

APPLICATION FOR CREDIT ACCOUNT

Sales Rep: _____

Please complete, sign and return to
above address or email to:
accounts@precisionheating.ie

ACCOUNT NAME _____

TRADING NAME (IF APPLICABLE) _____

ACCOUNT ADDRESS _____

VAT NUMBER _____ COMPANY REG NO. _____

TEL _____ MOBILE _____ EMAIL _____

EMAIL FOR STATEMENTS/QUERIES/INVOICES _____

IF COMPANY, GIVE FULL NAMES, ADDRESS OF PRINCIPAL DIRECTORS

IF LIMITED COMPANY, STATE YOUR REGISTERED OFFICE

TRADE REFERENCES (NAME, ADDRESS, TELEPHONE & EMAIL)

1. _____

Ph: _____ Email: _____

2. _____

Ph: _____ Email: _____

3. _____

Ph: _____ Email: _____

DO YOU REQUIRE ORDER NUMBERS

YES/NO _____

WILL GOODS BE COLLECTED BY THIRD PARTY

YES/NO _____

CAN GOODS BE ORDER BY PERSON OTHER THAN UNDERSIGNED

YES/NO _____

CREDIT TERMS WITH PRECISION ARE STRICTLY 30 DAYS EOM

Please sign below to confirm acceptance of our Terms and Conditions as listed on page 2

SIGNED: _____ POSITION: _____

OFFICE USE ONLY

CREDIT LIMIT € _____ APPROVED BY _____

DATE _____ OPENED BY _____

CUSTOMER TERMS _____

PRECISION HEATING LIMITED: CONDITIONS OF SALE

All quotations are made and all orders are accepted subject to the following Conditions of Sale, notwithstanding anything which may be stated or implied to the contrary either verbally or in writing-

(1) Orders:

Your first three orders with Precision Heating will require payment up front unless otherwise agreed. No order shall be considered to have been accepted by Precision Heating Limited until acceptance in writing has been given. Tenders, proforma invoices and similar material shall in no way be binding upon Precision Heating Limited.

(2) Price Adjustment:

Precision Heating Limited reserve the right to adjust the quoted and accepted prices in the event of increase in prices by its suppliers, cost of materials, wages, salaries, government action, rate of exchange, or other factors beyond the control of Precision Heating Limited up to the date of despatch of the goods.

(3) Description, etc:

All descriptive specifications, drawings and particulars of weights and dimensions submitted with Precision Heating Limited's quotation are approximate only, and the descriptions and illustrations contained in Precision Heating Limited's catalogue, price lists and other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract.

(4) Substitutions:

Should any material or part specified as necessary for the completion of an order be unavailable when required to fulfil that order a substitute deemed by Precision Heating Limited to be suitable for the intended purpose will be supplied if available and shall be accepted by the purchaser in full satisfaction and performance of the order or that part thereof for which it is a substitute as the case may be. In the event that Precision Heating Limited is unable to obtain a satisfactory substitute for unavailable materials or parts Precision Heating Limited's obligation to the complete performance of the order shall upon notification mailed to the Purchaser be suspended until such time as the unavailable materials or parts or a suitable substitute becomes available and the price shall be adjusted accordingly.

(5) Delivery:

If at any time after that date of acceptance of an order, delivery of the goods has been affected or held up or partially prevented or hindered by act of God or riots, strikes, civil commotions, prohibition or restriction in whole or in part by competent authority, strikes, lockouts or stoppages of the buyers or sellers, workmen, or those of persons from whom or in trades from which the buyers or sellers procure supplies for operating their factory, drought, flood, accidents, fire, obstruction of navigation by ice at port of shipment, obstruction of railway or loss or detention at sea, or any other cause of whatsoever nature or kind beyond their control, then Precision Heating Limited shall not be liable for any consequent loss.

(6) Interest:

Price shall be as stated on the Invoice but if the Account is not paid by the 25th of the month following delivery then it shall carry interest at the rate of 2.5% per month on the outstanding amount. If the Account is less than €50 and is not paid by the 25th of the month following delivery, then it shall carry a surcharge of €6 in lieu of an interest charge.

(7) Terms of Payment:

The property in the goods contracted to be sold shall be transferred to the Purchaser when payment in full has been made by the Purchaser for the said goods and when the Purchaser shall have paid all sums owing by him to Precision Heating Limited in respect of all other contracts and not earlier. Until such time as the Purchaser shall have paid for the said goods and paid all other sums which may be owing by him to Precision Heating Limited in respect of other contracts the property in the goods shall remain vested in Precision Heating Limited. Notwithstanding the foregoing the goods shall be at the Purchaser's risk as and from the time of delivery has been made of the goods to the Purchaser. Unless otherwise indicated by Precision Heating Limited, the terms of payment are: Accounts payable by 25th of the month following delivery - nett. Where the price of erection and / or installation is quoted as a separate item, payment for the goods delivered shall be due as above mentioned and payment for erection and / or installation shall be made upon completion. Should Precision Heating Limited be prevented by the Purchaser from erecting and / or installing the goods for a period of thirty days after delivery to site, the full price of erection and / or installation shall immediately become due and payable.

(8) Purchaser's Risk

The goods shall be entirely at the Purchaser's risk as from the date of delivery to the address stated in the delivery instructions.

(9) Storage:

If after the due delivery date Precision Heating Limited does not receive forwarding instructions within ten days after date of notification that the goods are ready for despatch, the Purchaser shall take delivery or arrange for storage. Precision Heating Limited, if its storage facilities permit may, however, store the goods making a charge until they are despatched and the goods when put in storage shall be paid for as if they had been despatched.

(10) Damage in Transit:

When the price quoted by Precision Heating Limited includes delivery within the Republic of Ireland Precision Heating Limited will repair or replace free of charge goods damaged in transit, provided that Precision Heating Limited and the carriers receive the requisite written notification of such damage within the time specified by the Carriers. Unless such notification is received by Precision Heating Limited and the Carriers within that period, Precision Heating Limited will be under no liability for damage in transit. The Purchaser is advised in his own interest to inspect the goods immediately on arrival.

(11) Warranty:

In respect of new goods the Warranty (if any) given by the Manufacturer shall operate in place of all other warranties, conditions or liabilities expressed or implied by law all of which are hereby expressly excluded. See back of invoice. If modifications or repairs are carried out on such good without the approval of Precision Heating Limited or if the goods are used in a negligent manner, then the Warranty (if any) shall not apply. In the event of the Manufacturer's Warranty being applicable, no reimbursement will be made for the cost of labour involved in dismantling and reassembly of the defective components. In the event of a fault occurring in any of the goods during the period of the Manufacturers' Warranty (if any) Precision Heating Limited may authorise the Purchaser to remove the defective part and in such case this should be forwarded carriage paid to Precision Heating Limited. Precision Heating Limited will then decide whether a defect or faulty workmanship in fact exists and their decision in all circumstances will be final and binding upon the Purchaser. The Manufacturers' Warranty (if any) does not apply to general maintenance, general wear, damage caused by faulty installation or maintenance, overload, failure of electrical supply, damage by flooding or fuse failure or contaminated fuel.

(12) Performance:

Performance figures, if given are such as may be expected to be attained on test upon completion of installation and are subject to the usual tolerances. Reasonable time and opportunity are to be given to comply with such performance figures and no liability will be accepted in respect of any failure of attainment on test.

(13) Consequential Damage:

Precision Heating Limited shall be under no liability for any consequential loss, damage, claims or liabilities of any kind arising from any cause whatever.

(14) Cancellation of Contract:

Any order may be cancelled or varied by the Purchaser only with the consent of Precision Heating Limited and upon payment of reasonable cancellation or variation charges. Such charges shall take into account expenses incurred and commitments made by Precision Heating Limited and all other losses due to such cancellation or variation.

(15) Force Majeure:

Should any event occur which is beyond the control of Precision Heating Limited such as act of God or riots, strikes, civil commotions, prohibition or restriction in whole or in part by competent authority, strikes, lockouts or stoppages of the buyers or sellers, workmen, or those of persons from whom or in trades from which the buyers or sellers procure supplies for operating their factory, drought, flood, accidents, fire, obstruction of navigation by ice at port of shipment, obstruction of railways or loss or detention at sea, or any other cause whatsoever nature or kind whereby fulfillment of the order is prevented or delayed, Precision Heating Limited shall not be under any liability but the Purchaser may elect to cancel the order in accordance with the cancellation provisions contained in these Conditions or allow the order to remain on Precision Heating Limited's books and be completed at some later date at an adjusted price. Where the Purchaser elects to allow the order to remain on the books, the Purchaser may at a later date elect to cancel the order subject to the said cancellation terms set out forth herein.

(16) Third Party Liability:

Precision Heating Limited shall be under no obligation in respect of any claim or loss or injury whatsoever caused or arising, including loss of production, loss of profit, loss of goods in store or the like which might arise from defects or delay, whether brought by a Third Party against the Purchaser or against Precision Heating Limited and the Purchaser shall indemnify Precision Heating Limited against all such claims and the cost of any legal proceedings.

(17) Arbitration:

If at any time any question, dispute or difference whatsoever shall arise between Precision Heating Limited and the Purchaser upon or in relation to or in connection with an order the same shall be referred to arbitration of a person to be mutually agreed upon or failing agreement within 14 days after notice in writing by the one party to the other party of the existence of such dispute or difference of some person to be appointed by the Secretary for the time being of the Institute of Heating & Ventilating Engineers of Ireland and in accordance with the provisions of the Arbitration Act 1954 or any statutory amendment or re-enactment thereof.