

Terms & Conditions

Bison Industrial Ltd shall be known throughout the following terms as "the Company".

1. Orders, price and payment

1.1 The price (exclusive of VAT) for the Goods ("the Price") shall be the quoted price of the Company and payment of the Price shall be made by the Buyer no later than the last day of the month following date of invoice for the Goods and time for payment shall be of the essence.

1.2 If the Price is not paid by the Due Date the Buyer will be liable to an additional payment of reasonable liquidated damages. Interest shall accrue both before and after any court judgement on the unpaid portion of the Price at the rate of eight percent above the base rate from time to time of the Bank of England.

1.3 Any cancellation of any order by the Buyer must be in writing, and agreed as cancelled also in writing by the Company. In case of any cancellation, the Buyer may be released from its obligation under the contract after payment of a sum for reasonable liquidated damages.

1.4 The Company reserves the right to amend prices and terms without prior notice. Quotes are valid for 30 days.

2. Goods

The description and quantity of the Goods to be sold ("the Goods") shall be as set out in the quotation provided by the Company to the Buyer ("the Quotation"). Goods supplied in accordance with the Quotation and subsequently returned by the Buyer will be subjected to a handling charge of 30% of value of Goods. Where Goods are specifically ordered by the Company for supply to the Buyer no return credit will be available to the Buyer. The Company will, to the extent permissible, pass through to the Buyer all available warranties.

3. Delivery

The company shall deliver the Goods to the Buyer's address and on the date as both are shown on the Quotation. Time shall not be of the essence for delivery. The Buyer shall make all necessary arrangements to take delivery of the Goods on the day notified by the Company for delivery. The Company reserves the right to make delivery charges on invoices below a value of £50 (excluding VAT).

4. Acceptance

The Company must be advised in writing by email of any defects in the Goods as soon as they are discovered by the Buyer who shall be deemed to have accepted the Goods if they have not been rejected on or before the seventh day after delivery.

5. All Monies Retention Of Title & Risk

The Goods shall be at the risk of the Buyer following delivery and, notwithstanding delivery, title of the Goods shall not pass to the Buyer until the Buyer has made full payment of all sums owing to the Company failing which the Company shall have the right to repossess or otherwise recover the Goods. Until title passes the Buyer shall hold the Goods as bailee for the company and shall store or mark them so that they can at all times be identified as the Goods of the Company. The Company shall be entitled to all rights of access to the Buyer's premises to enforce its rights hereunder.

6. Limitation of liability

6.1 Save in respect of personal injury or death due to any negligence, the company shall not be liable to the Buyer in respect of any loss suffered by the buyer due to any defect in the Goods.

6.2 Without prejudice to Condition 6.1 the Company shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from this agreement.

7. Set off and counterclaim

The Buyer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatsoever.

8. Force majeure

The Company shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire flood, earthquake, or shortage of supply. In such cases the Customer is able to cancel the order after 30 days without penalty.

9. General

9.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

9.2 The Company may without consent of the Buyer sub-licence its rights or obligations or any part of these Conditions.

9.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of these Conditions.

10. Contract

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

11. Entire Agreement

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

12. Governing law and jurisdiction

The laws of England and Wales shall govern this agreement and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

I declare that:

- A) I/We have read the Conditions Of Sale enclosed and agree that they shall apply to the contracts between us.
- B) I/We I hereby certify that the information contained herein is complete and accurate. The information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorise the financial institutions and companies for which trade references are being sought that are listed in this Credit Application to release the necessary information to Bison Industrial Ltd for which credit is being applied for in order to verify the information contained herein.

Name (Printed): _____

Signature: _____ Date: _____

Position In Company: _____



PIONEER HOUSE,
HILLSONS ROAD,
BOTLEY, SO30 2DY

01329 222 345

ACCOUNTS@BISONUK.COM

BISON INDUSTRIAL LTD CREDIT APPLICATION FORM

Company Information

Full Company Name: _____

Trading Name: _____

Registered Office: _____ Trading Address: _____

Co. Registration No: _____ Telephone No: _____

Date Established: _____ Office Email: _____

Accounts Contact Name: _____ Accounts Telephone: _____

Accounts Department Email: _____

Status: Ltd Company: YES/NO Partnership: YES/NO * Sole Trader: YES/NO *

* PARTNERSHIPS & SOLE TRADERS ONLY – Please provide full names and home addresses of the partners/principal below:

1. _____

2. _____

Credit Limit Required per month: _____

Our account terms are 30 Days End of Month. (*Please Note – Bison Industrial Ltd reserve the right to withdraw credit terms based on payment performance.)

Bank Details

Bank name: _____ Address: _____

Post Code: _____ Account No : _____ Sort Code: _____

BISON INDUSTRIAL LTD CREDIT APPLICATION FORM

Trade References

Trade Reference 1

Company Name: _____

Contact Name: _____

Email Address: _____

Telephone No: _____

Address: _____

Company Name: _____

Contact Name: _____

Email Address: _____

Telephone No: _____

Address: _____

Trade Reference 2

The following should be signed by two directors or the sole proprietor(s).

If Bison Industrial Ltd needs to seek a Bank Reference, I/We consent to the Bank providing a reference. In processing your application for credit facilities, we may make enquiries of credit reference agencies or other third parties who may record those enquiries. We may also disclose information about the conduct of your account with us to credit reference agencies or other third parties. The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.

Signature: _____

Print Name: _____

Position: _____

Date: _____

Signature: _____

Print Name: _____

Position: _____

Date: _____