



ACCOUNT OPENING FORM

FORM COMPLETED BY:.....

COMPANY DETAILS

NAME	
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ADDRESS	
POSTCODE	

E-MAIL ADDRESS	
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NATURE OF BUSINESS (Tick as appropriate)	Limited Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>
	Public Sector <input type="checkbox"/>	Other <input type="checkbox"/>	

DATE ESTABLISHED:	
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IF LIMITED COMPANY, COMPANY NUMBER:	
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REGISTERED OFFICE: (if different from above)	

VAT NUMBER:	
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YOUR BUSINESS TURNOVER IN LAST 12 MONTHS:	
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YOUR EXPECTED TURNOVER WITH PAL IN NEXT 12 MONTHS:	
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YOUR REQUESTED CREDIT LIMIT FROM PAL:	
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CONTACT NAMES

ACCOUNTS/PURCHASE LEDGER:		
TEL:	FAX:	E-MAIL:

PURCHASING:		
TEL:	FAX:	E-MAIL:

GOODS IN/STORES:		
TEL:	FAX:	E-MAIL:

Shortly we will be in a position to send accounting documents by secure e-mail or fax and would encourage customers to take up this service. Please indicate your preference below.

Sales Invoices E-Mail Fax
 No thanks, paper copy

Sales Statement E-Mail Fax
 No thanks, paper copy

BANK DETAILS:

NAME	
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ADDRESS	
POSTCODE	

ACCOUNT NO:	SORT CODE:
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TRADING REFERENCE 1 NAME:	TRADING REFERENCE 2 NAME:
ADDRESS:	ADDRESS:
TEL:	TEL:
FAX	FAX:
E-MAIL:	E-MAIL:

DELIVERY INSTRUCTIONS

BOOKING IN REQUIREMENTS:	
BOOKING OFFICE TEL:	
CONTACT NAME:	
DELIVERY DAY RESTRICTIONS:	
TAIL LIFT REQUIRED:	YES <input type="checkbox"/> NO <input type="checkbox"/>
SIDE UNLOADING ONLY:	YES <input type="checkbox"/> NO <input type="checkbox"/>
REAR UNLOADING ONLY:	YES <input type="checkbox"/> NO <input type="checkbox"/>
HEIGHT RESTRICTION:	YES <input type="checkbox"/> NO <input type="checkbox"/>
SIZE RESTRICTIONS:	YES <input type="checkbox"/> NO <input type="checkbox"/>
OTHER INSTRUCTIONS:	



CUSTOMER TRADING PROCEDURE

OUR DELIVERY AIM

Our aim is to ensure your order reaches you in perfect condition.

In the unlikely event of your delivery being incorrect (for example short or damaged deliveries), please follow these guidelines so that we can rectify matters without delay.

HOW YOU CAN HELP

1. Check the delivery upon receipt and sign for the goods.
2. If there is a problem, note it on the delivery document, then sign it and ask the driver to countersign.
3. Contact your Sales Co-ordinator at Lutterworth immediately on 01455 555713 or 01455 555714, who will provide you with further instructions.
4. Goods must not be returned until authorised by your Sales Co-ordinator and a Pal Collection Note is issued. Goods returned without a Pal Collection Note will not be accepted.
5. In cases where goods have been damaged during or prior to their delivery, please contact your Sales Co-ordinator to arrange for collection and re-delivery. A new invoice will be raised for the replacement stock and the previous invoice will be credited once we receive the damaged goods.
6. If you are unable to check or count the delivery upon receipt, please sign it as being unchecked and check the goods within 7 days, advising the Sales Co-ordinator of any problems immediately.

ALL CLAIMS MADE 7 DAYS OR MORE AFTER RECEIPT, CANNOT BE ACCEPTED

CREDIT CONTROL POLICY

1. All invoices are due for payment **thirty days** from invoice date.
2. If payment is not received within ten working days of due date, we reserve the right to place your account on stop and suspend supply.
3. Should your account enter a continually slow payment cycle, the credit facility may be withdrawn and any future business accepted on a pro-forma or card payment basis only.
4. Before opening any credit facilities, we will carry out a full credit check. Until this is completed, goods may only be purchased on a pro-forma or card payment basis.
5. A credit limit will be allocated when your account is opened and any orders in excess of this value may be delayed until there is sufficient credit available, or a remittance is received to cover the value of the order.
6. Minimum order values to qualify for carriage paid pricing
Our minimum order, carriage paid for UK mainland is £250 excluding VAT. Orders below this value will attract the following surcharges:-

£20.00 surcharge for all orders up to £125.00, excluding VAT.

£15.00 surcharge for all orders £125.00-£250.00 excluding VAT.





Northern Ireland & the Republic of Ireland, Channel Islands, Isle of Man, Isle of Wight

In view of the higher costs of distribution, our minimum order, carriage paid, will increase to £500 (or € equivalent) excluding VAT. All orders below this value will attract a £50.00 surcharge.

We are prepared to operate a collection service for customers who wish to make their own distribution arrangements.

Please sign and return to our Credit Control Department at our Lutterworth address.

We acknowledge and accept the terms of your customer trading procedures and the attached Terms & Conditions of Sale.

Signed: _____
 Name: _____
 Position: _____
 Date: _____
 Company Name: _____

YOUR COMPANY STAMP



Pal International Ltd
 Bilton Way
 Lutterworth
 Leicestershire
 LE17 4JA

We may use this information to send promotional material about our Company, products and services.

If you do not wish to receive this additional information, please tick the "opt out" box

Pal International Ltd complies with the Data Protection Principles set out in the Data Protection Act 1998





TERMS AND CONDITIONS OF SALE

1 DEFINITIONS

- 1.1 The following expressions in these Conditions shall mean respectively:
"the Company" Pal International Limited (registered in England number 3272370) whose registered office is at Bilton Way, Lutterworth, Leicestershire, LE17 4JA.
"Goods" materials products and/or services contracted for and/or supplied by the Company from time to time.
"the Purchaser" the person or company buying or offering to purchase Goods.

2 GENERAL

- 2.1 Subject to any variation under condition 2.2, the Company contracts for the supply of Goods only on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Purchaser purports to apply under any purchase order, confirmation of order, specification or other document).
2.2 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company.

2.3 Incoterms shall, to the extent that they are not inconsistent with these terms, apply to the sale of Goods to be delivered to a destination outside the United Kingdom of Great Britain and Northern Ireland.

3 QUOTATIONS AND ORDERS

- 3.1 Quotations are tendered without engagement and are subject to confirmation upon receipt of order. Quotations remain valid for a period of 30 days, unless specified otherwise.
3.2 Contracts, once accepted, cannot be varied or cancelled except with the written consent of both parties and then only on terms which fully indemnify the Company against any loss caused directly or indirectly by the variation or cancellation. The Company's consent may only be given by a director or other duly authorised employee thereof.
3.3 Representations concerning the Goods made by the Company's employees and agents are not valid unless confirmed by the Company in writing. The Purchaser acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.
3.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
3.5 The Company shall not be liable for any advice or recommendation given by it or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company. The same is followed or acted upon entirely at the Purchaser's own risk.
3.6 The Company reserves the right to modify any of the Goods without prior notice provided that such modification shall not affect the form, fit, function or maintenance of the relevant Goods.
3.7 Goods offered "ex-stock" are subject to prior sales.

4 PRICES

- 4.1 Prices for Goods are ex works, unless otherwise stated on the quotation relating to such Goods and (unless expressly so stated) exclude VAT and other sales tax which the Purchaser shall be additionally liable to pay to the Company.
4.2 The Company reserves the right to amend the price of a contract between the date of acceptance of an order and final delivery of Goods if the Company considers such a course is necessary due to any factor beyond the control of the Company (such as but without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other cost of manufacture) or any act default or omission of the Purchaser relevant to the Goods.

5 DELIVERY

- 5.1 Delivery of the Goods sold on an ex works basis shall be made by the Purchaser collecting the Goods at the Company's premises at any time after the Company has notified the Purchaser that the Goods are ready for collection.
5.2 Delivery of the Goods sold on a delivered basis shall be made by the Company delivering the Goods to the address for delivery stated on the purchase order relating to such Goods.
5.3 Any times stated for delivery are estimates only and time shall not be of the essence of the contract save where the Company specifically so agrees in writing under the hand of a director or other duly authorised employee. If the Company is for any reason whatsoever not ready to make delivery within the time specified the Company shall not be liable for any loss or damage whatsoever sustained by the Purchaser.
5.4 The Goods may be delivered by the Company before the due delivery date upon giving reasonable notice to the Purchaser. On special points the Company reserves the right to deliver up to Five per cent more or less than the quantity ordered without any adjustment in the price and the quantity so delivered shall be deemed to be the quantity ordered.
5.5 When it is necessary for the Purchaser to supply any containers, packaging, labels, identifications or particulars in respect of the Goods or do any other act to enable the Company to effect delivery of the Goods the same must be furnished or performed within such time as is reasonably necessary to enable the Company to deliver the Goods in accordance with the Contract.
5.6 Where the Goods are to be delivered by instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the contract as a whole as repudiated.
5.7 If the Purchaser fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery the Company may (without prejudice to any other right or remedy available to the Company):
5.7.1 store the Goods until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage; or
5.7.2 where appropriate charge the Purchaser for the reasonable cost (including insurance), or re-delivery the Goods; or
5.7.3 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Purchaser for the excess over the price under the contract or charge the Purchaser for any shortfall below the price under the contract.

6 PAYMENT

- 6.1 Credit terms are only granted subject to satisfactory outcome from credit rating procedures and where applicable the acceptance of each account by the insurance company underwriting the Company's trade debtors. Unless otherwise stated by the Company either in its quotation or correspondence where credit terms have been agreed terms of payment are strictly net cash payable during the month following despatch of all or any Goods pursuant to a contract. Payment on the due date of all sums due by the Purchaser to the Company under any contract shall be of the essence of the contract.
6.2 Where the Company is unable to grant credit facilities the Company may ask for a deposit or full payment up front. Any deposit or payment so received will belong to the Purchaser and be returned should delivery of the Goods not be made due to the fault of the Company.
6.3 In no circumstances shall a Purchaser be entitled to return any Goods delivered to it whether such Goods have been sold on an ex works or delivered basis, except as in Paragraph 11.2.
6.4 The Company may invoice for partial deliveries of Goods if such partial delivery is deemed by the Company to be necessary or expedient.
6.5 Where the Purchaser:
6.5.1 is overdue with any payment owed to the Company; or
6.5.2 fails to take delivery of the Goods; or
6.5.3 makes default in or commits any breach of its other obligations to the Company hereunder; or
6.5.4 becomes bankrupt, insolvent or has a petition presented in respect of an administration order or winding-up order in respect of it or has a receiver appointed of its assets or execution or distress levied upon its assets or under the national law of its own country suffers the equivalent of any of them, or takes any step with a view to entering into a voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986); or
6.5.5 ceases or threatens to cease to trade, or if the Company shall reasonable doubt the solvency of the Purchaser or its ability to continue trading;
then (without prejudice to any other right or remedy available to it) the Company reserves the right to stop manufacture, delivery or performance under any contract and performance by the Company will only recommence upon payment in full by the Purchaser of all outstanding amounts due on due completion of the Purchaser's obligations hereunder. If the Company exercises its said rights any Goods to be delivered to a Purchaser following default shall be paid for on pro forma invoice before or at the time of despatch of the Goods and payment will become due on receipt of such pro forma invoice. The Company shall not be liable for loss of any nature suffered by a Purchaser as a result of the application of this condition nor shall it be reason for the cancellation by the Purchaser of this or any other contract which shall at the Company's option remain in full force and effect.
6.6 The Company may charge interest at a rate of 5 per cent per annum above the base rate from time to time of the Company's bankers on any overdue payments or in respect of any delivery not taken by the Purchaser.
6.7 Notwithstanding that credit may have been given to the Purchaser under the contract, the Company shall in its discretion be entitled to retain possession of the Goods or any of them until payment has been received from the Purchaser in full. Without prejudice to any other right which the Company may have, the Company shall be entitled to exercise a general lien or right of retention on all Goods in the Company's possession which are or are intended to become the Purchaser's property in regard to all monies (including all debts/damages and/or other sums) due to the Company under any contract whatsoever between the Company and the Purchaser. Pursuant to such lien or right the Company shall be entitled without notice to the Purchaser to sell all or any of such Goods in any manner and to keep the proceeds in diminution of such monies and of all costs and expenses incurred in effecting such sale.
6.8 Payment shall be made at a nominated branch of the Company's bankers in the U.K. in sterling or at such other place and in such other currency as the Company may direct.

7 PROPERTY AND RISK IN GOODS

- 7.1 Risk in the Goods shall pass to the Purchaser immediately on delivery to the Purchaser or into custody on the Purchaser's behalf whichever is the sooner.
7.2 Notwithstanding delivery, the Goods shall remain the absolute property of the Company (which reserves the right to dispose them) until the Company has received the full price for the Goods and the full price for any other Goods for which payment is due from the Purchaser on or before payment of the price of the Goods.
7.3 Until property in the Goods passes to the Purchaser the relationship between the Company and the Purchaser shall be that of bailor and bailee and the Purchaser shall store the Goods in such a way that they are readily identifiable as the property of the Company.

- 7.4 If before the property in the Goods passes to the Purchaser:

- 7.4.1 the Goods are altered or other goods become attached to the Goods or if any part of the Goods in replaced such other goods or replacement parts shall accede to and form part of the Goods and such attachment and placement shall not affect the Company's title as absolute owner of the Goods;
7.4.2 the Goods are sold by the Purchaser, such sale or sales shall be deemed to be on behalf of the Company, but without imposing any liability on the Company to the sub-purchaser, and the Purchaser shall hold such part of the proceeds of sale or rights arising therefrom against the sub-purchaser as represents the sum due to the Company for such Goods as trustee for the Company and the Purchaser shall keep such part of the proceeds of such sale separate from its other monies and account to the Company accordingly.

- 7.5 If payment of the price of the Goods or any part of it is overdue or if it appears to the Company that the Purchaser is or may be insolvent, the Company may require the Purchaser to deliver up the Goods to the Company and, if the Purchaser fails to do so forthwith, the Purchaser shall permit the Company to recover and resell the Goods and by its servants or agents enter upon the Purchaser's premises (or such other premises where the Goods are stored or situated) for that purpose.
7.6 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Purchaser does so or purports to do so, all monies owing by the Purchaser to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

8 DAMAGE IN TRANSIT

- 8.1 The Company will only accept liability for:
8.1.1 damage to the Goods caused in transit or any actual or apparent discrepancy between any delivery note and items delivered, if the same is notified to the Company and the carrier (if not delivered by the Company) within three days of receipt of the Goods by the Purchaser;
8.1.2 non arrival of any Goods, if the same is notified to the Company within 21 days following the day that the Company informed the Purchaser that the Goods or the relevant consignment thereof were due to arrive.
8.2 Where the Company accepts responsibility under clause 8.1, it may, at its sole option, repair or replace (as the case may be) those of the Goods which are proved to the Company's satisfaction to have been lost or damaged prior to delivery to the Purchaser.



9 LIABILITY

9.1 The Company's liability to the Purchaser, whether for any breach of contract or otherwise, will not in any event exceed the price paid or the price to be paid for the Goods and the Company will be under no liability for any consequential or indirect loss suffered or liability to third parties incurred by the Purchaser or its customers.

9.2 Subject to the provisions of these Conditions all warranties and conditions whether implied by statute or otherwise are hereby excluded, provided that nothing herein shall restrict or exclude liability of the Company:

9.2.1 for death or personal injury caused by the negligence of the Company; or

9.2.2 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability.

10 FORCE MAJEURE

The Company shall be relieved of its obligations under any contract to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence wholly or partially by any cause beyond the Company's control including Act of God, war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power of any such event or by any statute rules regulations orders or requisition issued by any government, council or duly constituted authority or from strikes, lock outs or breakdown of plant.

11 GUARANTEE

11.1 The Goods shall correspond in all material aspects with the description in the Company's catalogue (as varied by agreement) or (where appropriate) with the prototype produced by the Company from plans, specification or general descriptions produced by the Buyer,

11.2 If any Goods supplied by the Company do not so conform (subject to any tolerances stated by the Company) the Company may at its absolute discretion either free of charge repair or replace the defective Goods and deliver the repaired or replaced Goods to the original point of delivery (but otherwise in accordance with and subject to these conditions of sale) or refund or give credit for the price of the defective portion of the Goods. Where the Company complies with this clause 11.2, the Company shall have no further liability in respect of such Goods.

11.3 The Company accepts no responsibility where materials supplied by the Purchaser or through its offices or from sources dictated by the Purchaser shall be defective or in any unsatisfactory condition and the Purchaser shall indemnify the Company against any loss suffered by the Company as a result of such defects or condition.

12 INDEMNITY

The Purchaser shall forthwith indemnify the Company on a full indemnity basis against all or any liability cost or expense of whatsoever nature incurred by the Company due to an alleged or actual infringement of any intellectual property right or otherwise arising out of Goods manufactured or services provided by the Company to the Purchaser's order and in accordance with any samples, designs, specification and/or instructions given by the Purchaser to the Company.

13 SUB-CONTRACT

The Company shall be entitled to sub-contract all or any of its obligations hereunder.

14 DRAWINGS

All descriptive and forward specifications, drawings and other particulars submitted with the Company's tender are approximate only. The descriptions and illustrations contained in the Company's catalogues, price list and other documentation are intended merely to present a general idea of the Goods described therein and none of these shall form part of a contract. Drawings and all details thereon, technical specifications and manufacturing techniques and all details relating thereto are private and confidential to the Company and all intellectual property in the Goods and the drawings vest in and belong to the Company unless the Company and the Purchaser agree prior to the date of contract and subject at all times to the overriding rights in any such intellectual property vested in any third party. Drawings are supplied under the express conditions that they are not reproduced nor communicated to any other person in whole or part without the written consent of the Company nor may the information contained therein be used directly or indirectly in any way detrimental to the interests of the Company.

15 INVALIDITY

Any conditions hereof that is hereafter found invalid or unenforceable in whole or in part for any reason shall whenever allowed by the context be deemed replaced by such valid and enforceable clause covenant or provision (if any) whose content are as close as permissible to those of the invalid or unenforceable clause covenant or provision. If such replacement is not possible the offending condition or part thereof shall be severed here from and such severance shall not otherwise affect or be deemed to affect the remainder (if any) of such condition or otherwise of any remaining clauses or these terms and conditions of sale.

16 WAIVER

Any waiver, forbearance or failure by the Company in insisting in any one or more incidences upon the performance of these conditions shall not be construed as a waiver or relinquishment of the Company's right to future performance or such condition and the Purchaser's obligations in respect of such future performance shall continue in full force and effect.

17 NO SET OFF

Any payment to be made by the Purchaser to the Company shall be made in full without any set off or deduction therefrom or any counterclaim or claim to a lien thereover howsoever the same may arise.

18 LAW OF CONTRACT

These conditions and any contract hereunder shall be governed by and construed under English law and the Company and the Purchaser submit to the exclusive jurisdiction of the English Courts in respect of any dispute claim or matter arising under such a contract or in regard to these conditions.

19 NOTICE

19.1 Any notice or document required or permitted to be given to or served on one party hereto by another party shall be in writing and shall be given or served by delivering or despatching the same by one of the methods set out below to its registered office if a company and (if not) to the party's last know address. Provided that where necessary the despatch of such notice or document has been properly pre-paid a notice or document so given or served shall conclusively be deemed to have been received at the time set out alongside the respective manner of service namely:

19.1.1 by hand on the recipient or an authorised officer thereof – at the time of such service;

19.1.2 by first class post – at the commencement of the first business day next commencing more than 24 hours after despatch;

19.1.3 by facsimile transmission or other electronic means of written communication – at the commencement of the first business day next commencing more than 48 hours after despatch;

19.1.4 abroad by first class airmail post – at the commencement of the first business day next commencing more than 72 hours after despatch.