

## NEW ACCOUNT APPLICATION FORM

**COMPANY NAME:**

**ADDRESS:**

**Post Code:**

**Proprietor's Name:**

**Tel:**

**Fax:**

**Vat No:**

**Co.Reg No:**

**Purchasing Contact:**

**Purchasing Email:**

**Accounts Contact:**

**Accounts Email:**

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**TRADE REF 1:**

**Tel:**

**Fax:**

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**TRADE REF 2:**

**Tel:**

**Fax:**

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**Nature of business (please select by clicking):**

Tank Manufacturer	Tank Supplier/Installer	Engineering/Service
Refuelling Equipment Reseller	Fuel Distributor	AdBlue Distributor
Hydraulics	Garage/Lube Equipment Supplier	Garage/Workshop
Heating/Plumbing Merchant	Heating/Plumbing Installer	Builders' Merchant
Agricultural Merchant	Farmer/Farming Contractor	Transport/Fleet
Plant/Equipment Hire	Generator	Industrial Pumps
Filtration	Marine	Procurement
Private Individual	Other (Please specify):	



**Tel:** +44 (0)121 351 4445 **Fax:** +44 (0)121 351 4442  
**Email:** sales@centretank.com **Web:** www.centretank.com

Company registered in England 2136427, VAT: 478203830, WEEE: WEE/CH0630XY



**Further customer information:**

Do you have a trade counter? Yes.... No.... Do you have sales reps? If so, how many? Yes

Are you a stockist? Yes.... No....

**How did you find us? (please select by clicking):**

Internet search Recommendation Show/Exhibition Advertisement

Dealt with us before Directory Other (please specify):

**I hereby agree to your terms and conditions as enclosed. Please click to confirm:**

*Authorised name:*

*Designation:*

*Date of signing:*

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**For Office Use Only:**

Ack'd:

Acc No:

C / Limit:

Opened:

Disc:



# STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS

ORDERS ARE ACCEPTED ON THE BASIS THAT THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE ORDER AND ANY SUBSEQUENT CONTRACT BETWEEN THE PARTIES. PLEASE READ ALL OF THEM CAREFULLY.

## 1. DEFINITIONS

In these terms and conditions “the Company” shall mean Centre Tank Services Ltd. The “Customer” shall mean the person, firm, company, or organisation purchasing or agreeing to purchase the products from the company.

The “Parties” shall mean the Company and the Customer collectively.

## 2. GENERAL

Orders are accepted solely at our discretion and shall constitute a legally binding document between the Parties. Such contract is hereafter referred to in these terms and conditions as “an order.”

In the event of the Customer’s official order forms containing special printed conditions, it is understood that the conditions are only binding in so far as they are not at variance with the Company’s terms and conditions and, in the event of such variance, the Company’s terms and conditions shall take effect.

These conditions shall override any contrary, different or additional terms and conditions contained or referred to in any quotations, estimates, prior order forms or other documents from us. No addition, alteration, exclusion, substitution, or waiver of these terms and conditions will be valid unless expressly accepted in writing by the Company or a person authorised to sign on behalf of the Company.

Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which the Company may be entitled in relation to the goods / and or the work the subject of an order.

## 3. SPECIFICATION

All goods supplied by the Company shall be in accordance with our current price list and specifications as published from time to time and further specifications or descriptions expressly listed or set out on the face of the order.

The Company at the request of a Customer may furnish technical advice with reference to the use of goods and materials sold hereunder, but on the express understanding that any such advice or assistance is given and accepted at the Customer’s risk and the Company shall not be liable for any loss, damage, or claims arising there from.

## 4. ACCEPTANCE

The Customer will be deemed to have accepted all goods upon their delivery by the Company to the address specified in the order. When accepting goods delivered by a carrier it is essential that the goods be checked for damage before signing receipt of the goods.

In the event the customer contracts the company to deliver and install the goods, the customer be deemed to have accepted the goods when they sign to say that the work has been completed.

## 5. DELIVERY AND RISK

The Company will try to ensure compliance with any delivery times and dates given. However such times and dates are estimates only. The Company will not be responsible for any loss whatsoever arising from or



consequential upon delay in delivery.

Risk in the goods shall pass to the Customer upon delivery.

## **6. TITLE AND PAYMENT**

Unless otherwise stated, payment of the full price of the goods comprised in each order shall become due 30 days net.

The Company reserves the right to charge daily interest on late payment of the amounts due, at a rate of 4% per annum above the then base lending rate at Bank of England from the date the payment was due until actual date of payment.

Title to the goods comprised in the order shall not pass to the Customer until the full price has been paid. The Company reserves the right to sue for payment of the price once payment becomes due notwithstanding that title may not have passed.

## **7. PRICE**

Prices shown on Company literature, quotations, or order acknowledgements are subject to alteration or withdrawal without notice.

If the price of the goods increases for any reason between the date of the order and the date of delivery the Company will notify the Customer of this and give the Customer the choice of accepting the price increase or cancelling the order in which case any deposit paid by the Customer will be refunded in full.

All prices quoted are exclusive of VAT which will be charged at the applicable rate on the date of dispatch.

## **8. DAMAGE AND RETURNS**

No claim for damage in transit, shortage of delivery or loss of goods in transit can be considered unless separate notice in writing is given to the Carrier concerned and the Company within 7 days of receipt of the goods, or in the event of loss of all the goods, within 7 days of the date of the invoice.

The Company reserves the right to refuse the return of any goods ordered in error. Any goods accepted by the Company for return may be subject to a handling fee equal to 20% of the invoice amount on goods already delivered.

## **9. FORCE MAJEURE**

The Company shall not be liable for delay or failure to perform any of their obligations under this order if the delay or failure is caused by any circumstances beyond their reasonable control.

For the purposes of this condition, "force majeure" shall include, but not be limited to acts of God, war, terrorism, civil disorder, industrial dispute, fire, or explosions.

In the event of a "force majeure" event the Company shall be entitled to cancel any agreement with the Customer or elect a reasonable extension of time for the Company to effect performance of their obligations.

## **10. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS 2006**

The Purchaser shall be responsible for the costs of collection, treatment, recovery and environmentally sound disposal of the Product and Replaced Product in accordance with the Regulations.

The Purchaser shall not dispose of the Product or the Replaced Product other than in accordance with the Regulations.

The Purchaser agrees to indemnify and keep indemnified the Seller from and against any and all loss damage or



liability (whether criminal or civil) suffered and legal fees and costs incurred by the Seller resulting from a breach of this clause.

\*\*"Replaced Product" means any product that is intended to be replaced by the Product.

## 11. GUARANTEE / WARRANTY

All products supplied are guaranteed against faulty materials and workmanship for a period of 12 months from date of invoice. Faulty products returned to the Company will be repaired or replaced at the Company's discretion and returned free of charge.

For large installations supplied, for example commercial pumps, management systems, the company may arrange for onsite repair or the replacement of defective parts.

Any misuse, abuse, incorrect installation, or improper maintenance will invalidate this guarantee.

The Company will not be held liable for any charges incurred by the Customer in attempting to rectify/repair and/or modify the products including transport or labour costs without the written permission of the Company.

These actions may also invalidate the guarantee.

Waste Electrical and Electronic Equipment Regulations 2006

The Purchaser shall be responsible for the costs of collection, treatment, recovery and environmentally sound disposal of the Product and Replaced Product in accordance with the Regulations.

The Purchaser shall not dispose of the Product or the Replaced Product other than in accordance with the Regulations.

The Purchaser agrees to indemnify and keep indemnified the Seller from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Seller resulting from a breach of this clause.

\*\*"Replaced Product" means any product that is intended to be replaced by the Product.

The Company shall not under any circumstances be liable for any indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise.

The Company does not provide additional guarantees and the total guarantee provided is limited to the cost of the product supplied

## 12. COMPLAINTS

The Company aims to provide a high level of service. If the Customer has an enquiry or complaint regarding the goods provided by the Company then please address them to Centre Tank Services Ltd, Unit 41 Minworth Industrial Park, Forge Lane, Sutton Coldfield, West Midlands, B76 1AH

## 13. DISCLAIMER

While every effort has been made to ensure all details and information contained within the Company's literature are correct, the Company cannot be held responsible for any omissions or errors that may occur. The Company at the request of a customer may, but without being under any obligation to do so, furnish technical advice with reference to the use of the goods or materials sold hereunder, but on the express understanding that any such advice or assistance is given and accepted at the customer's risk and the Company shall not be liable for any loss, damage or claims arising there from

## 14. JURISDICTION

**If any part of these terms and conditions are found to be unlawful it shall not affect the validity or enforceability of the remaining clauses. These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.**

