

CREDIT ACCOUNT APPLICATION

Full Company Name:

Invoice Address:

..... Postcode:

Telephone Landline No:

Mobile: E-Mail:

Fax: Website:

Company Reg No: Date Established

VAT No:

Bankers:

Branch Address:

Home Address:

(If not Ltd)

Trade References

1. Name:

Address:

Contact Name: Postcode:

Tel No: Fax No:

2. Name:

Address:

Contact Name: Postcode:

Tel No: Fax No:

3. Name:

Address:

Contact Name: Postcode:

Tel No: Fax No:

I / We have read and agree to the enclosed terms and conditions. (On Reverse)

Signature: Position:

Name Printed: Date:

TERMS AND CONDITIONS

Terms & Conditions of Business

1. Definition

1.1 In these conditions Puckator/Puckator Ltd/the Seller means Puckator Ltd, company number 341313, whose registered office is Puckator Ltd, Lowman Works, East Taphouse, Liskeard, Cornwall, PL14 4NQ, UK.

1.2 The Buyer/customer/purchaser means the company or person so described in the order/purchase order.

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

2. Goods

2.1 Goods shall remain the property of Puckator Ltd until payment in full by the buyer.

3. Exclusivity

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

4. Delivery & Back Orders

4.1 Delivery dates are given in good faith but are not guaranteed. Such dates are approximate only and not of any contractual effect and the seller shall not incur any liability by reasons of failure to deliver on any particular date or dates.

4.2 The seller reserves the right to make delivery by instalments and tender a separate invoice in respect of each instalment.

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

4.4 Any delivery discrepancy must be notified to the seller in writing within 7 days of the delivery.

4.5 Any customs charges incurred during delivery to sellers overseas including import tax to non-EU countries are to be covered by the buyer. All documentation is correctly supplied on overseas packaging but if any costs are incurred by the seller relating to the import of goods, these costs will be passed onto the buyer.

5. Prices

5.1 Unless otherwise specified VAT and any other tax or duties payable by the buyer shall be added to the price.

5.2 Unless other prior arrangements have been arranged all samples despatched are to be paid for.

6. Terms of Payment

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

6.2 Any extension of credit allowed to the buyer may be changed or withdrawn by Puckator Ltd at any time.

7. Returns Policy

7.1 If for any reason you are not completely satisfied with your order you 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.

7.2 You must inform us of your intention to return the goods to us in writing within 7 days of receiving the goods

7.3 You must wait for our response by email before returning the goods. We may correspond with you by to discuss the condition of the goods you wish to return.

7.4 You must return the goods to us by a registered/recorded delivery service (which requires a signature by the recipient).

7.5 If collection of the goods is made by Puckator the cost of the return delivery will need to be covered by the buyer unless a prior agreement has been made.

7.6 We cannot credit or refund returns that we receive in a non-saleable condition, or that have been lost in transit. You must retain your original registered/recorded mail receipt in case we require proof of the return in the unlikely event that your return package does not reach us.

7.7 All returned products must be in their original product packaging. If you have opened the product packaging, or you have damaged the packaging or labeled the products so that it cannot be reused, we reserve the right to provide you with a partial refund only. Items that come in a display can only be returned as a full display.

7.8 Subject to your compliance with the returns section above, if you are returning your goods because they were damaged in transit, or because the wrong products were delivered, or because the products delivered were materially different from what was described on the website when you purchased the products, then you 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 Puckator Ltd.

8. Sale or Return / Exchange Policy

8.1 Under no circumstances does the seller offer a 'sale or return' policy or an exchange policy

9. Cancellation

9.1 If you wish to cancel an order you must inform us in writing as soon as possible.

9.2 If we receive your order cancellation instruction before we have dispatched the goods to you, you shall be entitled to a full refund of the total order price.

9.3 If we receive your order cancellation after we have dispatched your goods to you, then you may no longer cancel your order. However, you are entitled to return the goods to us in accordance with the above returns policy.

10. Reservation of Goods

10.1 No goods are reserved for the seller, unless otherwise agreed with Puckator Ltd prior to order/purchase order being placed.

11. Trademarks

11.1 Puckator is the trademark or registered trademark of Puckator Ltd in the UK and/or other countries.

12. Copyright

12.1 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 Puckator Ltd and its affiliates, or their content and technology providers. ALL RIGHTS RESERVED.

13. Warranty & Liability

13.1 Puckator Ltd shall not be liable to the buyer for shortages in quantity delivered unless the buyer notifies Puckator Ltd of any claim for short delivery within 7 days of receipt of the goods.

13.2 Puckator Ltd shall not be liable to the buyer for damage to or loss of the goods or any part thereof in transit (where the goods are carried by the sellers own transport or by a carrier on behalf of the seller) unless the buyer shall notify the seller of any such claim within 7 days of receipt of the goods or 14 days of the date of dispatch shown in the sellers advice notice whichever shall be earlier.

13.3 The seller shall not be liable to the buyer for defects in the goods caused by any act, neglect or default of the buyer or of any third party.

14. Insolvency & Default

14.1 If the buyer enters into a deed of arrangement or became 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 buyer (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver or administrator is appointed of any of the buyers 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 buyer takes or suffers any similar action in consequence of debts or commits any breach of this or any other contract between the Seller and the Buyer the Seller may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries.

15. Third Party Rights

15.1 No condition warranty or representation whether express or implied is given by the Seller 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 Buyer shall be solely liable for establishing whether goods may lawfully be so exported used or resold and shall indemnify the Seller 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.

16. Confidentiality & Data Protection

16.1 We do not sell, trade or rent any personal information to others. Puckator Ltd is committed to protecting buyer privacy and complies with the data protection laws applicable to the UK.

17. Jurisdiction

17.1 All transactions are undertaken and conducted under the jurisdiction of English Law and any disputes in connection therewith shall be tried in the Courts of England and Wales.

18. Disclaimer & Miscellaneous

18.1 These conditions alone, to the exclusion of any terms contained in the customer's documents, shall govern every contract between the buyer and the seller. No variation will have any legal affect whatsoever unless agreed in writing and signed by a director of the company.

18.2 The placing of an order with Puckator Ltd 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 named seller placing an order with Puckator will be deemed to have the full authority to place said order.

18.3 Puckator Ltd gives no warranty or guarantee of goods of any kind whatsoever and guarantees whether expressed or implied are hereby excluded. Puckator Ltd undertakes at the requested of the buyer to pursue any reasonable claim against the manufacturer of the goods on behalf of the customer.

18.4 Puckator Ltd shall not be liable for any default due to any circumstances beyond the reasonable control of the seller including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-outs, acts of civil or military authorities, fire, flood, earthquake or shortage of supply

19. Website Permissions & Terms of Use

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

19.2 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 Puckator Ltd is strictly prohibited.

19.3 To the fullest extent permitted at law, Puckator Ltd provides this web site 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 web site or the information, content, materials or products included in this site including, without limitation, warranties of merchantability and fitness for a particular purpose. In addition, Puckator Ltd 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.

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