



**european
tubes limited**

CREDIT ACCOUNT APPLICATION FORM

Part A - To Be Completed by all customers

Trading Name:.....

Trading Address:

.....

.....

Invoice Address:

.....

.....

Telephone Number:

Fax Number:

Email Address:

Accounts Contact Name:

Direct Dial or Extension Number:

Times Calls are Accepted, if not 9am. - 5pm.....

How Long Established:

Bankers Name and Address:

.....

.....

Account Number:

Part B - For Limited Companies only

Registered Office

.....

Registration Number:

Date of Incorporation:

Holding Company (If any):

Holding Companies Reg. No.....

Part C - For Sole Traders or Partnerships only

Full names and private addresses of proprietor or partners:

1. Name: Position:

Address:

..... Post Code:

2. Name: Position:

Address:

..... Post Code:

3. Name: Position:

Address:

..... Post Code:

4. Name: Position:

Address:

..... Post Code:

Part D - For all customers

Full names and addresses of three trade references:

2. Company Name: Contact:

Address:

.....

Tel Number: Fax Number:

2. Company Name: Contact:

Address:

.....

Tel Number: Fax Number:

3. Company Name: Contact:

Address:

.....

Tel Number: Fax Number:

I/We hereby request you to open a Credit Account on the terms set out overleaf.

Signed: Date:

Print Name:..... Position:

European Tubes Limited
Unit 9
Pagefield Ind Est
Miry Lane
Wigan
WN6 7LA

Telephone Number 0845 06 22229
Fax Number 0870 20 20 244

E Mail Address accounts@europeantubes.co.uk

STANDARD CONDITIONS OF SALE FOR DELIVERIES WITHIN THE TERRITORY OF THE EUROPEAN COAL AND STEEL COMMUNITY

RETENTION CLAUSE IN CONJUNCTION WITH TERMS OF CONDITIONS

- (a) The intending buyer acknowledges that before entering into an agreement for the purchase of any goods from the seller he has expressly represented and warranted that he is not insolvent, has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which entitle any debenture holder or secured creditor to appoint a Receiver, to petition for winding up of the Company or exercise any rights over against the Company's assets,
- (b) Goods the subject of any agreement by the seller to sell shall be at the risk of the intending buyer as soon as they are delivered by the seller to his vehicle or his premises or otherwise to his order shall be kept insured by the intending buyer for their full replacement cost thereafter.
- (c) Such goods shall remain the sole and absolute property of the seller as legal and equitable owner until such a time as the intending buyer shall have paid to the seller the agreed price together with the full price of any goods subject to any other contract with the seller.
- (d) The Intending buyer acknowledges that he is in no possession of goods solely as bailee for the seller until such time as the full price thereof has been paid to the seller.
- (e) Together with the full price of any goods the subject of any other contract with the seller.
- (f) Until such a time as the intending buyer becomes the owner of the goods, he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the seller.

In these Conditions, "the Seller" means European Tubes Limited

- All contracts of sale (including sales on alignment) incorporate these conditions so far as such conditions are not varied by any special terms or conditions agreed in writing between the parties. Terms and conditions of the Buyer, whether included in the Buyers order or otherwise, shall have no effect. These Conditions cannot be varied, suspended or added to unless by agreement in writing between the parties. Any variation to the contract will become binding if agreed and confirmed in writing between the parties.
- All quotations made by the seller are offers to treat only and no contract will come into existence until the Seller has issued written confirmation of the Buyers order.
- Should the Sellers written confirmation contain any variation from the Buyers order, the Buyer shall be deemed to have accepted such variation unless within 10 days of the receipt of the Sellers written confirmation they give written notice to the Seller that they are not prepared to accept the variation.
- All offers made by the Seller of material ex-stock are subject to the material being in stock at the time of receipt of the Buyer's written order and the Seller accepts no liability should the offered material be sold before such order is received.
- Dates or periods for delivery stated in the contract are only approximate and not essential terms unless in the circumstances of any particular case the parties agree guaranteed delivery dates and the contract so provides. The Buyer shall not be entitled to rescind the Agreement or reject any goods or claim damages on account of delay. The Seller shall not in any event be liable for any special, consequential or indirect loss or damage (including but without limitation any loss of profits or in wages or overheads) suffered by the Buyer as a result of any delay or failure of delivery,
- To comply with the rules of the European Coal and Steel Community (ECSC), the Buyers order must show the final destination of the goods to be supplied and this contractual destination shall not subsequently be altered without the prior consent of the Seller.
- Should the manufacture or delivery of any of the goods at the producing works or the delivery thereof to the Buyers elsewhere whether by the Seller or a subsidiary company or an independent carrier, be prevented or hindered directly or indirectly by fire, act of God, the elements, war, civil commotion, explosion or other catastrophes, epidemics or quarantine restriction, strikes or lock-outs, industrial dispute, shortage of raw materials or fuel notwithstanding that the Seller has taken all reasonable steps to procure the same, shortage of labour, break-down or partial failure of plant or machinery, late receipt of the Buyer's specification or other necessary information, acts, orders or regulations of Government, Governmental Agencies or Public Authorities (including those of the EEC), delay on the part of any independent sub-contractor or supplier, shortage of essential supplies and services or any other cause whatsoever beyond the reasonable control of the Seller or any of its subsidiary companies concerned with the manufacture or delivery of the goods, then the time for the Delivery of the goods shall be extended for a reasonable period having regard to the effect of the delaying cause on the manufacture or delivery of the goods.
- The parties may by agreement in writing cancel the contract or any deliveries thereunder, if delivery of any goods is likely to be delayed by reason of the cause or events referred to in the last preceding condition and:- (a) The Seller shall not have completed the manufacture of the goods or if after completion of manufacture the goods have been lost, destroyed or irreparably damaged; and (b) the delay is likely to continue so long that the Buyers will need to acquire substitute goods from a source other than the Seller; and (c) the Buyers show to the reasonable satisfaction of the Seller that the conduct of their operations is likely to be seriously affected by the lack of the goods or that the Buyers are in peril of being in breach of a contractual obligation to a third party, then the Seller shall at the request of the Buyers agree to the cancellation of the delivery of those goods.
- The Seller shall not be liable for loss of profit, damage to plant, or for any expenditure incurred on goods supplied or any consequential or special loss or damage sustained by the Buyers by reason of any breach of the contract by the Seller.
- The Seller shall not be liable for:- (a) any defects in the quality or state of the goods (except for discrepancy in weight) which would be apparent on a reasonable examination or for their being otherwise not in accordance with the contract unless the Buyers shall have given to the Seller within 14 days after receipt of the goods a written notice specifying matters complained of and shall thereafter afford the Seller a reasonable opportunity of inspecting the goods before they have been used or processed; (b) any defects in the quality or state of the goods which would not be apparent on a reasonable examination, unless such defects shall have been discovered within 12 months after the receipt of the goods and the Buyers shall have given to the Seller forthwith upon such discovery a written notice specifying the matters complained of and shall thereafter afford the Seller a reasonable opportunity of inspecting the goods in their alleged defective state; or (c) any discrepancies in weight unless the Buyers shall have given to the Seller a written notice there of within 14 days after the receipt of the goods and also thereafter a reasonable opportunity of witnessing a re-weigh there of before they have been used, processed or sold. Any dispute as to whether any goods are defective in quality or state or otherwise not in accordance with the contract shall be referred, in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force, to a single arbitrator to be agreed between the Seller and the Buyers or in default of agreement to be nominated by the President for the time being of the Law Society of England and Wales.
- Provided that the Buyer has complied with the requirements as to notice in condition 10 or 12 and; (a) the Seller agrees that the goods are defective or not in accordance with the contract; and (b) the Seller and the Buyer do not agree that the goods should be accepted by the Buyer at a reduced price or made good at the Sellers expense; then the Seller shall accept a return of the relevant goods and will, at the Buyer's option, either replace the goods or credit the Buyer with the value thereof including any reasonable transport costs incurred by the Buyer in returning the goods to the Seller. This understanding is given and shall be accepted by the Buyers in lieu of any other legal remedy.
- (a) The Seller reserves the right to supply the goods from any of its producing works and the method of carriage of goods shall, unless otherwise agreed, be at the discretion of the Seller. If the Seller so agrees, the goods may be collected from the Sellers works by the Buyer on payment of the collection charge included in the Seller's price list. In such event, the Buyer shall collect the goods without delay after receiving notification that the goods are ready. If the goods are not collected by the Buyer within 3 days of such notification, the Seller may despatch the goods at the Buyer's expense and risk, or store them at the expense and risk of the Buyer.
- (b) The Seller reserves the right to charge the Buyer any costs or expenses incurred by the Seller as a result of vehicle or wagon retention or demurrage of ships in consequence of any act or omission of the Buyers its servants or agents, or as a result of special requirements or stipulations of the Buyers not provided for in the contract.

(c) Where the contract provides for delivery of the goods elsewhere than at the Sellers producing works (within the United Kingdom) the Seller will entertain a claim by the Buyers in respect of loss or damage in transit only if the Buyers:- (i) in the case of non-delivery give written notice to the Seller (and the Carrier) within 28 days after the Sellers advice note or other notification of the despatch of the goods and make a claim in writing against the Seller or the Carrier within 42 days after despatch;

(ii) in the case of short delivery or damage or any other case; give written notice to the Seller (and the Carrier) within 3 days after delivery of the goods and makes a claim in writing against the Seller or the Carrier within 7 days after the delivery; and

(iii) where the goods are transported by an outside freight carrier; the Buyers must comply in all respects with the freight carriers conditions of carriage for notifying claims for loss or damage in transit.

(d) (i) Any marine insurance required to be effected by the Seller under the contract shall, unless otherwise agreed in writing, be 10% over the invoice price and shall cover the interest from the commencement of transit to the destination named in the contract as provided and contained in the institute of London Underwriter's ("the Institute") Cargo Clauses ('FPA'), the Institute's Strikes, Riots and Civil Commotion Clauses, current at the time of shipment;

(ii) except as varied by these conditions or otherwise agreed in writing the commercial terms in the contract such as cif and c & f shall have the meaning assigned to them by Incoterms 1953 Conditions.

13. Any conditions, warranty or statement as to the quality of the goods or their fitness for any purpose, whether express or implied by statute, custom of the trade or otherwise, is hereby excluded unless expressed in writing by the Seller.

14. The goods will be supplied within the tolerance stated in the Seller's price list current at the time of making the contract unless otherwise expressly agreed in writing by the Seller.

15. Each part delivery or installment of the goods shall be deemed to be sold under a separate contract.

16. The Seller shall be entitled, without prejudice to its other rights and remedies, either to terminate wholly or in part any or every contract between itself and the Buyers or to be suspended any further deliveries under any or every such contract in any of the following events:-

(a) If any debit is due and payable by the Buyers to the Seller but is unpaid beyond the period specified in paragraph 18(a) hereof;

(b) If the Buyers have failed to provide any letter of credit, bill of exchange or any other security required by the contract, provided that in such event the aforesaid rights of termination or suspension shall apply only In regard to the particular contract in respect of which the Buyers shall have so failed;

(c) If the Buyers have failed to take delivery of any goods under any contract between them and the Seller otherwise than In accordance with the Buyers' contractual rights;

(d) If the Buyers become insolvent or being a body corporate have passed a resolution for voluntary winding-up except where solely for the purpose of reconstruction, or have suffered an Order of the Court for their winding-up to be made, or have had a Receiver appointed (or carry out or undergo any analogous act or proceeding under foreign law) or being an individual or partnership have suspended payment of his or their debts in whole or in part or have proposed or entered into any composition or arrangement with his or their creditors or have had a Bankruptcy Order made against him or them; the Seller shall be entitled to exercise its aforesaid rights of termination or suspension at any time during which the event or default giving rise thereto have not ceased or been remedied and in the event of any such suspension, the Seller shall be entitled as a condition of resuming delivery under any contract between it and the Buyers to require prepayment of or such security as it may require for the payment of the price of further delivery.

17. The Buyers shall not be entitled to withhold payment of any amount under the contract to the Seller because of any disputed claim of the Buyers in respect of faulty goods or any other alleged breach of the contract, nor shall the Buyers be entitled to set off against any amount payable under the contract to the Seller any monies which are not presently payable by the Seller or for which the Seller disputes liability.

18. (a) Unless the contract provides expressly otherwise, (or unless otherwise agreed in writing) the price payable by the Buyers for each delivery shall be the Sellers ruling price as published in its price list current at the date of despatch to which shall be added and Value Added Tax and any other tax or duty relating to the sale or delivery of the goods chargeable to the Seller and (where appropriate) the appropriate freight and other charges as specified in the relevant carriage tariff current at the date of despatch. Unless otherwise expressly stated in the contract, the price of such delivery (including such freight and other charges) shall be paid in full and received by the Seller by the last day of the month following the month in which the goods were despatched. The Seller shall be entitled to charge interest on any sums not so paid. Such interest shall be calculated on a day-to-day basis on the amount outstanding (at the rate of 1% above the arithmetic average, for each day, of the Basic Rates for lending of the London Clearing Banks).

(b) Payment shall be made in the currency specified in the contract. The amount to be paid is that specified on the face of the contract or calculated in accordance with the formula there specified. That amount shall not be subject to any discount or reduction except as agreed in writing by the Seller. If, for any reason, the specified method of payment cannot be observed payments shall be effected by the Buyer as directed by the Seller and any resulting losses shall be made good by the Buyer.

(c) Quotations in a currency other than sterling are based on the Rate of Exchange at the time of quoting and unless otherwise stated the quotation will be subject to revision up or down if any different rate of exchange is ruling at the date of the order acknowledgement is despatched.

(d) The Seller reserves the right to cancel or amend their published list of prices or to issue revised price lists in consequence of changes in raw material costs, manufacturing costs, market conditions, or for any other reason whatsoever. Immediately such amended or revised prices become operative they shall apply to all subsequent deliveries unless otherwise expressly agreed by the parties at the time of the Seller's acceptance of the Buyer's order.

(e) The Seller reserves the right to require payments in cash with order.

19. The Seller is prepared to allow the Buyer to carry out testing and/or inspection prior to despatch of the goods provided that notice to that effect is included in the Buyers order and that the Buyer shall make all necessary arrangements for the testing and/or inspection to be carried out at their expense immediately they are notified by the Seller that the goods are ready for despatch. The Seller shall, in any event, be entitled to despatch the goods, whether or not they have been inspected by the Buyer, within 7 days of the Buyers having been notified that they are ready for despatch.

20. This condition applies only where the contract stipulates for test or inspection of the goods by or on behalf of the Buyers before delivery and at the Sellers producing works. If upon reasonable notice the Buyers do not inspect or test the goods or if having inspected or tested the goods at the producing works the Buyers do not within 14 days thereafter notify the Seller in writing of any claim that the goods are not in conformity with the contract, specifying the matters complained of, then the Buyers shall be conclusively deemed to have accepted the goods as being in conformity with the Contract and shall not thereafter be entitled to reject the goods on the grounds of anything within scope of the test or inspection. The Buyer shall pay for all test pieces, which comply with specification.

21. The rights of the Seller or the Buyer shall not be prejudiced by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

22. The goods are sold on the conditions that they will not be resold by the Buyer or their purchasers or sub-purchasers for delivery in an unprocessed state outside the Territory of the European Coal and Steel Community ("the Community"). The Buyers shall be responsible for any breach of this condition and the Buyers shall also be responsible for ensuring that no goods sold to them by the Seller for delivery outside the Community shall be reimported in an unprocessed state into the Community either by the Buyers or any of their purchasers or sub-purchasers. On receipt of a written demand from the Seller, the Buyers shall produce evidence of the ultimate destination of the goods.

23. If the Buyers resell in an unprocessed state any goods bought from the Seller then, unless such resale is made from stock, the Buyers shall comply in respect of such resale with the requirements of High Authority Decision No. 30/53 (as amended by Decision 1/54 and 19/63 or subsequently amended) and also comply, as appropriate with High Authority Decision No. 31/53 (as amended by Decision 32/53, 2/54, 32/56 and 20/63 or subsequently amended) or High Authority Decision 37/58 and 21/63 or subsequently amended, the references in this Clause to the High Authority are to the High Authority of the European Coal and Steel Community consulted by the Treaty of Paris of 18 April 1951.

24. The contract shall be governed by and constructed in accordance with the laws of England. The Buyers on entering into this contract submit to the jurisdiction of the English courts.