



**DISCO Drives (King's Lynn) Ltd**

OLDMEDOW ROAD  
 HARDWICK INDUSTRIAL ESTATE  
 KING'S LYNN  
 NORFOLK  
 PE30 4LE

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[accounts@discodrives.co.uk](mailto:accounts@discodrives.co.uk)

TEL: 01553 761331 FAX: 01553  
 692137

1. NAME AND BUSINESS ADDRESS INC POST CODE		2. REGISTERED OFFICE ADDRESS (IF DIFFERENT)	
COMPANY VAT NO:.....		COMPANY REG.NO:.....	
3.	ACCOUNTS	SALES	PURCHASING
TEL			
FAX			
EMAIL			
4.	CREDIT PER MONTH REQUIRED £..... (SUBJECT TO CHECKS)		
5.	WE PREFER TO SEND ALL INVOICES & STATEMENT VIA EMAIL PLEASE INDICATE IF THIS IS <b>NOT</b> ACCEPTABLE <input type="checkbox"/>		
6.	PAYMENT METHOD	BACS <input type="checkbox"/>	CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/>
DECLARATION	<p><b>*I/We</b> make this application to open a Credit Account with DISCO DRIVES (KING'S LYNN) LIMITED.</p> <p><b>*I/We</b> understand that your credit terms are that payment is due promptly within (30) days after the end of the month of dispatch and that if granted credit <b>*I/We</b> agree to pay promptly with these terms.</p> <p><b>*I/We</b> also acknowledge and accept the Conditions of Sale detailed on Order Acknowledgement.</p> <p>Please submit this form with your company letterhead. Thank you</p> <p style="text-align: right;"><small>*Delete as necessary</small></p>		
7. Signature (Director)		8. Please print your full Name	9. Date
10. DO YOU OPERATE A QUALITY CONTROL SYSTEM?		DETAILS:	

## CONDITIONS OF SALE

### **1. GENERAL**

All quotations are made and all orders are accepted subject to the following terms and conditions and no additional thereto or variation shall be made unless agreed in writing by the parties

### **2. QUOTATION AND PURCHASE CONTRACT**

Quotations are always subject to confirmation and a contract will only be deemed to exist when the company has confirmed in writing its acceptance of a purchaser's order. Additions, modifications or verbal alterations become effective only when formally accepted in writing the Company's order confirmation contains any addition or limitation or any other modification as compared with the order, the Purchaser's consent to such modifications will be assumed to have been given unless they make an objection in writing. Drawings, technical documentation etc., supplied by the Company still remains its property and must be returned on request. They may not be passed to any third party without prior permission. Reproduction of the products and drawings etc., is not permitted. Illustrations and drawings as well as data concerning dimensions and weights published by the Company are intended as indications of the nature and scope of its products. The Company does not bind itself to supply goods strictly in accordance with such illustrations, drawings and data unless specifically confirmed.

### **3. DELIVERY**

The Company will make every effort to effect delivery on the date quoted but such dates are to be treated as estimates and are not guaranteed and the Company accepts no liability for the delay in delivery from any cause whatsoever.

### **4. STORAGE**

If by reason of instruction or lack of instructions from the Purchaser, despatch of the goods is delayed for 14 days after the purchaser has been notified that the goods are ready for despatch, the Purchaser shall pay the Company a reasonable charge for storing of the goods, provided that the Company shall not be bound to store the goods if storage facilities do not permit.

### **5. METHOD OF DELIVERY**

The Company reserves the right to choose the method of transport. Unless otherwise agreed in writing, all costs and charges in respect of transport and delivery will be for the Purchaser's account.

### **6. DAMAGE, SHORTAGE OR LOSS IN TRANSIT**

The Company does not accept responsibility for any damage, shortage or loss in transit unless: Damage or shortage is notified in writing both to the Company and to the Carrier's conditions or non delivery (in the case of total loss) is notified both to the Company and to the Carriers within 10 days of the date of despatch.

### **7. PACKING**

Wooden cases, if used, will be charged at cost if not returned, carriage paid, in good condition, within two months of the date of despatch from our works.

### **8. REJECTION**

Unless otherwise agreed in writing, the Purchaser shall be deemed to have accepted the goods as complying with the contract, unless notice of rejection is given to the Company within 7 days of receipt of the goods by the Purchaser.

### **9. PRICES AND PAYMENT**

Unless otherwise agreed in writing, the prices quoted are strictly net ex works and become due and payable 30 days after the date of invoice. Interest will be payable at a rate of 8% per annum in respect of all invoices which are not paid within 120 days of their date. All prices are subject to variation due to rises in the price of materials, increases in wage rates, extra expenses incurred because of a purchaser's instructions or lack of instructions and to any alterations and additions requested by the purchaser subsequent to the date on which the order was placed. Unilateral cancellation by the purchaser is not acceptable but cancellation by consent may be arranged on terms which fully indemnify the Company against costs incurred and any loss which may arise from the cancellation. The Company reserves the right to require references before accepting orders for new customers.

### **10. RETENTION OF TITLE (RIGHT TO PROPERTY)**

All goods supplied by the Company remain its property until its invoices and incidental expenses have been paid in full. If a Purchaser delays payment the Company shall be entitled to postpone the performance of its own obligations until a full payment of every outstanding debt and settlement of all rights has been made.

### **11. DEFECTS AFTER DELIVERY**

The company gives the following express guarantee to the exclusion of all warranties, guarantees and conditions, expressed or implied by common law, statute, and customs of the trade or otherwise Viz. The Company will make good by repair or at its own option by the supply of a replacement, defects which under conditions of fair wear and tear appear in goods of its manufacture within a period of 12 months from the date of despatch of the goods and are proved by inspection to arise solely from faulty design, materials or workmanship provided always that the defective parts are promptly returned carriage paid to the Company's works. The Company accepts no responsibility for rectification carried out without its consent. The Company will not replace or rectify as above parts of such goods supplied by makers other than the Company. The Company does not accept liability for any subsequent loss or damage arising out of defective material or workmanship, misuse, abuse or otherwise, nor does it accept any liability for operational defects arising at any time, nor for any unauthorised alteration or modification to the goods supplied. The Company accepts no liability for consequential damage arising from the use of its products whether or not the products have been correctly used by the Customer.

### **12. LEGAL CONSTRUCTION**

The contracts shall in all respects be constructed to operate as an English contract and in conformity with English Law. The Legal construction of the clauses shall not be affected by their titles.