

NEW ACCOUNT APPLICATION FORM

Only use Adobe Acrobat
to complete electronically

COMPANY NAME:

ADDRESS:

Post Code:

Proprietor's Name:

Tel:

Fax:

Vat No:

Co.Reg No:

Purchasing Contact:

Purchasing Email:

Accounts Contact:

Accounts Email:

TRADE REF 1:

Tel:

Fax:

TRADE REF 2:

Tel:

Fax:

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:

For Office Use Only:

Ack'd:

Acc No:

C / Limit:

Opened:

Disc:

Please email completed forms to sales@centretank.com



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

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CENTRE TANK SERVICES LTD

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR SERVICES

THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 11.4.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Buyer: the person, firm, or company who purchases the Goods from the Company.

Company: Centre Tank Services Ltd
Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions
Delivery Point: the place where delivery of the Goods is to take place under condition 4.

Goods: any goods and/or services agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase order, confirmation of order, specification, or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company.

2.4 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.5 Each order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions

2.6 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or the Company delivers the Goods to the Buyer.

2.7 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.8 Any quotation given by the Company shall not constitute an offer. A quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

3.1 The quantity and description of the Goods shall be as set out in the Buyer's order or the Company's current quotation or acknowledgement of order. If the description of the Goods is not set out in any such document then the Company's current specification as published from time to time shall apply.

3.2 All samples, drawings, descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company's websites, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or any other contract between the Buyer and the Company, and this is not a sale by sample.

4. DELIVERY

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the address specified in the order provided by the Buyer.

4.2 The Buyer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.

4.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.4 The Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs,

damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences, or authorisations then from the time that the Buyer fails to accept delivery:

(a) Risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);

(b) The Goods shall be deemed to have been delivered; and

(c) The Company may store the Goods until delivery, and the Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

4.6 If 14 days after the Company notified the Buyer that the Goods were ready for delivery the Buyer has not accepted delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and charge the Buyer for any shortfall below the price of the Goods that would have been payable to the Company by the Buyer.

4.7 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading and unloading the Goods.

4.8 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.

4.9 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.10 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment, nor any delay in delivery or defect in an instalment, shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

4.11 Goods returned to the Company within 14 days of purchase for credit without fault may be accepted at the discretion of the Directors provided the goods are unused and are, along with the associated packaging, in as new condition. The value of the credit will be less a restocking charge equal to 20% of the sale value.

4.12 Goods specially ordered or manufactured for the Buyer may not be returned for credit.

5. NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the nondelivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

5.3 Subject to condition 4.4, any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK/TITLE

6.1 The Goods are at the risk of the Buyer from the time of their delivery or deemed delivery.

6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

(a) The Goods; and

(b) All other sums which are or which become due to the Company from the Buyer on any account.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

(a) Hold the Goods on a fiduciary basis as the Company's bailee;

(b) Store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

(c) Not destroy, deface, remove, or obscure any identifying mark or packaging on or relating to the Goods;

(d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company, and on request produce the policy of insurance to the Company;

(e) Notify the Company immediately if it becomes subject to any of the events listed in condition 10.2; and

(f) Give the Company such information relating to the Goods as the Company may require from time to time.

6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

(a) Any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

(b) Any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in condition 10.2, or the Company reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then the Buyer's right to possession of the Goods shall terminate immediately, and without limiting any other right or remedy the Company may have, the Company may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, the Company may enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

6.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7. PRICE

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price quoted by the Company or as set out in the Company's published price list in force on the date of delivery or deemed delivery.

7.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

7.3 The Company may, by giving notice to the Buyer at any time up to 7 days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) Any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or any specification; or

(c) Any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions.

8. PAYMENT

8.1 The Company may invoice the Buyer for the Goods on or at any time after the completion of delivery.

8.2 Subject to condition 8.5, payment of the price for the Goods is due in pounds sterling (or Euro if quoted) 30 days after the Goods are delivered or deemed to be delivered.

8.3 Time for payment shall be of the essence.

8.4 No payment shall be deemed to have been received until the Company has received cleared funds.

8.5 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

8.6 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.

8.7 If the Buyer fails to make any payment due to the Company under the Contract by the due date for payment, then the Buyer shall pay interest to the Company on the overdue amount at the rate of 4% per annum above the Bank of England's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest

together with the overdue amount.

9. QUALITY

9.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

9.2 The Company warrants manufacturing defects only that (subject to the other provisions of these conditions) on delivery, and for a period of 12 months from the date of delivery or invoice which ever occurs soonest with the exception of delivery hoses and hand pumps with a limited 3 month warranty, the Goods shall:

(a) Be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

(b) Be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing.

9.3 The Company shall not be liable for a breach of any of the warranties in condition 9.2 unless:

(a) The Buyer gives written notice of the defect to the Company within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and

(b) The Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost for the examination to take place there.

9.4 The Company shall not be liable for a breach of any of the warranties in condition 9.2 if:

(a) the Buyer makes any further use of such Goods after giving notice in accordance with condition 9.3 ; or

(b) The defect arises because the Buyer failed to follow the Manufacturer's or Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) common sense, good trade / industry practice; or

(c) The Buyer alters or repairs such Goods without the written consent of the Company; or

(d) The defect arises as a result of the Company following any drawing, design, or specification supplied by the Buyer;

(e) The defect arises as a result of fair wear and tear (pump vanes), wilful damage, negligence or abnormal storage or working conditions.

9.5 Subject to condition 9.3 and condition 9.4, if any of the Goods do not conform with any of the warranties in condition 9.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Company and on the basis that the return may be subject to a handling fee amounting to 20% of the invoice amount of the Goods.

9.6 If the Company complies with condition 9.5 it shall have no further liability for a breach of any of the warranties in condition 9.2 in respect of such Goods.

9.7 Any goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the un-expired portion of the 12 month period.

9.8 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.

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.

10. BUYER'S INSOLVENCY OR INCAPACITY

10.1 If the Buyer becomes subject to any of the events listed in condition 10.2 or the Company reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Company without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.

10.2 For the purposes of condition 10.1 the relevant events are:

- (a) the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- (b) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (if the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer; or
- (c) (Being an individual) the Buyer is the subject of a bankruptcy petition or order; or
- (d) a creditor or encumbrance of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (e) (Being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer; or
- (f) (Being a company) a floating charge holder over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver; or
- (g) A person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer; or
- (h) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 10.2 (a) to condition 10.2 (g) (inclusive); or
- (i) The Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
- (j) The financial position of the Company deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
- (k) (Being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

11. LIMITATION OF LIABILITY

11.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Buyer in respect of:

- (a) Any breach of these conditions;
- (b) Any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- (c) Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these conditions excludes or limits the liability of the Company:

- (a) For death or personal injury caused by the Company's negligence; or
- (b) Under section 2(3), Consumer Protection Act 1987; or
- (c) For any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (d) For fraud or fraudulent misrepresentation.

11.4 Subject to condition 11.3 (a) the Company shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract; and (b) the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the Contract price.

12. ASSIGNMENT

12.1 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.2 The Buyer may not assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

13. FORCE MAJEURE

13.1 Neither party shall be liable for any failure or delay in performing its

obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13.2 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Company) if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event, provided that, if the event in question continues for a continuous period in excess of 60 days, either party shall be entitled to give notice in writing to the other to terminate the Contract.

14. GENERAL

14.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

14.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, void ability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

14.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

14.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

14.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

15. COMMUNICATIONS

15.1 All communications between the parties about the Contract shall be in writing (including e-mail) and delivered by hand or sent by pre-paid first class post or sent by fax or e-mail:

Centre Tank Services Ltd,
Unit 41 Minworth Industrial Park,
Forge Lane,
Sutton Coldfield,
West Midlands,
B76 1AH,

Tel: +44 (0) 121 351 4445 | Fax: +44 (0) 121 351 4442

16. PRIVACY POLICY & USE OF DATA

We process and record some personal information such as name, email address and telephone number for certain legitimate business purposes. These may include some or all of the following:

- To verify your identity as a genuine customer/potential customer
- To carry out the service you have requested of us i.e. provide you with information relating to your enquiry/order/delivery
- To update you on changes to our business that may impact how we deal with you i.e. price changes, delivery options and opening times
- For direct marketing purposes that we believe you will have a legitimate interest in as a customer i.e. new products and promotional offers that we have identified as suited to the nature of your business

You are able to opt out from having your information processed and from receiving any direct marketing at any time by emailing marketing@centretank.com or writing to us at our registered business address. This may however affect our ability to carry out services you have requested of us, and will mean not being informed of new products and promotional offers that we believe you/the company you work for may benefit from hearing about.

We will not give out any information to any third parties except in compliance with a request of a law enforcement agency. Under no circumstances will your name, e-mail, phone number or address be sold to, or given to any other parties. We will never willfully sell, lease, or rent any of your or your business' personally identifiable information to any third party.