



Tel: 0121 550 0458 Email: sales@airbrakedirect.co.uk www.airbrakedirect.com

## ACCOUNT REQUEST FORM

Full Trading title:

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Address:

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Postcode:

Tel No:

Email:

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Business Principal:

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Title:

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Sales Contact:

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Title:

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Accounts Contact:

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Title:

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Company Registration No:

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VAT Registration No:

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Delivery Address:

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Invoice Address:

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Is Your Company Part Of A Group?

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Parent Company Name:

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Bank Name:

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Address:

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Account No:

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Sort Code:

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Approved By\*:

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Trade Ref 1:

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Trade Ref 2:

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Customer Signature\*\*:

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Date:

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\*We authorise our banker to provide a reference on us to Air Brake Direct Ltd. \*\* We agree to accept the standard Terms & Conditions which are stated on the reverse hereof.

### FOR OFFICE USE ONLY

Agreed Credit Limit £

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Credit Terms (days):

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Account Approved By:

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(On behalf of Air Brake Direct Ltd.)

AIR BRAKE DIRECT LTD.  
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

"Seller" means Air Brake Direct which authorizes its operations through its UK office.

"Order" means any contract for the sale and purchase of Goods between the Seller and the Buyer being any written quotation of the seller which is accepted by the buyer or any written order of the Buyer which is accepted by the Seller.

"Buyer" means the company, firm or person placing the Order with the Seller.

"Goods" means the goods or services agreed to be supplied pursuant to the order.

2. ACCEPTANCE OF ORDER

- 2.1 The Seller's acceptance of the Order is subject to these terms and conditions of sale which shall be incorporated into each such Order and to any additional terms and conditions that may be contained in the Seller's price lists or quotations pursuant to which the Order was given.
- 2.2 These terms and conditions of sale may only be amended or waived with the written consent of the Seller.
- 2.3 The terms and conditions of sale referred to in clause 2.1 shall take precedence over any additional or inconsistent terms and conditions contained in the Buyer's Order or in the Buyer's request for a quotation.
- 2.4 If the Buyer's Order calls for delivery of Goods covered by a pre-existing written contract between the Buyer and the Seller, the terms and provisions of that contract shall prevail in the case of any inconsistency between the terms of that contract and these terms and conditions but solely to the extent necessary to avoid or remove such inconsistency.

3. PRICE AND PAYMENT

- 3.1 The Seller reserves the right to vary by giving notice at any time before delivering to the Buyer any of the prices quoted to the Buyer in order to:
  - a) conform with the Seller's price list as at the date of dispatch of the Goods.
  - b) reflect changes in products costs or related services between the date of quotation and the date of delivery; or
  - c) take account of:
    - (I) implementation of any requests by the Buyer for changes in delivery schedules, completion dates, quantities, qualities, designs or specifications or similar requests; or
    - (II) delays caused by any instruction of the Buyer or by failure of the Buyer to give adequate information or instructions.
  - d) delays or additional or overtime work arising from causes for which the Seller is not directly responsible; or
  - e) fluctuations in foreign exchange rates.
- 3.2 Unless expressly referred to, all prices are exclusive of VAT which shall be paid by the Buyer. The Buyer shall also be liable to pay any other taxes, duties, fees, imposts and surcharges which may be applicable to the Goods (included but not limited to import and export duties.)
- 3.3 If any sums are unpaid by the Buyer after the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
  - a) charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of (4) per cent per annum above HSBC Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
  - b) recover all losses, costs, charges or expenses (including legal fees) which the Seller may suffer or incur which arise, directly or indirectly, out of or are attributable to or are connected with the failure by the Buyer to pay any sums due upon the due date.
- 3.4 For transaction concluded on C.I.F. basis the insurance amount will be for 110% of the invoice value against the risks specified (generally ICC(A), War & Strikes.) If additional insurance amount or coverage is required, the Buyer must have the consent of the Seller before shipment, and the additional premium is to be born by the buyer.
- 3.5 Payment by the Buyer to the Seller for Goods shall be in accordance with pre-arranged trading terms between the Buyer and Seller.

4. CHANGES

- 4.1 The Seller reserves the right to make any change in the specification of the Goods which does not materially affect the installation, performance or price thereof; any such change shall not invalidate any order placed with the Seller or impose any liability on the Seller.
- 4.2 Subject to clause 4.1, if the Seller shall cease to manufacture any Goods ordered by the Buyer, it shall give notice of the fact in writing to the Buyer (but shall not be liable for any losses or damage occasioned thereby to the Buyer) whereupon the Buyer will have the option, to be exercised within ten (10) days of the date of such notice, either to take equivalent Goods (if available from the Seller) or to cancel its order without further liability upon the Seller or the Buyer. If the Buyer has not exercised such option within such period, the order shall be deemed to be continued with the equivalent Goods.

5. DELIVERY

- 5.1 Where the delivery of Goods is the responsibility of the Seller, the method of carriage shall be at the discretion of Seller.
- 5.2 The Seller will make every reasonable effort promptly to deliver Goods (whether by installment or otherwise). Where delivery is to be made by installments, delay in delivering one installments or otherwise). Where delivery is to be made by installments, delay in delivering one installment shall not entitle the Buyer to refuse to accept the remaining installments.
- 5.3 Unless the Seller is notified otherwise in writing by the Buyer, all Goods will be delivered to the address of the Buyer specified on the Buyer's Order.
- 5.4 No extra charge will be made for the delivery in accordance with pre-arranged delivery terms. Delivery beyond these points and for all other Orders shall be at the expense and responsibility of the Buyer.
- 5.5 While the Seller will use all reasonable endeavors to avoid any delay in delivery on the notified delivery dates, failure to deliver by the specified date will not be a sufficient cause for cancellation, nor will the Seller be liable for any consequential loss or damage (including any loss of revenue or increase in expenses) due to reasonable delay of the Goods.
- 5.6 Delivery to or collection by any carrier for carriage to the destination indicated by the Buyer shall be deemed to be delivery of the Goods and due performance of the Seller's obligations.

6. TITLE AND RISK

- 6.1 Until payment in full for all amounts due and owing from the Buyer to the Seller for the time being (including any interest accruing and owing to the Seller) in respect of the Goods has been received by the Seller, the title in all and any Goods (both legal and beneficial) shall remain with the Seller, despite the fact that the Buyer may mix or combine the Goods with other Goods. Until such receipt, the Buyer shall be and be deemed to be a bailee of the Goods on behalf of the Seller.
- 6.2 The risk in the Goods shall remain with the Seller until delivery of the Goods to the Buyer or in case of the export market, delivery in accordance with pre-arranged terms and conditions between the Buyer and Seller.

7. ACCEPTANCE OF GOODS

Acceptance of Goods delivered to the Buyer shall be deemed to have taken place at the expiration of 3 days of the date of delivery to the Buyer.

8. QUALITY/QUANTITY DISCREPANCY

In case of quality discrepancy, the Buyer may, within 60 days after the delivery of the Goods or the arrival of the Goods at the port of destination for export market, lodge with the Seller a claim for such quality discrepancy. In case of quantity discrepancy, the Buyer may, within 15 days after the delivery of the Goods or the arrival of the Goods at the port of destination for export market, lodge with the Seller a claim for such quantity discrepancy. The claim(s) should be supported by survey reports issued by a recognized public surveyor approved by the Seller. The Seller shall not be liable for any discrepancy of the Goods shipped due to causes for which the Insurance Company, Shipping Company, other transportation organization or Post Office are liable.

9. WARRANTY

- 9.1 The Goods are warranted to accord on delivery with the specification agreed with the Buyer in writing or, if there is no such written specification, to be free from defects in material and workmanship developing out of normal use for a period of 12 months from the date of delivery.
- 9.2 All other warranties, representatives or conditions (statutory or otherwise) as to quality, condition, description or fitness for purpose are hereby expressly excluded.
- 10.1 Notwithstanding any other terms and conditions of sale referred to in clause 2.1, the Seller's total liability to the Buyer under the warranty contained in clause 9 shall be to replace the Goods shown to be defective or otherwise the subject of a claim or, at the Seller's option to reimburse the price received by the Seller for the Goods.
- 10.2 The Seller shall have no liability under the warranty contained in clause 9 in respect of any defect in the Goods arising from specifications or materials supplied by the Buyer; fair wear and tear; willful damage or negligence of the Buyer or its employees or agents; abnormal working conditions at the Buyer's premises; failure to follow the Seller's instructions (whether oral or in writing); misuse or alteration or repair of the Goods without the Seller's approval; or if the total price for the goods has not been paid.
- 10.3 The seller shall not be liable to the Buyer for any loss, expense or damage of any kind (including damages for loss of profit or loss of use) and whether arising from negligence or otherwise resulting from the supply, purported supply, failure to supply or from the Buyer's use, possession or resale of the Goods save (in the case of a sale to a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977) in respect of death or personal injury caused by the Seller's negligence.
- 10.4 Any claim by the Buyer under the warranty contained in clause 9 must be made in writing immediately upon discovery and, in any event, within 12 months from delivery of the Goods.
- 10.5 The Buyer acknowledges that the price of the Goods reflects the limitations contained in this clause 10.

11. DEFAULT

The Seller may, as its option, cancel or suspend any contract arising out of acceptance of an Order and take over the Goods and dispose of them to recover any loss, damage or harm suffered by the Seller as a result of the Buyer ceasing or threatening to cease to carry on business, undergoing a charge in effective control without the Seller's consent, defaulting in making payment to the Buyer, being unable to pay its debts as and when they fall due, becomes bankrupt or makes any composition for the benefit of creditors or makes any voluntary arrangement with its creditors or becomes subject to an administrative order to go into liquidation whether voluntary or compulsory (other than for the purposes of reconstruction or amalgamation) or an encumbrancer takes possession of or a receiver or similar official appointed over its assets. Any such cancellation or suspension shall be without compensation to the Buyer but without prejudice to any right of the Seller hereunder.

12. FORCE MAJEURE

The Seller shall not be excused from the performance of any of its obligations if and in so far as, and for so long as, such performance is delayed or prevented by circumstances beyond its reasonable control including but not limited to strikes, lock-outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war.

13. APPLICATION LAW

The construction, validity and performance of these terms and conditions shall be governed by and construed in accordance with the laws of England.