

BUSINESS INFORMATION			
Business name:			
Contact name:			
Phone:	Fax:	E-mail:	
Accounts contact name:			
Phone:	Fax:	E-mail:	
Invoice address:			
Town:	County:	Post Code:	
Date of incorporation:		VAT number:	
Status: Sole/Partner/LTD/PLC/LLP		Company registration number:	
Delivery address (if different from above):			
Town:	County:	Post Code:	
Telephone:	Fax:	Hazardous waste registration number:	
BUSINESS CREDIT INFORMATION			
Bank name:			
Bank address:			
Town:	County:	Post Code:	
Account name:		Acct no.:	Sort Code:
Credit limit requested:		Payment days requested:	
BUSINESS/TRADE REFERENCES			
Company name & contact:			
Address:			
Town:	County:	Post Code:	
Phone:	Fax:	E-mail:	
Company name & contact:			
Address:			
Town:	County:	Post Code:	
Phone:	Fax:	E-mail:	
AGREEMENT			
<p>1. All invoices are to be paid 30 days from end of month (unless agreed otherwise in writing).</p> <p>2. Claims arising from invoices must be made within seven working days.</p> <p>3. By signing and submitting this application, you authorise MEWPS and Cherry Picker Services Ltd (MAC Services Ltd) to make enquiries into the banking and business/trade references that you have supplied.</p> <p>4. By signing and submitting this application, you confirm that you have read and understood the terms and conditions of sale of MEWPS and Cherry Picker Services Ltd (MAC Services Ltd)</p>			
SIGNATORY		OFFICE USE ONLY	
Signature:		Date/Sales code :	
Print name:		Account reference:	
Position held:			
Date:		Credit limit:	Payment days:

1. DEFINITIONS

In these terms and conditions:-

Buyer:	means the person who accepts a quotation of the Seller for the sale of the Goods and/or provision of the Services or whose order for the Goods and/or Services is accepted by the Seller;
Contract:	means the contract for the purchase and sale of the Goods and/or provision of the Services;
Conditions:	means the standard terms and conditions of sale set out in this document;
Goods:	means the goods which the Seller is to supply in accordance with these Conditions;
Seller:	means MEWPS and Cherry Picker Services Ltd (MAC Services Ltd), the details of which are overleaf;
Services:	means any services which the Seller provides to the Buyer (including all of them or any part of them) under a Contract.

2. BASIS OF THE SALE

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods and/or Services in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 2.2 These Conditions can only be varied expressly and by mutual agreement in writing, signed by a Director or other authorised representative of the Seller.

3. ORDERS AND SPECIFICATIONS

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.
- 3.2 Any samples marked as returnable shall be returned to the Seller's works carriage paid within thirty days of the Buyer receiving them or the Buyer will be liable to be charged in full for them.
- 3.3 Unless confirmed by the Seller in writing oral representations do not constitute part of the Contract and liability for them is excluded.
- 3.4 Except when incorporated in the Contract by specific reference all specifications, drawings, particulars of weights, shapes, descriptions and illustrations, price lists, and other advertising matter accompanying the Contract, are intended only to present a general idea of the goods described therein.
- 3.5 Unless otherwise agreed in writing the Seller reserves the right to make changes in the specifications of the Goods and/or provision of the Services to conform to any applicable statutory or EC requirements provided that any differences do not materially affect the quality or performance of the Goods and/or provision of the Services.
- 3.6 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller, and/or if the Services are to be provided by the Seller, in either case in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.7 The quantity, quality and description of and any specification for the Goods and/or Services shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.8 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 3.9 The Seller gives no warranty as to the fitness of the Goods for use in any constructed end product and the Buyer should satisfy itself as to the suitability of the Goods for such use. The Buyer shall indemnify and hold the Seller harmless against any liabilities, costs and expenses arising out of the unsuitability of the Goods for use in any such end products.

4. PRICE

- 4.1 The price of the Goods and the Services shall be the Seller's quoted price.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery or performance, to increase the price of the Goods and/or the Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alternation of duties, significant increase in costs of labour, materials or other cost of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise stated under the terms of any quotation all prices shall include the Seller's charges for transport, packaging and insurance within the United Kingdom.
- 4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.
- 4.5 If, in the Seller's opinion, the Buyer's credit is unsatisfactory or satisfactory security for payment is not given on request, the Seller may require payment of the whole or part of the purchase price in advance and pending such advance payment not being made within a reasonable period stipulated by the Seller, the Seller may cancel the Buyer's order without liability.
- 4.6 The price is exclusive of any costs relating to the recovery and disposal of the product at end of life.

5. PAYMENT

- 5.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods and/or Services on or at any time after delivery of the Goods and/or performance of the Services, unless (i) the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the Goods at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods; or (ii) the Seller has notified the Buyer that it is able to perform the Services but has been unable to do so due to any act or omission on the part of the Buyer in which event the Seller shall be entitled to invoice the Buyer for the Services at any time after the Seller has notified the Buyer that it is able to perform the Services.
- 5.2 The Buyer shall pay the price of the Goods and/or Services in full within thirty days of the date of the invoice and the Seller shall be entitled to recover the price notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer; or that the Services may not have been performed. If payment is not made the Seller shall be entitled without prejudice to any other right to damages or any other remedy:

- to withhold further deliveries of the Goods and/or performance of the Services until payment of such account is made;
- to cancel the Contract in respect of the whole or any part of the Goods remaining undelivered and/or Services not performed;
- to charge interest on overdue amounts at the rate of three per cent per annum above the base rate for the time being of Barclays Bank PLC (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) until payment is made.

6. DELIVERIES AND PERFORMANCE

- 6.1 Where delivery of the Goods and/or performance of the Services are in instalments each delivery or instalment shall be considered a separate transaction and the failure of any one delivery and/or performance shall not affect the performance of the Contract as regards other deliveries and/or performance.
- 6.2 Unless otherwise specified, delivery to, or performance at, the Buyer's principal place of business in the United Kingdom or to a destination specified by the Buyer (within the United Kingdom) is included in the price quoted.
- 6.3 Delivery shall be completed when the vehicle carrying the Goods arrives at the destination specified in the Buyer's order.
- 6.4 On delivery the Goods will then be at the Buyer's risk and the Seller accepts no responsibility nor does the Seller's carrier (if any) for off-loading the Goods from the vehicle.
- 6.5 Carriage is by any method of transport at the Seller's option and is subject to the conditions of carriage agreed with the carrier.
- 6.6 Any dates quoted for delivery of the Goods and/or performance of the Services are approximate and whilst the Seller accepts no liability for exceeding that period given for delivery and/or performance or any agreed extension of it, the Seller shall use its reasonable endeavours to avoid delay.
- 6.7 If the Seller fails to deliver the Goods and/or perform the Services (or any instalment) for any reason other than cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods or services to replace those Goods and/or Services not delivered and/or performed over the price of the Goods and/or Services.

7. EXHIBITIONS

The Buyer may not exhibit Goods supplied by the Seller without first obtaining the Seller's written consent.

8. FORCE MAJEURE

- 8.1 If events beyond the control of either party (including without limitation to the generality of the foregoing words *force majeure*, strikes, lockouts, trade disputes, shortage of raw materials or supplies and Government action) prevent or hinder the manufacture, delivery or acceptance of the Goods and/or performance of the Services, delivery and/or performance may be suspended in whole or in part.
- 8.2 Suspension of delivery and/or performance shall continue so long as manufacture, delivery or acceptance of the Goods and/or performance of the Services is so prevented or hindered, and the original time for delivery and/or performance shall be extended by the period of any such suspension.
- 8.3 If such suspension continues for longer than ninety days in respect of any Goods and/or Services, either party shall have the option to terminate the contract with regard to such Goods and/or Services.
- 8.4 Neither party shall be liable for any loss caused to the other party by such suspension or termination except that where the Seller has incurred expenditure due to the special nature of the Buyer's order, the Seller shall be reimbursed such expenditure.

9. INSTALLATION

- 9.1 The Buyer will provide the Seller with such facilities as are necessary to enable the Seller to properly install the Goods and/or perform the Services.

- 9.2 The installation of the Goods and/or provision of the Services will involve toxic materials and thus such facilities shall include a properly demarcated area, adequate washing facilities and a separate area for eating. Because of the weight of the Goods the Buyer shall provide adequate lifting facilities.

10. LIABILITY

- 10.1 The Seller warrants that the Goods will be free from defects in material and workmanship for a period of twelve months (or such other period as shall be agreed in writing by the Buyer and the Seller) from the date of their initial use or delivery, whichever is the first to expire.
- 10.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval.
- 10.3 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- 10.4 Any Goods and/or Services which within twelve months (or such period as may be agreed in writing by the Buyer and Seller) of despatch from the Seller's works or performance prove not to be of satisfactory quality or which in the case of a sale by description or by sample, prove not to correspond with the description or the sample and which are notified to the Seller and are returned to the Seller within twelve months of despatch will at the Seller's discretion be replaced or repaired free of charge or in the case of Services, performed. The Seller does not undertake to dismantle or reassemble or to bear the cost of dismantling or reassembling anything connected to the Goods.
- 10.5 Except as provided in this Clause and except where the Goods are sold and/or the Services provided to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions and liabilities, expressed or implied and whether statutory or otherwise are excluded to the fullest extent permitted by law.
- 10.6 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Contract except as expressly provided in these Conditions.

11. PACKING

Unless otherwise specified standard packing is included in the quoted price. Should the Buyer's order require nonstandard packing, this will be provided at the Buyer's cost.

12. OWNERSHIP

- 12.1 Ownership of the Goods shall not pass to the Buyer until the Seller receives in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold to the Buyer by the Seller for which payment is then due.
- 12.2 Until such time as ownership of the Goods pass to the Buyer:
- the Buyer shall keep the Goods properly stored, protected and insured and identified as the Seller's property;
 - the Buyer will be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods;
 - the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller, and if the Buyer fails to do so forthwith to enter upon the Buyer's premises or any third party's premises where the Goods are stored and repossess the Goods.
- 12.3 Notwithstanding the provisions of this clause 12, risk of loss or damage to the Goods shall pass to the Buyer in accordance with the terms of clause 6 above.
- 12.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

13. BUYER'S DEFAULT

- 13.1 If at the date specified for delivery of the Goods and/or performance of the Services, the Buyer delays acceptance of the Goods and/or provision of the Services for reasons outside the Seller's control the Goods will be stored by the Seller and the Buyer will be liable to pay reasonable storage charges for the period of delay, plus the cost of any additional handling and transporting incurred.
- 13.2 The Seller further reserves the right to give the Buyer notice in writing to accept delivery of the Goods and/or performance of the Services within the period (not less than thirty days) specified in the notice and to terminate the Contract if delivery and/or performance is not effected within such period. Such termination shall entitle the Seller to dispose of the Goods and to obtain from the Buyer compensation for the loss of profit in addition to any other sums due from the Buyer under these Conditions.

14. TERMINATION

- 14.1 This clause applies if:
- the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or;
 - an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - the Buyer ceases, or threatens to cease, to carry on business; or
 - the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 14.2 If this Clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries of Goods and/or performance of Services under the Contract without any liability to the Buyer, and if the Goods have been delivered and/or Services have been performed but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. GENERAL

- 15.1 The Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group provided that any act or omission of any such other member shall be deemed to be an act or omission by the Seller.
- 15.2 The headings in these conditions are for guidance only and shall not be used in any way in the interpretation of their meanings.
- 15.3 Any notice required or permitted to be given to the other under these Conditions shall be in writing addressed to that other party at its registered office or other principal place of business.
- 15.4 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.
- 15.5 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 15.6 The Seller may at any time assign the benefit or delegate the burden of any or all of its rights and obligations under this Agreement. The Buyer may not assign the benefit or the burden of any of its rights and/or obligations under this Agreement without the prior written consent of the Seller.
- 15.7 The parties to this Agreement 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, with the exception of any franchisor of the Seller which shall be entitled at its option to enforce any terms of the Contract in place of the Seller.

16. LAW

The Contract shall in all respects be construed and governed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

MEWPS and Cherry Picker Services Ltd (MAC Services Ltd) - August 2022



Registered Office :-

Unit 21, Whitestone Business Park
Middlesbrough, TS4 2BN

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Company Registration Number :- 10602598

VAT Reg No :- 266 6845 58