

CREDIT APPLICATION PACK



LEOCH BATTERY UK LTD

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TO BE COMPLETED BY SALES REP					
SALES REP					
DEPARTMENT					
MARKET					

CREDIT APPLICATION FORM

PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITALS									
CASH ACCOUNT				CREDIT	ACCOUNT				
PERSONAL INFORMATION									
NAME									
ADDRESS									
MOBILE NUMBER									
EMAIL ADDRESS									
POSITION WITHIN THE ORGANISATION									
COMPANY INFORMATION									
FULL COMPANY NAME									
TRADING NAME (IF DIFFERENT)									
TRADING ADDRESS							POSTCODE		
DELIVERY ADDRESS (IF DIFFERENT)							POSTCODE		
TELEPHONE NUMBER									
EMAIL ADDRESS									
WEB ADDRESS									
TYPE OF COMPANY (PLEASE TICK)	PLC		LIMITED		LLP	PART	NERSHIP	SOLE PROPRIETOR	
PARENT COMPANY NAME (IF APPLICABLE)									
HOW LONG ESTABLISHED									
COMPANY REGISTRATION NUMBER									
VAT NUMBER									
ACCOUNTS CONTACT NAME									
ACCOUNTS TELEPHONE NUMBER									
ACCOUNTS EMAIL ADDRESS (IF DIFFERENT)									
ACCOUNTS ADDRESS (IF DIFFERENT)							POSTCODE		
SALES CONTACT NAME									
SALES TELEPHONE NUMBER									
SALES EMAIL ADDRESS									

BANK DETAILS					
BANK					
ADDRESS					
ACCOUNT NUMBER					
SORT CODE					
TRADE REFERENCE 1					
COMPANY NAME					
NAME					
ADDRESS	POSTCODE				
TELEPHONE NUMBER					
EMAIL					
TRADE REFERENCE 2					
COMPANY NAME					
NAME					
ADDRESS	POSTCODE				
TELEPHONE NUMBER					
EMAIL					
AMOUNT OF CREDIT APPLIED F	OR				
REQUESTED CREDIT VALUE					
REQUESTED CREDIT TERMS					
YOU MUST TICK THIS BOX TO GIVE LEOCH BATTERY UK LTD AND ITS PARENT COMPANY LEOCH INTERNATIONAL HOLDING PTE. LTD CONSENT TO STORE YOUR INFORMATION. YOU HAVE THE RIGHT TO WITHDRAW YOUR CONSENT AT ANY TIME - PLEASE CONTACT US AT THE NUMBER ON THE TOP OF THE FORM TO DO SO.					
I HAVE READ THE STANDARD CONDITIONS OF SALE OF LEOCH BATTERY UK LTD					
YOU MUST TICK THIS BOX TO OPT IN TO RECEIVE MARKETING COMMUNICATIONS MATERIAL. PLEASE ENSURE YOU HAVE ALSO TICKED THE BOX IN THE STATEMENT ABOVE REGARDING STORAGE OF YOUR INFORMATION.					
PRINT NAME					
SIGNATURE					
POSITION HELD					
DATE					
OFFICE USE ONLY					
NAME					
DATE					
AGREED CREDIT VALUE					
AGREED CREDIT TERMS					
COMMENTS					

LEOCH BATTERY UK LTD - STANDARD CONDITIONS OF SALE ("CONDITIONS")

1. In thisse Conditions the following expressions shall have the following meanings:
1.1.1 in thisse Conditions the following: (i) packaging costs to be paid by the Customer under Condition 7.5; (ii) any taxes (including value added tax), duties or other charges levied in respect of or by reason of the sale, delivery, export or import of the Goods or any part thereof but excluding taxes assessed on profits or gains; (iii) Application Support (iii) any); (iv) transportation costs in addition to those to be paid by the Seller under Condition 7.1 or transportation costs where the Customer has requested express, same day, overnight delivery or any other similar service; (v) storage handling and transportation costs under Condition 7.6; and (vi) the cost of samples under Condition 3.6;
11.2 "Application Support" means any works and services provided by the Seller in conjunction with the Goods;
11.3 "Connected Goods" means all equipment not sold by the Seller but connected (directly) or used in conjunction with the Goods;
11.4 "Contrad" means any contract between the Seller and the Customer for the sale and purchase of the Goods which incorporates these Conditions;
11.5 "Customer" means the person, firm or company receiving a quotation from and/or placing an order with the Seller;
11.6 "Goods" means all and every term of Goods or part thereof supplied by the Seller to the Customer under a Contract;
11.7 "Seller" means Level to the Customer for the Seller and Seller and Seller and Seller and Seller and Sel

2. GENERAL
2.1 These Conditions apply to all sales of Goods by the Seller to the exclusion of all other terms and conditions. No additions, variations or modifications to these Conditions shall be binding upon the Seller unless expressly agreed by the Seller.
2.2 All broad-unes, catalogues, price lists, samples, particulars of dimensions and other advertising or descriptive material submitted to the Customer are intended to be approximate only and to give a general impression of the Goods. Unless expressly incorporated, the same shall not form part of the Contract and this is not a sale by samples.
2.3 the Customer acknowledges that it has not relied on any statement, openines or representation made or given by or on behalf of the Seller which is not set out in the Contract.
2.3 the Customer acknowledges that it has not relied on any statement, openines or representation made or given by or on behalf of the Seller which is not set out in the Contract.
2.3 the Customer shall not use or disclose any such secret or confidential information to any third party or otherwise without the Seller's consent. Any intellectual property rights which belong to the Seller shall remain vested in the Seller.

3. CAUCHATION AND ORDERS
3.1 Each order or acceptance of a quotation for Goods by the Customer shall be deemed to be an offer by the Customer to buy the Goods subject to these Conditions. No contract for the supply of Goods will be created by the acceptance of a quotation or an order until the Seller acknowledges the order or acceptance of a quotation in writing or (if earlier) the Seller delivers the Goods to the Customer. The Customer shall ensure that the terms of its order and any applicable specification (including any delivery requirements) are complete and accurate.
3.2 Autoattoms from the Seller are valid for 30 days from the date of the quotation, unless previously withdrawn by the Seller.
3.2 Autoattoms from the Seller are valid for 30 days from the date of order.
4.4 The Seller reserves the right to increase or decrease the price quoted per unit for Goods if the Customer orders less than the number of units upon which the quotation was based or if the cost to the Seller acquiring the Goods increases by more than 2 percent.
3.5 The Seller reserves the right to increase or decrease the number of items in the Goods to be supplied by a variation not exceeding 5 per cent and to make an appropriate increase or decrease to the price. Any variation under this clause 3.5 to the number of Goods supplied shall not entitle the Customer to reject delivery of the Goods.
3.6 Any samples marked returnable and/or submitted with the quotation or provided at the Customer's expense within 30 days of receipt, otherwise the cost of the samples shall be added to the Contract price.
3.7 The Seller may change the specification of the Goods to conform to any applicable safety or other statutory requirements or, where the Goods are to be supplied to specification, which does not materially affect their quality or performance.

4. PRICE AND PAYMENT TERMS

4.1 Unless otherwise expressly stated by the Seller in writing: a) the price for the Goods shall be the price set out in the Seller's standard price list published on the date of delivery or deemed delivery of the Goods; and b) any Additional Items shall be added to the Contract price.

4.2 Payment in full (without any deduction by way of set off, counter claim, discount, abatement or otherwise) for the Goods shall be due and payable in pounds sterling within 30 days of the receipt by the Customer of the Seller's invoice, notwithstanding that delivery may have not taken place.

4.2 Psyment in full (without any deduction by way of set off, counter claim, discount, abatement or otherwise) for the Goods shall be due and payable in pounds sterling within a Judge of the essence and payment shall not be deemed to have been received until the Seller has received claim effects under the Late Payment of Commercial Debts (Interest) Act 1998.
4.4 if the Customer fails to pay the Seller any sum due pursuant to the Contract on the due date, the Seller reserves the right to deliver the Contract will be payment of part or payment in part or fails before delivering or performing any other work or services whatsoever to the Customer under the Contract will be payment in part or fail before delivering or performing any other work or services whatsoever to the Seller reserves the right to require payment in part or fail before delivering or performing any other work or services whatsoever to sell the section of the seller reserves the right to require payment in part or fail before delivering or performing any other work or services whatsoever to the Seller reserves the right to require payment in part or give the section of the seller reserves the right to cancel the Customer's order, sell or dispose of the Goods and to recover any loss from the Customer.

5.1 ITLE
5.1 Legal and beneficial ownership of the Goods will remain vested in the Seller until all sums due by the Customer to the Seller have been paid for in full (in cash or cleared funds).
5.2 Until ownership of the Goods passes to the Customer, the Customer shall: a) store the Goods (at no cost to the Seller) on a fiduciary basis as the Seller's bailee separately from the Customer's and third parties' Goods so that they remain readily identifiable as the Seller's property. b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and c) maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller.
5.3 The Customer may represent the Goods before ownership has passed to it if: a) the sale is effected in the ordinary course of the Customer's business at full market value; b) the sale is a sale of the Seller's property on the Customer's own behalf, and c) the Customer shall make a claim under its policy of insurance and hold the proceeds of such insurance dain on trust for the Seller.
5.5 The Customer has a bankruptcy petition presented against him or a bankruptcy order made against him or a bankruptcy petition presented against him or a bankruptcy petition presented to any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) c

6. PERFORMANCE, DELIVERY AND FORCE MAJEURE
6.1 Unless otherwise a greed by the Seller, delivery of the Goods shall take place at the Seller's place of business. The Customer shall take delivery of the Goods within 14 days of the Seller giving it notice that the Goods are ready for delivery. If delivery is not effected within this period due to default of this Condition by the Customer, the Seller shall be entitled to terminate the Contract, dispose of the Goods and obtain compensation from the Customer for breach of this Condition.
6.2 Dates for delivery are estimates only. Time shall not be of the essence for delivery.
6.3 Subject to the other provisions of these Conditions, the Seller shall not be inlable for any direct, indirect or consequential expenses, losses, costs, charges or damages (including without limitation, pure economic loss, loss of profits, loss of business, loss of seller shall not be conditions, the Seller's health of the Seller's negligence) and deletyle shall not entitle the Customer or rescried or terminate the Contract unless such delay exceeds 90 days.
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worktorce or restraints or delays anecting carriers or incoming or deap in containing applied as part of an order. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

6.6 The Seller reserves the right to make delivery by instalments and to submit invoices for Goods supplied as part of an order. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer or repudiate or cancel any other Contract or instalment.

6.6 The Seller shall not be liable for non-delivery of Goods (even if caused by the Seller's negligence) unless the Customer gives written notice to the Seller within 48 hours of the date when the Goods would in the ordinary course of events have been received and the Seller's liability for non-delivery shall be limited to replacing the Goods within a reasonable time or (at the Seller's discretion) raising a credit note in respect of the Goods.

7. RISK, CARRIAGE, PACKAGING AND STORAGE
7.1 The Seller reserves the right in its absolute discretion to choose the means of carriage of the Goods to the Customer and (unless otherwise specified) standard delivery within the U.K. shall be at the cost of the Seller.
7.2 Transportation shall be a subject to the conditions of carriage of any third party carrier.
7.3 The Goods are at the risk of the Customer from: a) if delivery takes place at the Seller's place of business; and any loss, damage to or deteriorion of the Goods following the date and time that risk has passed shall be and remain with the Customer not withstanding that the Seller arranges carriage. The Seller's hall be under no liability arising from their choice of carrier or carriers, or from the act or omission of such carrier or carriers, and the Customer waives all rights under Section 32(2) of the Sale of Goods Act 1979 in addition to any other rights hereby excluded or restricted. restricted.
7.4 On request, the Seller will inform the Customer of the name and address of the carrier and any time limit for claims stipulated by them. It is agreed that these time limits constitute a reasonable opportunity to examine the Goods and a reasonable time to intimate

The Molton State Control of the Customer will be at the Customer's cost and expense.

7.5 The Seller's standard packaging is included in the quoted price (unless otherwise specified). Any additional packaging or special requirements requested by the Customer will be at the Customer's cost and expense.

7.6 Once the Goods are ready for delivery the Seller shall be entitled to invoice and be paid for the Goods as if they had been delivered. If the Customer does not arrange for or accept delivery of the Goods where they are ready for delivery or if the Seller is unable to deliver the Goods on time because the Customer has not provided appropriate instruction or other necessary documentation, the Goods shall have been deemed to have been delivered, the Seller shall arrange storage, additional handling and transportation for the Goods at the Customer's cost and expense and risk in the Goods shall pass to the Customer.

7.8 The Customer must not exhibit the Goods without first obtaining the Seller's consent.

7.8 The Customer will provide the Seller with such facilities (including appropriate equipment and manual labour for loading and unloading the Goods) as are necessary for the Seller to complete the Contract. The Customer acknowledges that the installation of the Goods will move tox's material. The Customer shall ensure that there is a properly demarcated area for the Goods, provide adequate washing facilities, prohibit eating in the area where the Goods are stored and used and comply with health and safety requirements in all other respects. The Customer is responsible for providing lifting facilities in relation to the Goods.

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8. TERNS AND REPRESENTATIONS

8. TERNS AND REPR

9. TERMINATION

9. TERMINATION
9.1 The Seller may terminate this Contract on 1 month's notice and shall, at its option, be entitled by notice to terminate all or any of its contracts with the Customer forthwith and recover all expenses, losses and damage resulting to the Seller including (but without limitation to) loss of profit or other consequential loss if: a) the Customer suffers one of the insolvency events specified in 5.5.1 or 5.5.2; b) the Customer fails to make any payment owed to the Seller on the due date; c) the Customer fails to make payment in advance, when requested in accordance with Condition 4.5 above, within 1.4 days of being requested to do so; d) the Customer is in breach of the terms and conditions of any contract with the Seller (including breach of these Conditions) and shall fail to remedy the same within 21 days of notice specifying the breach and requiring remedy (if the breach shall be remediable).
9.3 Conditions 5 and 8 shall continue in effect following termination of this Contract however caused.

10. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partially invalid, illegal, void, unenforceable or unreasonable it shall be deemed to be severable and the remaining provisions of the Contract shall continue in full force and effect.

On the Contract shall continue in full force and effect or depth or the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any rights under the Contract. Any waiver by the Seller of any breach of, or any default under any provision of the Contract shall not be deemed to be waiver of any subsequent breach or default and shall not affect the other terms of the Contract.

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