. The seller reserves the right to make any amendments to our sales communications/ web sites without notice. The seller takes every care to select the correct product for the buyers needs from the information given regarding the intended use of the product at the time of ordering. The Seller cannot take responsibility for unsuitably supplied products where information given is inaccurate or withheld. It is the Buyer's responsibility to satisfy any specific specification needs for their intended use.

## Prices & Quotations

All prices quoted are estimates only and are valid for fourteen days only and in any event are subject to adjustment if the manufacturer price increases before despatch for special orders. All prices quoted are exclusive of VAT unless otherwise stated. Clerical and typing errors are subject to correction. A contract is made once the seller accepts an order but the seller reserves the right at any time without explanation to (a) Refuse to accept an order (b) Cancel an order (c) Suspend deliveries against an order (d) Refuse cancellation of an order. No variation of any order will be accepted unless agreed with the seller in writing. Written confirmation of verbal orders must be received before despatch. The buyer must refer to previous telephone conversations on the written order, otherwise the seller cannot be held responsible for duplicated deliveries.

## Delivery

Any delivery quoted by the Seller is an estimate only unless agreed by the Seller and signed by a Director. If no date is specified for delivery of the Goods, delivery shall be within a reasonable time. When call off is delayed by over 14 days from given date the Seller reserves the right to release stock, rebook and requote at current pricing.

Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 60 days.

Delivery charges may be applicable and will be advised by the sales office at quotation. Delivery charges vary by load, carrier and location. Delivery charges, carriers and areas denoting charge may be from time to time redefined by the Seller.

## Damage & Shortages

The Buyer is required to inspect for damage, apparent defect and shortages at the time of delivery.

Claims for shortages will not be accepted if the Buyer (or apparent nominee) has signed for the whole consignment. Claims for shortage must be received in writing within 24 hours of receipt. All other claims must be made in writing to the seller within three days of receipt of the goods. Claims made outside these periods will not be considered.

## Risk in and Ownership of the Goods

Risk in the Goods shall pass to the Buyer on delivery. Ownership in the Goods shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account. Until ownership of the Goods has passed to the Buyer, the Buyer shall: hold the Goods on a fiduciary basis as the Company's bailee; store the Goods separately from all other goods of the Buyer or any third party in such a way that they remain identifiable as the Company's property; not destroy or deface any identifying mark on the Goods or their packaging; maintain the Goods in satisfactory condition insured with the Company's interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.

## Payment

Subject to paragraph 5, payment of the price of the Goods shall be due 30 days from the date of the Company's invoice for the Goods. Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds. The seller has absolute right to suspend further deliveries of an outstanding order where the buyer is in breach of these in conditions, particularly (but not exclusively) failure to pay their account by the due date. Further to this, the seller shall have the right to charge interest at 2% per month on overdue accounts in addition to any other reasonable recovery costs. Where any account is overdue, all sums invoiced by the seller will become immediately due for payment.

## Suspension & Termination

Without prejudice the seller reserves the right to suspend any further performance of any contract, which these terms and conditions apply, if the buyer (a) is overdue with any payment (b) has a receiver or liquidator appointed (c) exceeds the credit limit (d) fails to take delivery of any goods ordered by it (e) is in breach of its obligations under these terms and conditions.

## Defective Goods

(a) Products sold by the seller with a warranty for standard domestic use. Commercial and semi-commercial applications may result in a limited or void warranty. Optional commercial warranties are available for most commercial applications also commercial products.

(b) The seller is not a manufacturer. Where goods sold by the seller are the subject of a manufacturer's warranty, the seller shall extend such a warranty for the duration thereof provided the buyer does not in any way invalidate such warranty and any complaint relating to the goods is notified to the seller in accordance to these terms and conditions. The buyer shall indemnify the seller against all costs incurred by the seller in connection with all warranty costs rejected by the manufacturers.

(c) The seller shall on request endeavour to give the buyer the best assistance and guidance but it is the buyers' responsibility to ascertain quality, suitability and durability.

(d) The seller shall not be liable under this agreement or in any other way for any loss of profit, consequential loss or damage whatsoever arising by act or omission of the seller or defects in goods sold by the seller

(e) The seller shall not in any event be liable to the buyer or any third party for any damages arising from any breach of this agreement in excess of the price charged by the seller to the buyer for the goods and services complained of.

(f) Where despite the terms of these conditions, the seller is liable to the buyer or any third party for damages in excess of the price of the goods or services complained of the buyer shall indemnify the seller against its ability to pay any such excess.

## Returns

No goods may be returned without the sellers' prior written consent. Goods returned with the sellers' prior agreement must state the original invoice number. The right is reserved to levy a re-stocking charge (up to 25% at the sellers' discretion). Boxes and cases that have been charged will be credited in full if returned to the despatching branch within 14 days from the date of the sellers invoice but subject to any restocking charge. The right is reserved to refuse return of goods supplied to specific order not held as standard stock. All cancellations of such orders must be received in writing before the product leaves the suppliers. The buyer will be liable for the invoice value of the goods where they have been specially made and cannot be cancelled.

## Limitation of Liability

The Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the price of the goods and the Company shall under no circumstances be liable to the Buyer for any consequential, indirect or economic loss or damages.

## Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

## General

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect. These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.