

CMT Group, Riverbridge House, Anchor Blvd, Dartford, DA2 6SL

APPLICATION FOR NEW ACCOUNT

Full legal trading name:

Trading type: Private Ltd Co. Partnership Sole trader PLC

Company Reg: How did you hear about us?

VAT Number: Vendor Number:

Registered address

Post code

Trading address / invoice address if different from registered address

Post code

Directors'/partners' names and addresses

1

2

Contacts

	Name	Email address	Phone number
Accounts			
Buyer			
Other			

Trade references

Company		Company	
Contact name		Contact name	
Address		Address	
Telephone		Telephone	
Email address		Email address	

Accounts information

Credit limit required	£ / €	Your PO reference format/s	
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Do you use a portal system for invoicing? eg. Tradex Yes No If yes, specify:

Do you require consolidated PODs and Invoices? Yes No

STANDARD TERMS ARE 30 DAYS END OF MONTH

Declaration

Authorised by a person who holds responsible responsibility within the company ie. Buyer, Purchase Ledger Manager, General Manager

I HAVE READ AND UNDERSTOOD YOUR CONDITIONS OF SALE AND AGREE THAT ALL PURCHASES MADE WILL BE SUBJECT EXCLUSIVELY TO THESE CONDITIONS

Sign	
Print name	
Date	
Position	

CMT Equipment Ltd. - Conditions of Sale

1. GENERAL

1.1 In these Conditions of Sale: "the Supplier" means CMT Equipment Ltd t/a CMT Group, Safesmart Access and any further trading names used by the Supplier from time to time; "the Buyer" means any person, firm, company, corporation or any other body, purchasing Goods from the Supplier; "Contract" means the contract between the Supplier and the Buyer for the Sale and purchase of the Goods in accordance with these Conditions of Sale; "Credit Account" means a running credit account which allows the Buyer to spread the cost of purchasing Goods across a number of regular payments, when set up in line with the Supplier's standard credit account procedures; "Delivery Location" means the delivery address set out in the Order; "Force Majeure Event" has the meaning given in clause 10.1; "Goods" means each and every good or product and any part thereof supplied or to be supplied by the Supplier as specified in the Order; "Order" means an order placed by the Buyer for the Goods using the Website or a third party buying platform, alternatively the Buyer's order for Goods can be set out in the Buyer's written acceptance of the quotation provided by the Supplier (such acceptance may be submitted by the Buyer by email or fax; "Website" means www.cmt.co.uk or such other website specified by the Supplier from time to time that is operated by the Supplier or on the Supplier's behalf; "Working Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1.2 The Supplier offers Goods for sale subject to these Conditions of Sale which shall apply to and be incorporated into all contracts made by the Supplier for the sale of Goods, to the exclusion of any other terms and conditions that the Buyer seeks to impose or incorporate, or which are implied by law, trade, custom or course of dealing. Any written, printed or standard terms or conditions contained in any document emanating from the Buyer shall have no legal effect whatsoever and the Buyer waives any right he may otherwise have to rely on such terms or conditions.

1.3 No employee, subcontractor or agent of the Supplier has authority to modify, amend or exclude any of these Conditions of Sale, to sell or enter in to an agreement to sell otherwise than subject exclusively to these Conditions of Sale or to make any representation or warranty (save as provided herein) without the express authority in writing of a director of the Supplier and no modification, amendment or exclusion of these Conditions of Sale or any part thereof shall be binding on the Supplier unless otherwise agreed in writing by a director of the Supplier.

1.4 To the extent permitted by law, the Supplier, its employees, subcontractors and agents shall have no liability whatsoever to the Buyer, whether in contract, tort or otherwise howsoever for any losses, damages, costs or expenses arising out of or in connection with any advice, information or opinion or statement given or made by the Supplier, its employees, subcontractors or agents, whether the same be oral or in writing. In particular and without prejudice to the general ity of the foregoing, it is the responsibility of the Buyer to determine whether the Goods ordered are suitable for any purpose for which they may be required.

1.5 Any specifications; speed ratings; formulations; data; literature, statements as to content; suitability; performance or otherwise, and descriptions and samples given by the Supplier in connection with Goods supplied are offered in good faith but are intended to be approximate only and shall be deemed not to constitute representations. They shall not form any part of the Contract or have any contractual force.

1.6 The Supplier reserves, at its sole discretion, the absolute right to refuse any Order and in the event of so doing shall incur no liability whatsoever, howsoever caused. The Supplier shall not be required to provide the reason for such refusal.

1.7 The Supplier will collect personal data from the Buyer and process it for the purpose of offering its services and administering Orders for Goods. The Supplier will process all personal data from the Buyer in accordance with the Supplier's privacy policy, as displayed on the Website at the time of placing the Order.

2. QUOTATIONS

2.1 Notwithstanding Condition 1.3 any quotation, verbal or written, issued by the Supplier (which may or may not constitute an offer to sell), is not of the essence of the Contract, but nevertheless remains subject to the Conditions of Sale.

3. PRICE

3.1 The price of Goods supplied shall be the price stated in the Order. If no price is quoted, the price payable for the Goods shall be that contained in the Supplier's price list current at the time of dispatch.

3.2 The Supplier reserves the right to make at any time such alterations to its price list as it may deem fit.

3.3 Unless otherwise agreed in writing in accordance with Conditions 1.3, all prices shall be deemed to be exclusive of value added tax which shall be payable in addition by the Buyer at the rate prevailing at the tax point of sale.

3.4 The prices of Goods exclude delivery charges and the Supplier reserves the right to charge the Buyer extra for the cost of delivery of the Goods.

4. PAYMENTS

4.1 Time for payment is of the essence of the Contract.

4.2 Unless otherwise agreed in accordance with Condition 1.3 or unless the Buyer has a current Credit Account with the Supplier, the price of the Goods and any additional charges will be paid in sterling in full (in cash or cleared funds) on the date of the Order.

4.3 Unless otherwise agreed in accordance with Condition 1.3 payment for Goods supplied on a Credit Account shall become due and payable not later than the last day of the month following the month of delivery of Goods.

4.4 Without prejudice to any other rights of Supplier, however arising, in the event that the Buyer fails to pay the price or any part thereof or any other sums due under the Contract in accordance therewith, the Supplier shall be entitled:

(i) to charge interest at the rate of [1%] per month, or at the rate of 4% per annum above the Lloyds Bank PLC base rate from time to time in force, whichever is the higher, on all sums payable by the Buyer from the date on which the sum became payable until payment in full has been received by the Supplier;

(ii) to refuse to make delivery of any Goods ordered by the Buyer whether under the same or any other Contract with the Supplier, without incurring any liability whatsoever to the Buyer, until payment is made in full of all sums due from the Buyer to the Supplier;

(iii) to recover all costs and expenses incurred by the Supplier in collection or recovery of sums due and the Buyer hereby agrees to indemnify the Supplier on demand in respect of all such costs and expenses.

(iv) to terminate with or without notice the Contract insofar as it remains unperformed, whereupon the Buyer shall be liable to pay to the Supplier all sums due at termination, plus the amount of any loss whatsoever sustained by the Supplier by reason of the said termination.

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4.5 The Supplier shall be entitled to close or suspend any Credit Account at any time, in its sole discretion. In that event, the balance of the Credit Account shall be payable forthwith.

4.6 All amounts due under the Contract from the Buyer to the Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. QUALITY AND FITNESS FOR PURPOSE

5.1 The Supplier warrants that, for a period of [12] months from the date of delivery (warranty period), the Goods shall:

- (i) conform in all material respects with their description set out in the Order;
- (ii) be free from material defects in design, material and workmanship; and
- (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (iv) be fit for any purpose held out by the Supplier.

5.2 Subject to clause 5.3, if:

- (i) the Buyer gives notice in writing to the Supplier during the warranty period, within 5 Working Days of discovery that some or all of the Goods do not comply with the warranties set out in clause 5.1;
- (ii) the Supplier is given a reasonable opportunity of examining such Goods; and
- (iii) the Buyer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, the Supplier shall, at its option, repair or replace any Goods that are found to be defective or refund the price of such defective Goods in full.

5.3 The Supplier shall not be liable for Goods' failure to comply with the warranties set out in clause 5.1 if:

- (i) the Buyer makes any further use of such Goods after giving notice of defects in accordance with clause 5.2;
- (ii) the defect arises because the Buyer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (iii) the defect arises as a result of the Supplier following any drawing or design supplied by the Buyer;
- (iv) the Buyer alters or repairs such Goods without the written consent of the Supplier;
- (v) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (vi) the Goods differ from their description in the Order as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 The Supplier's only liability to the Buyer if the Goods fail to comply with the warranties set out in clause 5.1 is as set out in this clause 5.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 The terms of the Contract shall apply to any repaired or replacement Goods supplied by the Supplier.

6. RISK

6.1 All Goods shall be at the Buyer's risk from the time of delivery to the Buyer.

7. TITLE TO GOODS

7.1 Title to the Goods shall not pass to the Buyer until the Supplier receives payment in full (in cash or cleared funds) for the Goods in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

7.2 Until title to the Goods has passed to the Buyer, the Buyer shall:

- (i) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Supplier's property;
- (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
- (iv) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7.3 Subject to clause 7.4, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Buyer resells the Goods before that time:

- (i) it does so as principal and not as the Supplier's agent; and
- (ii) title to the Goods shall pass from the Supplier to the Buyer immediately before the time at which resale by the Buyer occurs.

7.4 If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in clause 9.1(ii) to clause 9.1(iv), then, without limiting any other right or remedy the Supplier may have:

- (i) the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- (ii) the Supplier may at any time:
 - (a) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (b) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

8. DELIVERY

8.1 The Supplier shall ensure that:

- (i) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Buyer and Supplier reference numbers, the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (ii) if the Supplier requires the Buyer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Buyer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

8.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Buyer that the Goods are ready.

8.3 Delivery is completed on the completion of unloading the Goods at the Delivery Location.

8.4 Any delivery dates or times given are approximate only and time of delivery is not of the essence under any Contract.

The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's

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failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

8.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

8.6 If the Buyer fails to take delivery of the Goods within [3] Working Days of the Supplier notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

(i) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Working Day after the day on which the Supplier notified the Buyer that the Goods were ready; and

(ii) the Supplier shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses.

8.7 If [10] Working Days after the day on which the Supplier notified the Buyer that the Goods were ready for delivery the Buyer has not taken actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.

8.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

9. TERMINATION

9.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Buyer if:

(i) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days being notified in writing to do so;

(ii) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(iii) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(iv) the Buyer's financial position deteriorates to such an extent that in the Supplier's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Supplier if the Buyer becomes subject to any of the events listed in clause 9.1(ii) to clause 9.1(iv), or the Supplier reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

9.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

9.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

9.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

10. FORCE MAJEURE

10.1 If the Supplier is prevented, hindered or delayed, whether directly or indirectly, from making delivery of the Goods or any part thereof in accordance with the terms of any Contract or from otherwise performing such Contract or any part thereof by reason of an Act or Acts of God, war, embargo, riot, strike, lock-out, trade dispute, fire, breakdown, inclement weather, interruption of transport, government action, pandemic, epidemic, delay in delivery or non-delivery to the Supplier of any Goods or materials or by any cause whatsoever (whether or not of like nature to those specified above) outside its control (each a "Force Majeure Event"), it shall be under no liability whatsoever whether in contract, tort or otherwise howsoever to the Buyer and shall be entitled at its option, to be notified in writing to the Buyer, either to cancel the Contract or, without any liability, to extend the time of such performance by a period equivalent to that during which performance has been prevented, hindered or delayed as aforesaid.

11. CANCELLATION OF ORDERS/RETURNS

11.1 Supplier may in its sole discretion accept or reject the cancellation of any Order once such Order has been accepted by the Supplier. The Supplier will in no circumstances accept the cancellation of an Order for Goods which are specially made or obtained once such an Order has been accepted by the Supplier nor will any allowance be made in respect of such Goods where they are subsequently returned.

11.2 The Supplier may in its sole discretion accept or reject the return of any Goods which have been incorrectly ordered.

In the event that the Supplier decides to accept the return of such Goods, such acceptance shall be upon such terms as the Supplier may determine and in particular the Supplier reserves the right to charge for the carriage and handling of such Goods.

11.3 Standard goods from our catalogue can be returned providing goods are in A1 condition and in original packaging but will incur a minimum 15% restocking charge. You must request the return of goods with our customer services department (by email at customersupport@cmt.co.uk) within 10 Working days of the date of the Order and the Goods returned with us within 20 Working days of the date of the Order. If you require us to collect the Goods, a collection charge will apply depending on location and volume of Goods – the minimum collection charge being £15 (fifteen pounds). Printed and embroidered Goods, and any Goods ordered as a special are non-returnable under any circumstances and cannot be cancelled once the Order has been processed.

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12. LIMITATION OF LIABILITY AND INDEMNITY

12.1 Nothing in this Contract shall limit or exclude the Supplier's liability for any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

12.2 Subject to clause 12.1, the Supplier shall not be liable for any expenditure, loss (including without limitation loss of profit, economic loss, indirect and consequential loss) damage or injury arising out of any use or dealing with any Goods howsoever such expenditure, loss, damage or injury shall arise.

12.3 Subject to clause 12.1, the Supplier's total liability to the Buyer for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed one hundred per cent (100%) of the price paid by the Buyer for Goods under the Contract.

12.4 The Buyer shall indemnify the Supplier against all and any claims, costs, actions or demands whatsoever and howsoever arising made by any third party (including the Buyer's employees) whether direct or indirect relating to the Goods or the use thereof including without limitation those arising out of the manufacture or process according to instructions or designs of the Buyer.

13. NON-WAIVER OF RIGHTS

13.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall be construed as a waiver of that or any other of its rights or remedies. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. NOTICES

14.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
(ii) sent by email to the address specified in the Order

14.2 Any notice shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; and
(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.2(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. ASSIGNMENT

15.1 The Buyer shall not assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

15.2 The Supplier may at any time assign, transfer, subcontract or deal in any other manner with any or all of its rights under this Contract.

16. CONFIDENTIALITY

16.1 Each party undertakes that it shall not at any time during the Contract and for a period of 3 years after termination or completed performance of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2(ii).

16.2 Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 16.2; and
(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

17. THIRD PARTY RIGHTS

17.1 No one other than a party to this Contract and its permitted assigns shall have any right to enforce any of its terms.

18. INTERPRETATION

18.1 In event of the invalidity, illegality or unenforceability of any of these Conditions of Sale or any part thereof, the same shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

18.2 These Conditions shall be interpreted without reference to their headings which are for reference purposes only.

18.3 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

18.4 Any claim or dispute (including non-contractual disputes or claims) arising in any way out of or in connection with the Contract or the supply of Goods shall be subject to the exclusive jurisdiction of the courts of England and Wales.

18.5 The Uniform Law on International Sales shall not apply to the contract.

19. ENTIRE AGREEMENT

19.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.