

## ACCOUNT APPLICATION

COMPANY DETAILS	
COMPANY NAME:	
TRADING ADDRESS:	REGISTERED ADDRESS:
TELEPHONE:	FACSIMILE:
COMPANY REGISTRATION NUMBER:	EMAIL:
VAT NUMBER:	ACCOUNTS CONTACT:

BANK DETAILS	
BANK:	
ADDRESS:	
ACCOUNT NUMBER:	SORT CODE:

TRADE REFERENCES	
1:	2:
CONTACT:	CONTACT:

WHERE DID YOU HEAR ABOUT OUR COMPANY?
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SIGNATURE:	NAME (PLEASE PRINT):
POSITION:	DATE:

**ALL ORDERS ARE SUBJECT TO ACES 'STANDARD TERMS AND CONDITIONS OF SALE'**

# STANDARD TERMS AND CONDITIONS OF SALE

## 1 INTERPRETATION

**1.1** In these Conditions:

"Buyer" means the person, firm, body or company who buys the goods or services under the Contract.

"goods" means the goods (including any installments of the goods or any parts for them), which the Seller is to supply under the Contract.

"Conditions" means the standard terms and conditions of sale set out in this Contract.

"Contract" means the contract for the purchase and sale of the goods.

"ACES" means Advanced Compressor Engineering Services Limited (Registered Company No. 03880195) whose registered office is at Unit 4 Tower Estate, Warpsgrove Lane, Chalgrove, Oxon OX44 7XZ.

"services" means the installation of the goods at any location, together with any ancillary services (including, but not limited to, the removal of defective equipment).

"working day" means the hours between 0900 hours and 1730 hours on any day of the week, excluding Saturdays, Sundays and public holidays.

"writing" includes facsimile/email transmissions.

## 2 SALE

**2.1** ACES shall sell the goods and provide the services to the Buyer in accordance with any written order of the Buyer which is accepted by ACES.

**2.2** These Conditions shall govern the Contract to the exclusion of any other terms or conditions.

**2.3** Any variation to these Conditions must be agreed in writing between the Buyer and ACES.

**2.4** Any advice or recommendation relating to the goods given by any representative of ACES will not be binding on ACES unless confirmed by ACES in writing.

## 3 ORDERS AND QUOTES

**3.1** In accepting a quote or placing an order for the goods, the Buyer acknowledges that all information and specifications relating to the goods and any material produced by ACES are approximate only.

**3.2** Any error in any quote, sales literature or other document issued by ACES may be corrected without any liability to ACES.

**3.3** All orders submitted by the Buyer must be accurate and made in good time to allow ACES to perform its obligations under the Contract.

## 4 PRICE

**4.1** The price of the goods and services shall be ACES' quoted price or, where no price has been quoted, the price listed in ACES' current price list on the date of acceptance of the order.

**4.2** ACES may, by giving notice to the Buyer at any time before delivery, increase the price of the goods or services to reflect any increase in the cost of supplying them, which is due to any factor beyond the control of ACES.

**4.3** The price of the goods does not include delivery unless services are being supplied by ACES or ACES has agreed or quoted otherwise. The Buyer agrees to pay all packaging and insurance charges incurred by ACES.

**4.4** The price for the goods is exclusive of value added tax, which the Buyer shall pay to ACES.

## 5 PAYMENT TERMS

**5.1** ACES will invoice the Buyer for all sums due under the Contract after ACES has delivered or attempted to deliver the goods.

**5.2** The Buyer shall pay ACES' invoices in full without deduction or set-off within 30 days of the date of invoice. Time shall be of the essence for payment of the Contract.

**5.3** If the Buyer fails to pay on the due date then ACES (notwithstanding that delivery may not have taken place and that title to the goods shall not have passed to the Buyer) may:

- 5.3.1 sue the Buyer to recover the sums due to it;
- 5.3.2 terminate the Contract;
- 5.3.3 suspend any further deliveries to the Buyer until all debts are paid in full;
- 5.3.4 charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 12 per cent per year; and
- 5.3.5 by ACES giving notice in writing to the Buyer, cancelling any other contract between the Buyer and ACES.

## 6 DELIVERY

**6.1** The time and place for delivery and/or installation of the goods ("delivery") shall be as requested in the Buyer's order. If no place for delivery is specified then delivery shall be made by the Buyer collecting the goods from ACES' premises. It is agreed that where delivery is not at ACES' premises, ACES shall be under no obligation to any Buyer under Section 32(2) of the Sale of Goods Act 1979.

**6.2** Any dates for delivery are approximate only and ACES shall not be liable for the consequences of any delay in delivery. Time for delivery shall not be of the essence.

**6.3** If there is short or late delivery, ACES' liability shall in any case be limited to the price of the goods not delivered.

**6.4** All deliveries shall be made within the working day unless agreed otherwise by ACES, who reserves the right to charge additional costs for deliveries outside the working day.

## 7 RISK

**7.1** Risk of damage or loss of the goods shall pass to the Buyer on delivery, or if the Buyer fails to take delivery of the goods, at the time when ACES attempted to deliver the goods.

## 8 TITLE

**8.1** Title in the goods shall be retained by ACES until all sums due on any account from the Buyer to ACES have been received by ACES.

**8.2** Title in any defective compressors or other parts recovered and retained by ACES in the course of providing the services shall, unless otherwise agreed, pass to ACES.

## 9 INSTALLATION SERVICES

**9.1** Where ACES is to provide services, the Buyer will provide space and facilities to enable ACES' agents or employees to carry out the services and to provide a safe working environment which meets all relevant rules, regulations and statutes.

**9.2** The Buyer will indemnify ACES for any loss or damage suffered by it if the Buyer breaches Clause 9.1.

## 10 WARRANTY AND LIABILITY

**10.1** Nothing in this Clause 10 shall exclude ACES' liability for death or personal injury caused by its negligence.

**10.2** ACES warrants that all goods will be free from defects (whether arising as a result of defects in the goods or a failure of ACES to perform the services with reasonable skill and care) for a period of 12 months from the date of delivery.

**10.3** If the Buyer makes a claim under Clause 10.2 ACES may, at its option:

- 10.3.1 repair the goods; or
- 10.3.2 replace all or any part of the defective goods;
- 10.3.3 or refund the price of those goods which are defective.

**10.4** The warranty contained in Clause 10.2 shall be the extent of ACES' liability for defective goods or failure to provide the services with reasonable skill and care.

**10.5** Save as expressly provided in these Conditions, all implied warranties or conditions are excluded to the fullest extent permitted by law and ACES will not be liable to the Buyer for any loss of any kind whatsoever which arises out of the breach of implied warranties or conditions or breach of any other duty of any kind imposed on ACES by operation of law.

**10.6** ACES will not be liable for any of the following losses which may arise by reason of any breach of the Contract or any implied warranty, condition or other term, any representation or any duty of any kind imposed on ACES by operation of law:

- 10.6.1 any damage to foodstuffs contained in any freezer or refrigerator;
- 10.6.2 any loss of anticipated profits or expected future business;
- 10.6.3 damage to reputation or goodwill;
- 10.6.4 any damages, costs or expenses payable to the Buyer to any third party;
- 10.6.5 loss of any order or contract; or
- 10.6.6 any consequential loss of any kind.

**10.7** Unless otherwise provided in these Conditions, and subject to Clause 10.6, the liability of ACES for breach of any express or implied terms of this Contract shall be limited to the reasonable cost of remedying any defect in the goods or other matter constituting a breach and in no circumstances shall ACES' liability exceed the total amount paid by the Buyer to ACES under the Contract.

**10.8** Without prejudice to any other provisions of this Clause 10, ACES will not be in breach of the terms of the Contract for any delay in performing or failure to perform its obligations under the Contract if that delay or failure was due to any cause or circumstance beyond ACES' reasonable control.

## 11 LIABILITY

**11.1** The Buyer shall indemnify ACES against any loss or damage suffered by ACES as a result of any claims brought against ACES by any third party for:

- 11.1.1 any loss, injury or damage caused by the goods or their use;
- 11.1.2 any loss, injury or damage in any way connected with this Contract;

provided that this Clause will not require the Buyer to indemnify ACES against any liability for ACES' own negligence.

## 12 USE OF GOODS

**12.1** If ACES provides the Buyer with information about the use for which the goods are designed and about any conditions necessary to ensure that the goods will be safe, then the Buyer shall use the goods accordingly.

**12.2** ACES will not be liable to the Buyer or any third party for any loss or damage resulting from any failure to comply with Clause 12.1 or otherwise from any misuse of the goods (including, but not limited to, any negligent wiring, installation or application of the goods by the Buyer or any third party).

## 13 GENERAL

**13.1** Any notice required under these Conditions shall be in writing addressed to the other party at its registered or principal place of business or any other address notified by the receiving party to the third party giving the notice. Any notice shall be deemed to be served:

- 13.1.1 if sent by pre-paid first class post to the party to whom it is given, on the second working day after posting; or
- 13.1.2 if sent by facsimile to the recipient's facsimile number at the date and time given on the sender's transmission acknowledgement slip or (in the case of manifest error or loss of the slip) on receipt.

**13.2** If any of these Conditions are held by any competent authority to be unlawful, invalid or unenforceable in whole or in part, then the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

**13.3** The Contract and these Conditions shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.

**13.4** Failure or neglect by ACES to enforce at any time any of these Conditions shall not be a waiver of ACES' rights and it shall not affect the validity of the whole or any part of these Conditions or prejudice ACES' right to take subsequent action.

### ADVANCED COMPRESSOR ENGINEERING SERVICES LIMITED

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[www.acesgroup.co.uk](http://www.acesgroup.co.uk)

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