



Obart Pumps Limited

Obart House, Liphook Way, 20/20 Industrial Estate,
Maidstone, Kent. ME16 0FZ
FREEPHONE 0800 092 4423
Tel: 01622 355000 Fax: 01622 355019

www.obartpumps.co.uk
sales@obartpumps.co.uk

Account Application Form

(All applicants should have paid or will be required to pay for at least one order on a pro-forma/credit card basis)

Full Business Trading Name _____

Nature of Business _____

Indicate whether Limited Company, Partnership or Sole Trader _____

Trading Address _____

Telephone Number _____ Fax Number _____

Company e-mail _____ Web Site _____

Company Registered Address _____

Company Registration Number _____ VAT Registration Number _____

Date Trading Commenced _____ No of Employees _____

Annual Sales Turnover _____ Amount of Credit Required _____

Accounts contact _____ Invoices by post/e-mail** Accounts e-mail _____
(**please delete as applicable)

Names of Partners, Proprietors or Directors (Address details not required for Limited Companies)

Name	Name	Name
Position	Position	Position
Address	Address	Address

Bank Name _____

Sort Code _____ Account No. _____

Trade References

Company Name	Company Name
Address	Address
Tel:	Tel:
Fax:	Fax:

Declaration of Credit Applicant

I understand that 'subject to credit status', I may be offered either a '30 day Charge Account' or a 'Credit Card Account'. Being an authorised officer of this business, I agree to abide by the terms and conditions of Obart Pumps Limited and to make payment of our account within the stated credit terms. I appreciate that failure to adhere to these terms and conditions could result in the closure or downgrading of our credit account.

Signed _____ Position in Company _____

Print Name _____ Date _____

(Revised Jan 2011)

PAID BY C/C AUTH. BH AUTH. MH INPUT ON SAGE INPUT ON ACT

Conditions of Sale

The following terms and conditions ("the Conditions") are the terms on which Obart Pumps Limited ("the Company") sell their products and services and supersedes all other terms and conditions used by the Company.

- 1. Buyer.**
The person, firm, company, corporation or public authority shown on the invoice of the Company is "the Buyer"
- 2. Carrier.**
The person, firm, company, corporation or public authority responsible for delivery of the Goods to the delivery address, including the Company when the Company delivers, shall hereafter be referred to as "the Carrier"
- 3. Goods.**
The description and quantity of the Goods to be sold ("the Goods") shall be as set out in the quotation provided by the Company to the Buyer ("the Quotation")
- 4. Orders, price and payment.**
 - 4.1 The price (exclusive of VAT) for the goods ("the Price") shall be the quoted price of the company.
 - 4.2 Payment of the Price is due on order with cleared funds, or
 - 4.3 shall be made within 30 days of the date ("the due date") of invoice for the goods, if an credit account has been approved by the Company.
 - 4.4 If the price is not paid by the due date the Company reserves the right to charge interest and/or charge the debt recovery costs in accordance with the Late Payment (Interest & Penalties) Legislation 1998 (amended 2002). The Company may also withdraw a credit account if payment terms are exceeded.
 - 4.5 Any cancellation of any order by the Buyer must be in writing, and agreed as cancelled also in writing by the Company. In case of any cancellation, the Buyer may be released from its obligations under the contract after payment of a sum for reasonable liquidated damages.
- 5. Delivery.**
The Company, or their appointed Carrier, shall deliver the Goods to the address of the Buyer and on the date as both are shown on the Quotation. The Company can not guarantee the time of delivery.
- 4. Acceptance.**
The Company must be advised verbally, and then in writing by recorded delivery, of any defects in the Goods as soon as they are discovered by the Buyer who shall be deemed to have accepted the Goods if they have not been rejected on or before the third day after delivery. The Buyer must detail any damage or shortages and then endorse the carrier's delivery documentation. The Buyer shall not be entitled to reject the Goods in whole or in part after the expiry of the 3 day period. Should the goods be returned to the Company, written agreement from the Company is required and the Buyer is responsible for any restocking charge levied.
- 5. Title and risk.**
The Goods shall be at the risk of the Buyer following delivery and, notwithstanding delivery, title in the Goods shall not pass to the Buyer until the Buyer has made payment of the sums owing to the Company failing which the Company shall have the right to repossess or otherwise recover the Goods. Until title passes the Buyer shall hold the Goods as bailee for the Company and shall store or mark them so that they can at all times be identified as Goods of the Company.
- 6. Limitation of liability.**
 - 6.1 Save in respect of personal injury or death due to any negligence, the Company shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to defect in the Goods.
 - 6.2 Without prejudice to Condition 6.1 the Company shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from this agreement.
- 7. Force majeure.**
The Company shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.
- 8. General**
 - 8.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
 - 8.2 The Company may without consent of the Buyer sub-licence its rights or obligations or any part of these Conditions.
 - 8.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.
- 9. Contract.**
Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.
- 10. Entire agreement**
Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.
- 11. Governing law and jurisdiction.**
The laws of England and Wales shall govern this agreement and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

WARRANTY TERMS AND CONDITIONS

Equipment supplied by the Company is covered by the following Terms and Condition, and includes goods imported by the Company, goods purchased by the Company, and any other goods covered by a separate Manufacturers Guarantee.

- 1. Tsurumi submersible pumps:** warranty is offered for a period of three years from the date of purchase from the Company after the 1st July 2010. This warranty covers failure of equipment due to faulty components or assembly. Warranty covers parts and labour, only, and excludes any carriage charges. Fair wear and tear and mis-use are excluded from any warranty. The Company reserve all rights regarding the validity of any claim.
- 2. Products other than Tsurumi submersible pumps:** warranty is offered for a period of one year from date of purchase from the Company and covers failure of equipment due to faulty components or assembly. Warranty covers parts and labour, only, and excludes any carriage charges. Fair wear and tear and mis-use are excluded from any warranty. N.B. the warranty period offered by a manufacturer may differ from that offered by the Company, however in all instances one year from date of purchase is given. The Company reserve all rights regarding the validity of any claim.
- 3.** The Company are responsible for any Goods sold by them which were obtained in the U.K. However, the Company will return such goods to their supplier and will undertake to report to their customer within a reasonable period. Any warranty allowance offered by the supplier will be passed on to the Customer. Carriage charges, to the Company's works, and fair wear and tear are excluded from warranty cover.

N.B. Customers shall not attempt any repair or adaptation to any equipment during the warranty period, or use the equipment for any purpose other than for which it was designed. Any such interference or mis-use will negate any claim for warranty.

STATEMENT OF COPYRIGHT

All copy, tables, images, logos, designs used in this price list, or any publication issued by the Company remain the intellectual property of the Company and may not be reproduced without the written permission of the Directors of the Company. Any party who exploits this property may be subject to prosecution.