

CREDIT APPLICATION FOR AN INTERNATIONAL BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Contact name			Date business commenced:
Company name			____ / ____ / ____
Phone			<input type="checkbox"/> Corporation <input type="checkbox"/> Limited company <input type="checkbox"/> Partnership <input type="checkbox"/> Other (please specify)
E-mail			
Registered company address			
Company Reg No:		TAX ID:	

BUSINESS AND CREDIT INFORMATION

Primary business address			Invoice currency:
Phone			<input type="checkbox"/> US Dollars <input type="checkbox"/> Sterling
Finance E-mail			Credit limit requested: _____

BUSINESS/TRADE REFERENCES

Company name			E-mail
Address			
ZIP Code			Phone
Type of account			
Company name			E-mail
Address			
ZIP Code			Phone
Type of account			

AGREEMENT

1. All invoices are to be paid 30 days from the end of month following invoice.
2. By submitting this application, you authorize UFabrik to make inquiries into the trade references that you have supplied.
3. By submitting this application you agree to our Privacy Policy & email addresses submitted will be added to our email mailing list.

SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

finance@ufabrik.com

sales@ufabrik.com

customerservice@ufabrik.com

European Office
Building 329, Suite G4, Doncastle Road, Bracknell, Berkshire. RG12 8PE. UK

Manufacturing Facility:
616/2 Moo.5, Mae Nam Koo Pluakdaeng, Rayong 21140. Thailand

12855 Valley Branch Lane, Farmers Branch, TX 75234. USA

28 Track Dr, Binghamton, NY 13904. USA

North America:
840 E. Glendale Avenue, Sparks, NV 89431. USA

Terms and Conditions of sale for businesses for UFabrik Ltd.

1. Definitions

1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:
"The Company" means UFabrik Limited, a company registered in England and Wales with registration number 14621158 and whose registered office is at Chancery House, 30 St Johns Road, Woking, Surrey, GU21 7SA
"Conditions" means these terms and conditions;
"Contract" means any agreement for the sale and purchase of Goods which is entered into between the Company and the Customer;
"Force Majeure" means circumstances beyond the control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract;
"Goods" means those products ordered by the Customer to be supplied by the Company pursuant to these Conditions;
"Order Acknowledgement" means a written acknowledgement from the Company to the Customer accepting the Customer's order;
"Site" means <http://www.ufabrik.com>
"Working Day" means any day from Monday to Friday other than a statutory holiday or public holiday in England.

1.2 In these Conditions

1.2.1 words in the singular include the plural meaning and words in the plural include the singular meaning; use of any gender includes the other genders;
1.2.2 headings are for reference only and do not affect the meaning or interpretation of these Conditions;
1.2.3 references to any act, regulation, code of practice or statutory order shall be interpreted so as to include any change, re-enactment or extension of the act, regulation, code of practice or statutory order; and
1.2.4 any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

2. Basis of Contract

2.1 these Conditions shall apply to the sale by the Company of all Goods purchased by the Customer and these Conditions shall govern each Contract to the exclusion of any other terms and conditions introduced or submitted by the Customer.
2.2 no variation of these Conditions shall be binding unless agreed in writing by a director of the Company and no collateral or supplemental contract may be made or construed unless confirmed in writing by a director on the Company's official stationery.
2.3 any tenders or quotations will not constitute an offer and each Contract shall be made as follows: -
2.3.1 for Site orders when the Company issues an Order Acknowledgement via an e-mail confirmation;
2.3.2 for email orders when the Company issues an Order Acknowledgement via an e-mail confirmation;
2.3.3 for telephone orders if the Company issues an Order Acknowledgement, when the Order Acknowledgement is issued to the Customer;
2.3.4 if the Company does not issue an Order Acknowledgement, upon delivery to the Customer.
2.4 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into each Contract the Customer acknowledges that it does not rely on, and irrevocably waives any claim it may have for damages for or a right to rescind the Contract for breach of any such representations which are not so confirmed (unless such representation were fraudulently made).
2.5 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agent as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk and, accordingly, the Company shall not be liable for such advice or recommendation which is not so confirmed.
2.6 Any typographical, clerical or other error or omission in any sales literature, tender, 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. Price

3.1 The price to be paid by the Customer is the price displayed on the Site at the time when the order is received by the Company.
3.2 In the event that the Company discovers an error in the price of the Goods ordered by the Customer, the Company shall notify the Customer as soon as possible providing the Customer the option of either reconfirming the order at the correct price or cancelling the order. If the Company is unable to contact the Customer for the purposes of this Condition 3.2, the order shall be deemed cancelled and where the Customer has already made payment for the Goods this shall be refunded in full.
3.3 Notwithstanding Condition 3.2, if any increase howsoever arising in the price of the Goods including but without being limited to any increase in the costs of manufacturing, raw materials, labour or transportation occurs after the Contract is formed, the Company shall be entitled (subject to any statute or regulation) to make such addition to the price of the Goods as shall be reasonable in the circumstances.
3.4 All prices are exclusive of VAT and any other duties or taxes where applicable charged at the rate ruling at the date of despatch.
3.5 All prices are exclusive of carriage.

4. Payment

4.1 Payment for the Goods shall be made in full on order placement and in any event prior to despatch of the Goods or any instalment thereof unless otherwise agreed in writing. Where Goods are ordered using a credit account, the Supplier shall be entitled to invoice the Customer for the Goods ordered prior to despatch of the Goods or any instalment thereof. Payment of the invoice shall be due without any set off or other deduction within 30 days end of date of invoice.
4.2 The Customer shall make payment for the Goods in the pre agreed currency, unless otherwise agreed in writing. Any payment received by the Company in any other currency will not be deemed to be payment for the Goods in question.
4.3 Payment can be made by one of the following credit or debit cards: MasterCard, Visa (Debit, Delta or Connect), Visa & Switch. The Company reserves the right to charge a 2% handling charge for all credit card purchases.
4.4 In the event that the Customer fails to pay for any order by the due date then, without prejudice to any other right or remedy available to the Company, all invoices issued to the Customer by the Company in respect of any Goods sold or supplied pursuant to these Conditions shall immediately fall due for payment and any credit offered or extended by the Company to the Customer in respect of the same shall be cancelled forthwith. In addition the Company shall be entitled at its discretion to do one or more of the following:
4.4.1 to charge the Customer interest both before and after any judgment on the amount unpaid until the date payment is received in full pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; and/or
4.4.2 to withhold delivery of any Goods agreed to be sold by the Company to the Customer or any instalment thereof (being the subject of the Contract or any other contract) until payment and any accrued interest have been paid in full; and/or
4.4.3 terminate the Contract.

5. Packaging

5.1 The packaging of the Goods shall be entirely at the discretion of the Company who shall have the right to pack all the Goods in such manner, and in such quantities as the Company thinks fit and shall not be obliged to comply with any packaging requests or instructions from the Customer.

6. Delivery

6.1 Any dates or times given for delivery of the Goods are approximate only and time of delivery is not of the essence. If no delivery dates are so specified, delivery shall be within a reasonable time.
6.2 The Goods may be delivered in instalments, in which case each instalment 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 Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
6.3 In the event of a failure to accept any delivery by the Customer, otherwise than by reason of the Company's fault or by reason of Force Majeure the Company shall be entitled to:
6.3.1 store the Goods until actual delivery and charge the Customer for the reasonable costs of storage (including insurance) and redelivery; and/or
6.3.2 sell the Goods at the best price readily obtainable and (after deducting all storage, sell and other expenses) account to the Customer for the excess over the sums owing by the Customer or charge the Customer for any shortfall.
6.4 The Customer shall accept delivery of the Goods and provide assistance with unloading the Goods. Incorrect delivery details may result in a delay in delivery and possibly additional charges.
6.5 Where Goods have special delivery requirements the Company shall, following the Customer's placement of the order, send by post or email, a site survey form ("Site Survey Form") for completion by the Customer. The Site Survey Form must be completed and returned to the Company within sufficient time to enable the Company to analyse, and if necessary request further information, before committing to an estimated delivery date. Failure to deliver due to the non return of the Site Survey Form or the presence of incorrect information on the Site Survey Form shall not amount to a breach of contract but the Company shall be entitled to:-
6.5.1 treat the delivery as completed, and to issue an invoice accordingly; or
6.5.2 treat the Goods as returned unwanted, and levy a restock charge in accordance with Condition 9.5; or
6.5.3 amend the delivery date, and charge for any additional costs incurred if extra delivery requirements or equipment become apparent after receipt of the Site Survey Form.
6.6 Any damage to packaging must be recorded on the Company's delivery acknowledgement documentation on delivery, and any damage or shortage of the contents must be advised in writing by email within one business day following delivery. No claims for damaged goods on delivery will be accepted unless the delivery agent's paperwork has been clearly marked as "Damaged on Delivery". If in doubt contact the Customer Services on 0118 467 9792 at the time of delivery, with the delivery driver present. Customer must email photographs of all sides of the packaging and damage to sales@ufabrik.com within 2 Working Days of the notification of the receipt of damaged Goods.
6.7 Claims for damaged goods within undamaged packages will only be accepted within 2 Working Days after delivery.
6.8 On delivery it is the Customer's responsibility to ensure that the total number of packages signed for is the same as the number of packages delivered. Claims for delivery shortage will not be accepted once the delivery acknowledgement documentation is signed.

7. Risk and Title of Goods

7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery to the address provided by the Customer to the Company when the order is placed, save if the Customer wrongfully fails to take delivery then risk shall pass to the Customer at the time when the Company has tendered delivery of the Goods.
7.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full in cleared funds all sums due to it in respect of:
7.2.1 the Goods; and
7.2.2 all other sums which are at the time of such payment due to the Company from the Customer on any account.
7.3 Until such time as the title in the Goods passes to the Customer if Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.
7.4 The Customer shall be entitled to resell or use the Goods in the ordinary course of business before ownership has passed.
7.5 Until such time as the title in the Goods passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and if the Customer fails to do so forthwith, the Company shall be entitled to enter upon any premises or vehicles of the Customer or any third party where the Goods are stored and mark, identify and repossess the Goods.
7.6 All software is sold with the understanding that all right, title and interest, including without limitation all intellectual property rights in and related to the products and all improvements, derivative works and modifications thereof, are solely and shall remain with the original supplier and its licensors. No permission is granted to copy, make copies of, translate, localise, disassemble, decompile, reverse engineer, attempt to discover source code of, modify, create derivative works, change any part, including without limitation the documentation, packaging, notices, trademarks, except as expressly permitted under Section 50A-50C of the Copyright Designs and Patents Act 1988, or prior agreed in writing.

8. Termination

8.1 The Company shall be entitled, without any prejudice to any other right or remedy available to the Company, to cancel the Contract and suspend any further deliveries to the Customer without any liability to the Company if any of the following occur:-
8.1.1 the Customer fails to make any payment in accordance with Condition 4.1; or
8.1.2 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
8.1.3 an encumbrancer takes possession or a receiver or administrator is appointed, of any of the property or assets of the Customer; or
8.1.4 the Customer ceases, or threatens to cease, to carry on business; or
8.1.5 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

9. Warranties and the Return of Goods

9.1 Where the Company is not the manufacturer of the Goods. The Company shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given by the Manufacturer.
9.2 In the event of any claim being made by the Customer under Condition 6 or Condition 9 the Customer shall give the Company a reasonable opportunity to inspect the Goods in the same condition as they were at delivery after discovery of the defect and shall return Goods to the Supplier where requested in accordance with Condition 9.4. Liability will not be accepted unless this procedure is followed.
9.3 When returning Goods pursuant to this Condition 9 the Customer must request a return material authorisation ("RMA") number. Goods sent without a RMA number will not be accepted by the Company and will be returned to the Customer at the Customer's expense. The Company shall not accept the return of Goods unless they include the original undamaged packaging and are complete. All Goods returned must be returned carriage, duty, and taxes paid to one of the Company's approved service points (a list of which is available from the Company on request) failing which the Company shall be under no obligation to credit, repair or to replace the defective Goods.
9.4 Goods not required by the Customer, wrongly ordered or ordered in error may only be returned to the Company with prior written approval, and the issue of an RMA number. Where Goods are returned under this Condition

9.5 the Company reserves the right to charge a restocking fee of 15% of the total list price of the Goods. Goods must be returned carriage paid to the Company, in original unmarked packaging, complete and unused, and with the RMA number clearly attached to the outside of the packaging in a non-destructive manner.

9.5 The Supplier shall not be liable for breach of warranty under Condition 9.2 in respect of:

9.5.1 goods that have not been paid for by the due date for payment in accordance with Condition 4.1; or
9.5.2 goods which have been altered or repaired by the Customer (or Goods which the Customer has attempted to alter or repair) without the written consent of the Company;
9.5.3 goods damaged by accident, misuse, negligence, wilful act of default or incorrect use of the Goods;
9.5.4 defects arising as a result of the Customer's failure to maintain the Goods in accordance with the manufacturers recommended maintenance procedures.
9.6 Notwithstanding Condition 9.6 the Company shall have the option to provide the Company with equivalent replacement Goods within a reasonable time.
9.7 Where Goods comprise software and/or hardware, the Company warrants to the Customer's original end user only that:
9.7.1 for 90 days from such end user's purchase date that the software portion of the Goods, if used as authorised in accordance with the manufacturer's specifications, will perform in all material respects in accordance with the specification without significant errors that make it unusable;
9.7.2 for 12 months from such end user's purchase date that the hardware portion of the Goods, if used as authorised in accordance with the manufacturer's specifications, will not have significant defects in materials or workmanship that make the Goods unusable; or
9.7.3 the manufacturer's original manufacturer's warranty if different; and
9.7.4 for the avoidance of doubt, the Company makes no warranty or representation that the Goods will meet any end user's specific requirements, that the operation of the Goods will be secure, uninterrupted or error free or that all defects in the Goods will be corrected.
9.8 Subject as expressly provided in these Conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, the Company makes no warranty as to the fitness of the Goods for any particular purpose even if that purpose is stated in the Customer's order. This exclusion includes recommendations or advice from the Company to the Customer relating to a specific enquiry. The Customer must satisfy itself as to the fitness for the purpose for which the Goods are intended.

10. Liability

10.1 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the negligence of the Company.
10.2 Subject to Condition 10.1 and notwithstanding this Condition 10 the Company's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by the Customer for the Goods in respect of one claim or series of claims attributable to the same cause.
10.3 Subject to Condition 10.1, the Company shall not be liable in contract, tort (including limitation negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for any:
10.3.1 loss of revenues, data, profits, contracts, business or anticipated savings; or
10.3.2 loss of goodwill or reputation; or
10.3.3 special, indirect or consequential losses suffered or incurred by that party arising out of or in connection with the provision of any matter under these Terms.
10.4 The Company shall not be liable to the Customer nor be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations, if the delay or failure was by reason of Force Majeure.
10.5 Any claim by the Customer under this Condition 10 shall not entitle the Customer to withhold or delay payment in respect of any other Goods in respect of which no such claim has been made whether or not those Goods form part of the same consignment.

11. Default

11.1 The Customer shall fully and effectively indemnify the Company against the total expense to the Company arising out of the Customer's breach or breaches of these Conditions. Such expense shall include (without limitation) (i) all expenses incurred by the Company in sourcing and/or building the Goods; (ii) all court fees; (iii) all amounts payable to the Customer's professional advisers (payable on an indemnity basis) in pursuing claims against the Customer for breach or breaches of the Conditions and for enforcing any judgement(s) and/or order(s); (iv) and all amounts payable to the Company's insurers and/or debt recovery agents, in each case including anticipated sums payable by the Customer only after payment of any sums from the Customer.

12. Miscellaneous Provisions

12.1 These Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
12.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and any such notice shall be deemed served on the next working day following posting where the recipient's address is in Great Britain. Any notice delivered personally shall be deemed served provided the same occurs on a working day. Any notice sent by electronic mail shall be deemed served 24 hours after being sent to the correct electronic mail address of the addressee provided the same occurs on a working day.
12.3 No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
12.4 English law shall apply to the Contract, and the parties submit to the non-exclusive jurisdiction of the English courts.
12.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
12.6 The Company may assign the contract or any part of it to any person, firm or company.
12.7 The Customer shall not be entitled to assign the contract or any part of it without the prior written consent of the Company.
12.8 The parties to any Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.