

Puckator Ltd. Lowman Works, East Taphouse, Liskeard, Cornwall. PL14 4NQ, UK
 Company Reg: 3413131 WEE No.: WEE/MM2889AA VAT: 464 9634 10 EORI: 464963410000

CREDIT ACCOUNT APPLICATION FORM

Please complete all fields, sign, and return this form via email or post.

All fields marked with a * are required and must be completed for the account application to be processed.

INVOICE/BILLING NAME & ADDRESS

First Name: *		Last Name: *	
Business Name: *			
Address: *			
Town/City: *			
County:		Postcode: *	
Telephone No: Landline		Mobile: *	
Main Email: *			
Home Address: * If not a LTD company			

COMPANY INFORMATION

Vat No:		Company Reg No:	
Date Established:		Business Type: E.g. Wholesaler, Online	

ACCOUNTS/REMITTANCE INFORMATION

Accounts Contact: *		Telephone No: *	
Accounts Email: *			
Remittance Contact: *			
Remittance Email: *			

TRADE REFERENCES - Please provide 3 references that you already hold a credit account with.

Company Name: *			
Address: *		Postcode: *	
Email: *		Credit Terms:	
Contact Name: *		Telephone No: * Landline	

Company Name: *			
Address: *		Postcode: *	
Email: *		Credit Terms:	
Contact Name: *		Telephone No: * Landline	

Company Name: *			
Address: *		Postcode: *	
Email: *		Credit Terms:	
Contact Name: *		Telephone No: * Landline	

DECLARATION & SIGNATURE

I/we hereby certify that the information contained in this form is complete and accurate.
 By signing this form, I/we confirm I have read and agree to the attached/enclosed terms and conditions.

Signature: * Wet or digital signatures are accepted (NOT typed)		Position: *	
Print Name: *		Date: *	

Terms & Conditions

1. Definition

In these conditions:

1.1 The Supplier means Puckator Ltd, company number 341313, whose registered office is Puckator Ltd. Lowman Works, East Taphouse, Liskeard, Cornwall. PL14 4NQ UK.

1.2 The Customer means the company or person who purchases the Goods from the Supplier.

1.3 The Goods shall have the meaning of the items (or any part of them) set out in the Order

1.4 The Order has the meaning of the Customer's order for the Goods, as set out in the Customer's purchase order form.

1.5 Conditions: the terms and conditions set out in this document.

1.6 Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

1.7 Force Majeure Event: any circumstance beyond a part's reasonable control.

1.8 Interpretation:

1.8.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted.

1.8.2 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.8.3 a reference to writing or written includes emails.

1.8.4 The headings in these conditions are for convenience only and shall not affect their interpretation.

2. Goods.

2.1 The Goods are described in the Supplier's catalogue.

2.2 The Supplier reserves the right to amend the specification of the goods if required by any applicable statutory or regulatory requirements.

3. Exclusivity.

Exclusivity of a product or design can only be given to a Customer if otherwise pre-arranged written consent has been agreed with the Supplier.

4. Delivery and back orders

4.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location").

4.2 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

4.3 Delivery dates are given in good faith but are not guaranteed. Such dates are approximate only and not of any contractual effect and the Supplier shall not incur any liability by reasons of failure to deliver on any particular date or dates. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions.

4.4 The Supplier reserves the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.5 Unless otherwise stated goods on back orders for non-proforma and account, will be sent without being contacted by the buyer. If the buyer wishes to be contacted before the goods are sent they must inform the seller when placing the order.

4.6 Any delivery discrepancy must be notified to the Supplier in writing within 7 days of the delivery.

4.7 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods, less the price of the Goods.

4.8 Any customs charges incurred during delivery to Customers overseas including import tax are to be covered by the Customer. All documentation is correctly supplied on overseas packaging but if any costs are incurred by the Supplier relating to the import of goods, these costs will be passed onto the Customer.

5. Quality

5.1 The Supplier warrants that on delivery the Goods shall:

5.1.1 conform with their description; and

5.1.2 be free from material defects in design, material and workmanship; and

5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and

5.2.3 the Customer returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with clause

5.1 in any of the following events:

5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods;

5.3.3 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;

5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6. Title and Risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until:

6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and

6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 16.5; and

6.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 The Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1 it does so as principal and not as the Supplier's agent; and

6.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 16.5, then, without limiting any other right or remedy the Supplier may have:

6.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

6.5.2 the Supplier may at any time:

6.5.2.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

6.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Prices

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

7.2 The price of the Goods:

7.2.1 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate; and

7.2.2 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

7.3 Unless other prior arrangements have been arranged, all samples dispatched are to be paid for.

8. Terms of Payment.

8.1 The Supplier may invoice the Customer for the Goods on or at any time after dispatch

8.2 Where credit account payment terms have been agreed payment of such invoices shall, unless otherwise specified by the Supplier in writing or provided in these conditions, be made within 30 days of the date of invoice.

8.3 Any extension of credit allowed to the Customer may be changed or withdrawn by the Supplier at any time.

8.4 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.

8.5 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding.

9. Returns Policy.

9.1 If for any reason the Customer is not completely satisfied with their order they may return any or all of the items in their original packaging for a refund within 14 days of delivery subject to the following terms.

9.2 The Customer must inform the Supplier of their intention to return the goods in writing within 7 days of receiving the goods

9.3 The Customer must wait for the Supplier's response by email before returning the goods. The Supplier may correspond with the Customer to discuss the condition of the goods in question.

9.4 The Customer must return the goods to the Supplier by a registered/recorded delivery service (which requires a signature by the recipient).

9.5 If collection of the goods is made by the Supplier, the cost of the return delivery will need to be covered by the Customer unless a prior agreement has been made.

9.6 The Supplier cannot credit or refund returns that they receive in a non-saleable condition, or that have been lost in transit. The Customer must retain its original registered/recorded mail receipt in case the Supplier requires proof of the return in the unlikely event that the Customer's return package does not reach the Supplier.

9.7 All returned products must be in their original product packaging. If the Customer has opened the product packaging, or has damaged the packaging or labelled the products so that it cannot be reused, the Supplier reserves the right to provide the Customer with a partial refund only. Items that come in a display can only be returned as a full display.

9.8 Subject to the above terms, if the Customer is returning goods due to damage in transit, or because the wrong products were delivered, or because the products delivered were materially different from what was described on the website, then the Customer shall be entitled to a refund of the full product price(s) of the returned product(s) and the cost of return delivery will be covered by the Supplier.

10. Sale or Return / Exchange Policy.

Under no circumstances does the Supplier offer a 'sale or return', policy or an exchange policy.

11. Cancellation

11.1 If the Customer wishes to cancel an order, the Customer must inform the Supplier in writing as soon as possible.

11.2 If the Supplier receives an order cancellation instruction before dispatch of the goods, the Customer shall be entitled to a full refund of the total order price.

11.3 If the Supplier receives an order cancellation after dispatch, then the Customer may no longer cancel their order. However, the Customer is entitled to return the goods to the Supplier in accordance with clause 9.

12. Termination

12.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

12.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

12.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business;

12.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

12.1.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract if the Customer becomes subject to any of the events listed in clause 12.1.1 to clause 12.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

12.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

12.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

12.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13. Reservation of goods

No goods are reserved for the Buyer, unless otherwise agreed with the Supplier prior to order/purchase order being placed.

14. Trademarks

"Puckator" is the registered trademark of the Supplier in the UK and/or other countries.

15. Copyright

All design, packaging, text, graphics, the selection and arrangement thereof, and all software compilations, underlying website source code, software (including applets) and all other material are copyright of the Supplier. And it's affiliates, or their content and technology providers. ALL RIGHTS RESERVED.

16. Warranty & Liability

16.1 The Supplier shall not be liable to the Customer for shortages in quantity delivered unless the Customer notifies the Supplier of any claim for short delivery within 7 days of receipt of the goods;

16.2 The Supplier shall not be liable to the Customer for damage to or loss of the goods or any part thereof in transit (where the goods are carried by the Supplier's own transport or by a carrier on behalf of the Supplier) unless the Customer shall notify the Supplier of any such claim within 7 days of receipt of the goods or 14 days of the date of dispatch shown in the Supplier's advice notice whichever shall be earlier.

16.3 Subject to clause 15.5, the Supplier shall not be liable to the Customer for any loss of profit, or any indirect or consequential loss arising or in connection with the Contract.

16.4 The Supplier shall not be liable to the Customer for defects in the goods caused by any act, neglect or default of the Customer or of any third party.

16.5 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

16.4.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

16.4.2 fraud or fraudulent misrepresentation;

16.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979.

16.6 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

17. Force majeure

Neither party shall be in breach of this Contract nor liable for delay or failure in performing any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this Contract by giving 30 days written notice to the affected party.

18. Insolvency & Default

If the Customer enters into a deed of arrangement or become bankrupt or compounds with his creditors or if a receiving order is made against him or if (being a Company) an order is made or a resolution is passed for the winding up of the Customer (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver or administrator is appointed of any of the Customer's assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver administrator or manager or which entitle the Court to make a winding-up order or if the Customer takes or suffers any similar action in consequence of debts or commits any breach of this or any other contract between the Supplier and the Customer, the Supplier may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries.

19. Third Party Rights

No condition warranty or representation whether express or implied is given by the Supplier that the goods will not infringe the rights of any third party when exported to or used or resold in any country outside the United Kingdom. The Customer shall be solely liable for establishing whether goods may lawfully be so exported used or resold and shall indemnify the Supplier against any and all liabilities claims losses and costs arising by reason of any infringement or alleged infringement of third party rights by reason of any such export use or resale.

20. Confidentiality & Data Protection

20.1 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

20.2 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 20.3.

20.3 Each party may disclose the other party's confidential information:

20.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement; and

20.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

21. Governing Law

The Contract and any dispute or claim arising out of or in connection with these Conditions, shall be governed by and construed in accordance with the law of England and Wales.

22. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or its subject matter or formation.

23. Disclaimer & Miscellaneous

23.1 These Conditions alone, to the exclusion of any terms contained in the Customer's documents, shall govern every contract between the Customer and the Supplier. No variation will have any legal effect whatsoever unless agreed in writing and signed by a director of the company.

23.2 The placing of an order with the Supplier shall be deemed as an acceptance of these terms whether each order be oral or in writing and whether signed or not. Any employee of the Customer placing an order with the Supplier will be deemed to have the full authority to place said order.

23.3 The Supplier gives no warranty or guarantee of goods of any kind whatsoever and guarantees whether expressed or implied are hereby excluded. The Supplier undertakes at the requested of the Customer to pursue any reasonable claim against the manufacturer of the goods on behalf of the Customer.

23.4 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver.

23.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid. If such modification is not possible, the relevant provision shall be deemed deleted.

23.6 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or its principal place of business or such other address as that party may have specified in writing.

24. Website Permissions & Terms of Use

24.1 Permission is granted to electronically copy and to print in hard copy portions of any of the Supplier's websites for the sole purpose of placing an order with the Supplier or using as a shopping resource.

24.2 Any use of the above stated or in the copyright section, including reproduction for purposes other than those noted above, modification, distribution, or republication, without the prior written permission of the Supplier is strictly prohibited.

24.3 To the fullest extent permitted at law, the Supplier provides its website and its contents on an "as is" basis and make no (and expressly disclaims all) representations or warranties of any kind, express or implied, with respect to this website or the information, content, materials or products included in this website including, but without limitation to, warranties of merchantability and fitness for a particular purpose. In addition, the Supplier does not represent or warrant that the information accessible via this web site is accurate, complete or current. Price and availability information is subject to change without notice.

24.4 Except as specifically stated on this Website, to the fullest extent permitted at law, neither the Supplier nor any of its affiliates, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this Web site or the information, content, materials or products included on this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. For the avoidance of doubt, the Supplier does not limit its liability for death or personal injury to the extent only that it arises as a result of the negligence of the Supplier, its affiliates, directors, employees or other representatives.