



DENTS

Established
1777

Stephen Collins

Furnax Lane, Warminster, Wiltshire, BA12 8PE, England
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VAT registration No: GB 146 0051 08

NEW ACCOUNT APPLICATION FORM

BUSINESS CONTACT INFORMATION

Title			
Company name			
Nature of business			
Phone		E-mail	
Registered company address			
			Post code
Company Registration No		Vat No	
Date business commenced	Sole proprietor	Partnership	Limited Company
Do you already trade with any of the following	Dents	Gaby	Stephen Collins

BUSINESS AND CREDIT INFORMATION

Primary business address			
			Post code
Phone		E-mail	
How long at current address?			
Primary business address (if different to above)			
			Post code
Phone		E-mail	
Bank name and address			
			Post code

TRADE REFERENCE 1

Company name			
Address			
			Post code
Phone	Fax	E-mail	

TRADE REFERENCE 2

Company name			
Address			
			Post code
Phone	Fax	E-mail	

SIGNATURES

I/We request that a credit account is opened for me/us in accordance with the above particulars and confirm that I/we have read and fully accept your terms and conditions.

Signed		Date		Signed		Date	
Name		Title		Name		Title	

HEAD OFFICE USE ONLY

Date references applied for		Credit Limit	
Date account approved		Approved by	
1 st Order terms		Account Number	
Comments		Agent	

DEWHURST DENT PLC STANDARD TERMS AND CONDITIONS OF SALE

GENERAL

1. Except where expressly agreed by us in writing, all goods are sold and contracts concluded subject only to our Standard Terms and Conditions of Sale as set out below. No other conditions are to apply and no variation of the contract or these conditions is of any effect unless accepted by us in writing.
2. In the interest of good business relations we may at our discretion and in appropriate cases waive or relax these conditions in favour of purchaser, but any such waiver relaxation or other latitude allowed shall be without prejudice to the implementation of these conditions in all other respects.

TERMS

3. All contracts are concluded on the basis of prices exclusive of Value Added Tax (VAT). VAT will be charged at the rate ruling at the relevant tax point.
4. Payment terms: Strictly nett. 30 days from date of invoice.

PASSING OF TITLE AND RISK

5. Notwithstanding any agreed terms of payment, goods are not sold or delivered on credit but on condition that the ownership bearing does not pass to purchaser until fully paid for. Until such payment we remain fiduciary owners of goods delivered.
6. If before such payment goods are applied to or incorporated with or converted into other articles or goods by purchaser, our proprietary rights shall forthwith attach to such other articles or goods which shall stand charged by way of surety for payment of the goods supplied by us.
7. If before such payment, purchaser in the ordinary course of business resells any such goods as are mentioned in a) or b) above, then our proprietary rights shall forthwith attach to the proceeds of resale and to the right to recover the same, which shall likewise stand charged by way of surety for payment of the goods supplied by us.
8. Notwithstanding our rights as fiduciary owners, goods are at purchaser's risk from the date of delivery and purchaser shall forthwith insure the same against loss or damage.

DELIVERY

9. Whilst delivery dates are estimated in good faith and we will use all reasonable endeavours to meet them, delivery dates are approximate only and we do not incur any liability if delivery is delayed by causes outside our control.
10. Except where otherwise specifically provided in any particular contract, delivery is ex our works or warehouse.

INSTALMENT DELIVERIES

11. Where delivery is to be made by instalments, each delivery shall be deemed a separate contract governed by these Conditions and failure of any delivery shall not vitiate contracts for deliveries of other instalments, save that non-payment for any one such instalment on the due date shall entitle us to withhold delivery of further instalments and, at our election to treat any other contracts between the parties, including the contract or contracts in respect of such further instalments, as repudiated by purchaser.

WARRANTIES

12. We undertake that goods supplied by us shall be of first class materials and sound workmanship. Where goods are sold by description and/ or by sample we undertake that the goods shall substantially conform with such description and/or sample as the case may be, subject only (unless expressly agreed) to such reasonable tolerances and variations as are generally accepted within the trade.
13. Unless otherwise stated in writing, we give no other warranty condition or guarantee and contracts are not subject to any express or implied condition statement for any specific purpose (whether such purpose is made known to us or not).
14. Nothing in Condition 13 above or elsewhere in these conditions is to exclude purchaser's rights under terms implied by Section 12 of the Sale of Goods Act 1893 (as amended).
15. Warranties and undertakings given by us are subject to lodgement of claims by purchaser within the time limits hereinafter set out and failure by purchaser to adhere to such time limits will invalidate such warranties and undertakings.

CONSEQUENTIAL LOSS

16. Our liability is strictly confined to the limitations set out in these conditions and we are not to be liable nor deemed to be liable under any circumstances for indirect or consequential loss or damage of any nature (including loss of profit) or due to any cause.

CLAIMS AND RETURNS

17. On receipt of goods purchaser must inspect them forthwith and notify us in writing of any shortage or defect. No claim can be entertained in respect of goods delivered unless such claim is received within 28 days of despatch of the goods. Part losses or damage in transit must be notified to us within 7 days of receipt of goods and non-delivery of any entire consignment must be notified to us within 14 days of goods leaving our warehouse, as advised to purchaser by the despatch date as shown on the invoice. No claims will be accepted unless purchaser has complied with his obligations to notify us in writing within the above limits. On receipt of due notification of defects we will make good or replace at our expense any defective goods or parts which are proved to our satisfaction to be due to the use of defective materials or workmanship by ourselves. Claims under this condition must be accompanied by full details to enable us to identify the consignment and the contract under which the goods were supplied and where appropriate, we must be given all reasonable opportunity to verify the defects complained of. Any defective goods so replaced shall remain our property.

DESIGNS

18. Purchaser acknowledges our ownership of designs applied to goods and our copyright in such designs whether registered or not. Except where we agree to confine a design to purchaser's goods exclusively, we reserve the right to apply the same design to goods sold to other customers. Any exclusivity we may grant to purchaser shall automatically expire after six months unless we agree in writing to such exclusivity being extended.

PACKAGING

19. Except where otherwise provided no charge is made for packaging of goods and packing material is non- returnable.

FORCE MAJEURE

20. Our due performance of the contract is subject to any unavoidable delays which may occur as a result of fire, industrial disputes, failure of raw materials, accidents or any other cause beyond our reasonable control.

LEGAL CONSTRUCTION

21. All sales and contracts including these Conditions shall be construed according to English Law and subject to non- exclusive jurisdiction of English Courts. Marginal headings in these Conditions are for guidance only and shall not be construed as part of these Conditions.