

# ACCOUNT APPLICATION FORM

FULL TRADING NAME

FULL POSTAL/DELIVERY ADDRESS

FULL REGISTERED OFFICE

POSTCODE

COMPANY REG NO.

TELEPHONE NO.

VAT NO.

WEBSITE ADDRESS

LTD COMPANY

☐

INDIVIDUAL

☐

PARTNERSHIP

☐

(PLEASE TICK ONE BOX)

NAMES OF PROPRIETORS/PARTNERS (NON-LTD)

BUYER CONTACT

EMAIL ADDRESS

DELIVERY CONTACT

EMAIL ADDRESS

ACCOUNTS CONTACT

EMAIL ADDRESS

INVOICES ARE SENT BY EMAIL AS STANDARD, PLEASE TICK HERE IF YOU REQUIRE INVOICES BY POST

☐

PLEASE TICK HERE IF YOU WOULD LIKE TO RECEIVE PROMOTIONS & COMPANY NEWS VIA EMAIL

☐

PLEASE INDICATE YOUR ESTIMATED MONTHLY SPEND

WE WILL USE THIS INFORMATION TO HELP ALLOCATE YOUR CREDIT LIMIT FOR 30 DAY CREDIT FACILITIES

PLEASE READ & SIGN BELOW IN ACCEPTANCE OF OUR TERMS & CONDITIONS

SIGNED

PRINT NAME

DATE

## BUSINESS INFORMATION

LET US KNOW A BIT MORE ABOUT YOUR BUSINESS  
TO HELP US SUPPORT YOUR SALES & MARKETING

PLEASE TICK THE APPLICABLE

DO YOU HAVE A TRADE COUNTER/SHOP? ☐

DO YOU HAVE AN EXTERNAL SALES TEAM? ☐

DO YOU RUN PRODUCT PROMOTIONS? ☐

DO YOU HAVE A PRODUCT CATALOGUE? ☐

WOULD YOU ORDER ONLINE IF IT WAS POSSIBLE? ☐

DO YOU HAVE AN EXISTING ABRASIVE/PTA RANGE? ☐

DO YOU HAVE MULTIPLE BRANCHES? ☐

DO YOU HAVE AN E-COMMERCE PLATFORM? ☐

PLEASE TICK THE APPLICABLE

WEBSITE ☐ AMAZON ☐

EBAY ☐ OTHER ☐

HOW DID YOU HEAR ABOUT SWEDEX?

ONLINE ☐ SOCIAL MEDIA ☐ IN MARKET ☐ CUSTOMER ☐ OTHER ☐

WHICH INDUSTRY DOES YOUR BUSINESS SERVICE? (TICK APPLICABLE)

AGRICULTURAL SUPPLIES	MOTOR FACTORS/AUTOMOTIVE	TILING SUPPLIES
INDUSTRIAL SUPPLIES/PTA	FIXINGS & FASTENERS	PLUMBERS MERCHANTS
ENGINEERING & WELDING	HIRE CO	DIY
BUILDING MERCHANTS	ELECTRICAL SUPPLIES	OIL & GAS
SOURCE & SUPPLY	PAINTING & DECORATING	RAIL

OTHER (PLEASE SPECIFY)

PRODUCT GROUPS OF INTEREST (TICK APPLICABLE)

ABRASIVE CUTTING & GRINDING	HOLESAWS	FIBRE SANDING DISCS
FLAP DISCS	DRILL BITS	SPINDLE MOUNTED FLAP WHEELS
POLY PRODUCTS	SCREWDRIVER BITS	QUICK-LOCK PRODUCTS
TCT BLADES	CARBIDE BURRS	COATED ABRASIVES
DIAMOND BLADES	JIG & RECIP SAW BLADES	WIRE BRUSHES
DRY DIAMOND CORES	MULTI-TOOL BLADES	WORKWEAR/ACCESSORIES

HOW OFTEN WOULD YOU LIKE TO BE VISITED BY YOUR AREA SALES MANAGER?

MONTHLY ☐ BI-MONTHLY ☐ QUARTERLY ☐ 6 MONTHLY ☐ OTHER ☐

DO YOU USE ANY OF THE BELOW SOCIAL MEDIA PLATFORMS TO PROMOTE YOUR BUSINESS?

INSTAGRAM ☐ FACEBOOK ☐ TWITTER ☐ YOUTUBE ☐ LINKEDIN ☐

THANK YOU FOR YOUR SUPPORT!

**GENERAL TERMS & CONDITIONS OF SALE**

1. **PARTIES**

In these conditions Swedex UK is called the "Company" and any individual, firm, company or other party with whom the company contracts is called the "Customer".

2. **INCORPORATION OF CONDITIONS**

All contracts for the sale of goods incorporate these conditions. Any terms and conditions of the customer inconsistent with these conditions shall have no effect. Any variations of the contract shall become binding only if confirmed in writing by a duly authorised representative of the company.

3. **ACCEPTANCE**

Our quotations and estimates are without commitment and an order is not binding on us unless (expressly or impliedly) we accept it and any action by us is pursuant to the order shall on accepting your order we are not bound by any terms and conditions laid out on your orders, we accept your order with limited guarantee and in good faith to endeavour to meet your order.

**PRICES**

4. Unless we agree otherwise in writing, our prices are quoted ex-works for UK sales and overseas sales, any further packing, loading, carriage and insurance charges are accordingly payable in addition. We shall be free to increase quoted prices (whether accepted or not) to cover variations in cost to us of materials, manufacture, carriage and insurance when variations in such cost arise between the date of quotation and the date of completion of the contract.

Prices quoted are usually exclusive of Value Added Tax.

- 4.1 The company reserves the right to apply a minimum invoice charge of £50 for good bought below this value sold on credit. You  
4.2 shall be exclusively responsible for all customs duties and other costs of importation and for obtaining all licences relevant to the  
4.3 sale and delivery of and payment for the goods (delivery being subject to your obtaining all such licences). We reserve the right to  
4.4 charge (at our then current rates) in addition to the contract price for all work or goods supplied or costs incurred by us which are  
additional to the contract specification. While we will endeavour to advise you in advance, you will be deemed to have authorised  
all such additions as we may consider to be appropriate and in your interest.

**PAYMENT**

- 5 Unless we agree otherwise in writing our terms of payment are 30 days from the end of the month in which the invoice has been  
5.1 raised and for international sales as agreed in writing prior to delivery to be in sterling. Any account outstanding beyond our credit  
terms will be passed to our legal department for collection. All costs incurred will be the responsibility of the customer.  
5.2 We reserve the right at any time to charge interest on a day to day basis at a rate equal to the base rate of HSBC Bank Plc from time  
to time from the due date on late payments and as well after as before any judgement.  
5.3 We reserve a lien of all your property for all amounts due or accruing on any account, we may sell property which is  
subject to lien if it is not satisfied in 30 days and apply the proceeds to discharge the lien and sale expenses. Notwithstanding  
5.4 above payment for the goods shall be due immediately if any event referred to in 12.2 applies.

6 **PERFORMANCE**

- 6.1 Although we shall endeavour (subject to 6.2 below) to meet your delivery or completion requirements we shall be under no  
obligation to deliver goods or supply services by any specified date. Delivery and completion dates quoted by us or  
included in the contract are given in good faith but are estimates only and without engagement.  
We may suspend or cancel the whole or any part of the contact if by reason of circumstances beyond our control  
6.2 (including, but with limitation, labour dispute, damage to or loss or failure of machinery, supply restriction, accident,  
hostilities, act of God, Government control, adverse weather and shortage of carriage or shipping facilities) either we are prevented  
or hindered from performing our obligation or performance of those obligation is to a substantial degree rendered difficult. If  
we exercise our right of suspension, you may within 7 days in writing cancel any remaining part of the contract conditionally on  
your paying expenses incurred to date and our fair charges. We shall have no liability for any such suspension: and on any such  
cancellation whether by us or by you, our liability (if any) is limited to repayment of any part of the price received less our fair charges  
and any expenses already incurred by us.  
6.3 Without prejudice to any other right we may have we shall be entitled to charge for abortive delivery cost, storage and  
associated costs should you be unavailable for or refuse or defer delivery.  
We do not supply goods or undertake work on approval and goods are not returnable except with our express written  
6.4 agreement and may be subject to a handling charge to be charged accordingly at our own discretion.

7 **TITLE AND RISK**

- 7.1 Title to goods supplied by us remains vested in us until the purchase price and all other monies owing by you in relation to  
those goods or the price (whether or not due) are paid in full. In addition and without prejudice to above title to goods supplied by  
7.2 us remains vested in us until such time as there are no monies owing to us on any account (whether or not due).

- 7.3 Pending title passing such goods shall be kept separate and insured to their full value with a reputable insurance company by you in all respects held by you as bailee for us. The goods shall be stored in such a manner that they remain identifiable as our property. We shall be entitled at any time to inspect and/or to repossess our goods and you will allow and procure for us any necessary access there for.
- 7.4 In the case of goods intended by you (at the time of your order) for resale in the normal course of trading shall, notwithstanding that the goods, have remained our property, have liberty (for so long as we shall not have repossessed or given you notice of our intention to repossess the goods and as no event conferring a right of termination under 13 below shall have occurred) to sell such goods on a disposal in good faith for full value in the normal course of such trading and (notwithstanding the foregoing) title shall pass to you immediately prior to its passing on such sale. In the case of other goods you shall while the goods remain our property not dispose or permit any disposal of them.
- 7.5 In the event of resale in accordance with 7.4 above you shall account to us for the proceeds of sale or otherwise of the goods, including insurance proceeds and shall keep such proceeds separate from all other monies and, in the case of tangible proceeds, properly stored, protected and insured.
- 7.6 Where property in such goods has not passed we may nevertheless maintain an action against you for the purchase price and all other monies owing by you in relation to the goods notwithstanding section 49 Sale of Goods Act 1979.
- 7.7 The risk of any loss, deterioration or damage shall nevertheless be borne by you from the moment of appropriation of goods to the contract except to such extent (if any) as we may have the benefit of insurance against such risk.
- 7.8 If we store, transport or work on any goods or other property (including goods about to be delivered by us or goods intended for incorporation in or use on contract goods or services) belonging to you or any third party we do so (and they are packed and carried) at the sole risk and (except as provided in these conditions) we shall have no liability to you or to any other party for loss, deterioration or damage to such goods or other property howsoever arising and whether by negligence or otherwise.
- 7.9 In cases where we make a contract of carriage and/or arrange for insurance of goods in transit we shall be deemed to be acting as your agent and sub-section (2) and (3) of section 32 Sale of Goods Act 1979 shall not apply.

## 8. **CLAIMS**

- At the time of sale or delivery you will satisfy yourself that the goods comply with the contract and will inspect them for apparent defects and damage. You will thereupon sign our acceptance or delivery note/advice note and endorse thereon a note of any deficiency, defects or damage found. Such note duly signed shall be conclusive evidence against you that the goods are correct and free from apparent defects and damage except as so endorsed and (in the case of consumer customers) except as to matters constituting any breach of a statutory implied term. If you refuse or neglect to sign such note, it will be deemed to have been signed without endorsement.
- 8.2 Without prejudice to 7.6 and 8.1 above, we shall (subject to our consigning correct goods for delivery) have no liability arising out of non-delivery, shortage in delivery, deterioration or damage in transit but we will (but only in respect of goods delivered or intended for delivery in or in transit in the United Kingdom) where the appropriate claim is received by us in writing within appropriate period specified below (or in the case transit of goods by carrier, such shorter period (known or which should reasonably be known to you) as the relevant carrier may lawfully require as a condition of its liability) assist any claim you may have against the carrier. The period referred to shall be 14 days from the date you receive our notification of despatch in the case of non-delivery and 3 days from the date of despatch in the case of shortage in delivery, deterioration or damage in transit. Claims to be made to the York Head Office, requests and authorisation for returns to be agreed by head office only (to include giving a returns note number). Returns may be subject to a handling charge, charged at our own discretion. It is to be noted we do not offer a sale or return basis for goods.
- 8.3 If at your request, we or any of our agents are required to visit your premises to investigate any alleged defect or damage to the goods we shall be entitled to charge you with all expenses incurred in so doing.

## 9. **SPECIFICATIONS**

- 9.1 Except where we specifically otherwise agree in writing, the selection and choice of our goods or services and (except as to compliance with specific technical specifications contained in our current literature) the assessment of the goods suitability and fitness for your purpose is your sole responsibility.
- 9.2 Any specifications, formulations, data, literature and statements as to content, suitability performance or otherwise, issued and descriptions and samples given, by us in correction with our goods or services are offered in good faith but are intended to be approximate only and shall not be deemed to constitute representations.
- 9.3 Goods are supplied on condition that you undertake at all times to take and comply with (and to draw to third parties' attention and require them to fake and comply with) all instructions and recommendations issued with or contained on or relating to the goods or our relevant data sheets, and all responsible and prudent precautions, as to installation, use, maintenance, cleaning and otherwise.
- 9.4 We reserve the right without notice and without affecting the validity of; the contract, to make such changes in materials, dimensions and design as we think reasonable or desirable in all the circumstances having regard to your wishes.
- 9.5 The copyright and all patent and other industrial property rights in our designs, data sheets, packaging and literature shall remain our property and no licence thereunder (except as to the use of which our goods or services are supplied) shall be implied.
- 9.6 Sections 13 to 15 (inclusive) Sale of Goods Act 1979 shall apply but (subject to 12 below) subject to the foregoing (and to 11.2 below) and subject to any stipulations specifically made by us prior to the contract.
- 9.7 You shall not at any time alter or deface our name or any of our trademarks or juxtapose with them any other mark likely to cause confusion or use them or any mark likely to cause confusion either on or in connection with any services or any goods other than our goods in the form supplied by us or as, or as part of, any name or trading style.

10. **MAINTENANCE AND TESTING**

- 10.1 Where we undertake to maintain repair or test any goods you shall bear the cost (which shall include any travel and subsistence cost of our employees and agents) and provide (at your own expenses) all relevant information and such facilities as we may require.

11. **WARRANTIES**

We warrant (subject to limitations set out in 11.2 and 12 below) that if goods of our own manufacture or agents (but excluding constituent parts of our suppliers or sub-contractors) or services provided by us prove under normal conditions not to be free from defects in workmanship and if the conditions set out below are each satisfied we shall (at our election) repair or replace free of charge any goods (or the relevant constituent parts) or re-execute free of charge any such services which in any such case we shall find upon examination (for which you will provide full facilities) to have been so defective. The said conditions (each of which must be fulfilled before any warranty claim shall arise) are:

- 11.1.1 That the claim is not attributable to fair wear and tear or any fault or damage arising from impact, modification, inappropriate use or treatment, incorrect handling or exposure to corrosive substances or substances otherwise injurious to the goods or their constituent materials;
- 11.1.2 That the claim is notified (in detail) in writing to us with proof of purchase within 14 days of date of discovery thereof and in any event within 6 months of delivery for industrial machines and within 12 months of delivery for D.I.Y machines;
- 11.1.3 That the claim is made by you as our original customer for your own benefit;
- 11.1.4 That our recommendations for installation, maintenance, use and follow-up in respect of our goods or services have been complied with.
- 11.2 Except where we specifically otherwise agree in writing, we offer no (and shall have no liability under any) warranty or condition (express or implied) in respect of goods, materials or services of our suppliers or sub-contractors but we will if requested by you (and if we consider it appropriate and practical to do so) assist you to obtain the benefit of such warranties as are available from them in favour of first users of goods or services.

12. **LIMITATION OF LIABILITIES AND INDEMNITY**

- 12.1 Nothing in these conditions shall apply to exclude or restrict any liability which under sub-sections 2(1), 6(1), 6(2) or 7(2) of the Unfair Contract Terms Act 1977 cannot in the relevant circumstances be excluded or restricted.
- 12.2 Subject to 11.1 above, where loss or damage arises from breach of contract, negligence, misrepresentation or otherwise neither we nor our employees or agents (on whose behalf we contract for the purposes of this condition) shall be under any liability to you or to third parties for any loss of profit or consequential loss or damage however arising.
- 12.3 Without prejudice 6.1 and 6.2 above, we shall in no circumstances be liable to you or to third parties for any loss or damage arising directly or indirectly from failure to perform or delay in performing any obligation by reason of circumstances beyond our control or from delay in delivery or completion.
- 12.4 You shall indemnify us and our employees and agents against all third party claims relating in any way to goods or services supplied by us or arising from breach of our negligence in connection with the contract to meet such claims. When we supply goods or services for you to your special requirements or for your special purpose (whether or not incorporated in whole or in part in our specifications) you shall provide all necessary specifications in reasonable time to enable us to complete delivery and we shall have no liability for any defect or industrial property infringement derived wholly or partly from any specifications given by you or on your behalf, and you shall indemnify us against all claims arising from our complying with your requirements or purpose.
- 12.6 Our pricing structure is based upon these limitations of liabilities and indemnities, and you are advised to consider yourself obtaining insurance cover for any claims for which we are (pursuant to this condition otherwise) not liable for any indemnity/liability which may arise under this condition.

13. **SUSPENSION AND TERMINATION 13.1**

if:

- 13.1.1 You exceed any credit limit; or
- 13.1.2 You are in breach of any other contract with us: or
- 13.1.3 You have not paid any prior invoice within the terms of payment:
- 13.1.4 Any event conferring a right of termination under 13.2 below shall have occurred: then in any such case we shall be entitled (without prejudice to our other rights hereunder) to suspend further performance of the contract for such reasonable time as we shall deem fit and for this purpose to stop any goods in transit to you or in the course of installation.

We may by notice to you terminate our supply and/or service obligation if you are in breach of the contract or any other contract

- 13.2 with us (such breach, if capable of remedy, not having been remedied within 7 days of notice from us) or any judgement or execution or other process issued in respect of any judgement against you is unsatisfied for 14 days or (being an individual) you die or are unable to pay your debts as and when they fall due or (being a corporation) you enter liquidation or suffer the appointment of a receiver, or administrative receiver or any petition is presented or order made, for the appointment of an administrator or any event analogous to any of the foregoing shall happen in any other jurisdiction and any such termination shall be without prejudice to your obligations, and our rights under the contract save that (in respect of amounts paid by you) you shall be entitled to credit (subject to our right to set off against any liabilities (due to us or to any member of any group to which we belong) on any account) amounting to the lesser of the price under the contract with you in relation to, and the proceeds (less costs) of our subsequent disposal of, any goods which we have not delivered or which we repossess.

14. **ASSIGNMENT**

You may not assign the contract or any right thereunder without our prior written consent.

15. **INTERPRETATION**

- 15.1 These conditions shall be interpreted without reference to their heading.
- 15.2 The contract is deemed to be made at York and shall be governed by English Law, and you shall submit to non-exclusive jurisdiction of the English Courts.
- 15.3 The Uniform Law On International Sales shall not apply to the contract.
- 15.4 Any provision of these conditions held by a court of law to be invalid, shall be severable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these conditions and any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provision of these conditions.
- 15.5 The provisions of these conditions shall remain in full force and effect notwithstanding that the parties' obligations under the contract may have been performed or discharged.
- 15.6 The waiver of rights arising from any breach of any of these conditions, or non-enforcement of any of these conditions shall not prevent the subsequent enforcement of that condition, or the exercise of any right arising from that breach and shall not be deemed a waiver of rights arising from any subsequent breach.