

ELECTROSERVICES (MIDLANDS) LTD

"The Calibration House"
Stafford Park 1,
Telford, Shropshire,
TF3 3BD

Tel: +44(0)1952 292 784
Fax: +44(0)1952 204 960
Email: info@electro-services.com
Web: www.electroservices.biz

New Customer Application Form

We would like to welcome you as a new customer to Electroservices
The first Step in setting up your account with Electroservices is to fill in this form

Company Name:
Address:

Tel:
Fax:
Email:

If you are VAT registered:

VAT Registration No.

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If you are a Limited Company:

Company Registration No.

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Please state who is responsible for raising Purchase Orders:

Name:
Position:
Tel:
Email:

Return Deliveries: Please state where all deliveries should go to:

Address:

Who will sign for the goods upon delivery?

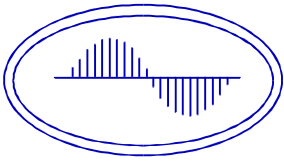
Name:
Position:
Tel:
Email:

Please state the end user for all Calibration Failures and Repair Quotations

Name:
Position:
Tel:
Email:

Please state the contact details for the Sales contact

Name:
Position:
Tel:



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New Customer Application Form

Email:

Invoices: Please state the address for all Invoices to be delivered:

Company Name:
Address:

Who will authorise payment of Invoices?

Name:
Position:
Tel:
Email:

Who is responsible for paying all Invoices?

Name:
Position:
Tel:
Email:

Are you applying for a Credit Account? Yes No

Credit accounts must be settled no later than end of month following invoice date

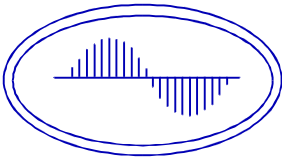
If Not, how will you pay? Cash Cheque Credit Card

Cash accounts must be paid for at or before time of delivery

How did you find out about Electroservices?

Declaration: I agree to the full terms and conditions as detailed on the reverse of this application and confirm that I am authorised to do so.

Name:
Position:
Date:
Signature:



ELECTROSERVICES (MIDLANDS) LTD

Electroservices Terms and Conditions of Sales of Service and Goods

1. Definitions

For the purpose of these Conditions: (a) "Agreement" means the Order and the Supplier's acceptance of the Order; (b) "Goods" means any goods and/or services agreed in the Agreement to be purchased by the Purchaser from the Supplier (including any part or parts of them); (c) "Conditions" means these Terms and Conditions of Sales of Service and Goods; (d) "Order" means the Purchaser's written instruction for the Supplier to supply the Goods, incorporating these Conditions; (e) "Purchaser" means the person, firm or company placing the order; and (f) "Supplier" means Electroservices Enterprises Limited or its relevant group company receiving the order.

2. Supplier's Conditions

The Quote, including these Conditions contains the entire agreement and understanding between the Supplier and Purchaser and merges all prior discussions and negotiations between them. No terms or conditions endorsed upon, delivered with or otherwise contained or stated in the Purchaser's order, or in the Purchaser's acknowledgement or acceptance of the Order shall not be binding on the Supplier if in conflict with or in additions to any of the provisions of the Quote (including but not limited to delivery schedule, price, quantity, specification and terms and conditions) unless expressly agreed to in writing by the Supplier. The Order may not be changed orally.

3. Products and Services

The products and Services are those described in the Purchaser's order, unless, in the event of a discrepancy between Supplier's quotation and the Purchaser's order, Purchaser notifies Supplier in writing of its disagreement, not later than five working days after receipt of Purchaser's order.

4. Delivery

4.1 Any delivery dates Supplier quotes are estimates only and are not intended to be legally binding. Supplier can not guarantee delivery on a specific date.

4.2 The Goods shall be delivered, carriage paid, to the Supplier's place of business.

4.3 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the Order number, date of Order and goods required.

5. Prices

The price of the goods shall be stated in the Supplier's Quote and unless otherwise agreed in writing by the Supplier shall be exclusive of VAT but exclusive any extra charges for completion of said goods. Supplier's invoices will only be issued without domestic VAT where Purchaser either makes available to Supplier their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. Purchaser shall read carefully any further detailed VAT instructions Supplier inserts in the relevant quote, order confirmation or invoice. Supplier has at all times the right to claim full or partial advance payment and/or otherwise claim security for payment. Should Purchaser fail to pay Supplier in a timely manner, Purchaser agrees to reimburse Supplier for Supplier's costs of collecting the amounts due and to pay Supplier interest on any later payment at a rate of 3% above the base rate of Supplier's bank from time to time to accrue until actual payment is made. By the mere fact of non-performance or late performance Purchaser is in default without notice. Supplier may suspend or cancel delivery of any order or instalment in the event that Purchaser exceeds its credit limit with the Supplier.

6. Payment

6.1 The Purchaser shall pay the price of the Goods that are delivered and accepted pursuant to these Conditions within 30 days of invoice issued date.

6.2 The Purchaser reserves the right to set off any amount owing at any time from the Supplier where a valid credit note has been issued by the Supplier.

7. Warranty

Purchaser shall inspect all goods received for damage, defect or shortage promptly after Purchaser receives them and Purchaser will give Supplier written notice within five working days from delivery of any damage, defect or shortage that Purchaser finds or would reasonably be expected to find. In case Purchaser sells the goods, Purchaser is responsible for all damages to the products. Purchaser must give Supplier written notice of any defect within the warranty period of the goods. Unless Supplier informs Purchaser otherwise, the warranty period starts from the date of delivery of the product and/or completion of the services and lasts for twelve months for products (other than consumables) and ninety days from completion date of services. If any products or services do not conform with the Warranty or are otherwise defective, Supplier may at its option, either repair the products, replace the products with same or compatible new or repaired products, re-perform the service or refund the purchase price. This is Purchaser's exclusive remedy for breach of warranty. Supplier is not responsible for conditions or applications over which Supplier has no control. Defects or problems as a result of such conditions or applications are not the responsibility of Supplier. Such conditions include normal wear and tear, catastrophe, fault or negligence of the user or a party other than Supplier, improper installation, application, storage, maintenance or use of the products, or other causes external to products, calibration services performed by third parties or failure to conform to any applicable recommendations of the Supplier. Supplier will not be responsible for labour costs of removal or reinstallation of products. In the case of products repaired or replaced by Supplier the warranty shall terminate at the end of the original warranty period. Purchaser should not return goods until Supplier agrees that Purchaser may do so. Goods that are returned without authorisation will not be repaired or replaced and will be returned to the sender upon Purchaser's expense.

8. Confidentiality

The Purchaser shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, prices or initiatives which are of a confidential nature and have been disclosed to the Purchaser by the Supplier or its agents and any other confidential information concerning the Supplier's business or its products which the Purchaser may obtain and the Purchaser shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Purchaser's obligations to the Supplier and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Purchaser.

9. Changes to Orders

An Order or Quote may only be amended by written agreement between the Purchaser and the Supplier.

10. Supplementary Information

Any specification, drawings, notes, instructions, engineering notices or technical data referred to in the Quote shall be deemed to be incorporated herein by reference as if fully set forth, to the extent that they do not conflict with these Terms and Conditions or the Quote.

11. Governing Law

11.1 This Agreement shall be governed by, construed and interpreted according to English Law and shall be subject to the exclusive jurisdiction of the English courts.

11.2 The parties agree to comply with applicable laws and regulations. The Supplier may suspend goods if Purchaser is in violation of applicable laws or regulations.

12. Termination

12.1 The Purchaser shall have the right at any time and for any reason to terminate the Agreement in whole or in part by giving the Supplier written notice whereupon all work on the Agreement shall be discontinued and the Purchaser shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

12.2 The Purchaser shall have the right at any time by giving notice in writing to the Supplier to terminate the Agreement forthwith if: (a) the Supplier commits a material breach of any of the terms and conditions of the Agreement; or (b) the Purchaser (being an individual) shall commit an act of bankruptcy or a receiving order be made against him or if the Purchaser (being a company) shall enter into an arrangement or composition with its Creditors or go into liquidation whether voluntary or otherwise except for the purpose of amalgamation or reconstruction.

12.3 The termination of the Agreement, however arising, shall be without prejudice to the rights and duties of the Purchaser accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

13. Force Majeure

The Supplier is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including extreme weather conditions, natural catastrophe, warfare, fire, government commission, site or building blockades, transport interruptions, strikes, work-to-rule slowdowns and lockouts, machine breakdown, delay from third parties to supply Supplier, accidents and interruptions of business. In the event of force majeure on the part of Supplier, supplier shall not be liable and its obligations are suspended. If the force majeure lasts longer than ninety days, both parties are authorised to rescind the non-feasible parts of the agreement by a written declaration.

14. Limitation of Liability and Remedies

14.1 In no event will the supplier, its subcontractors or suppliers be liable for claims for downtime costs, loss of data, restoration costs or lost profits nor for any special, incidental indirect or consequential damages regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. The exclusion is independent of any remedy set forth in these Terms.

14.2 The remedies in these Terms are Purchaser's sole and exclusive remedies.

15. General

15.1 The Supplier will store end user Purchaser's personal data in accordance with Supplier's Privacy Policy, available at <http://www.electroservices.biz/main/privacy-terms>. The Supplier will not sell, rent or lease Purchaser's personal data to others.

15.2 If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

15.3 Failure or delay by a party in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.

15.4 Any waiver by a party of any breach of, or any default under, any provision of the Agreement by a party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

15.5 The parties to the Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

15.6 Where a framework agreement/contract between Supplier and a Purchaser exists specifically for the supply of goods &/or services covered by the quote then the details within the framework agreement/contract shall take precedence.