



PCMAC006
Issue 3

Overseas Customer New Account Application Form

CUSTOMER DETAILS			
Company Name:		Contact Name:	
Registered Address:		Position:	
		Tel Number:	
		Fax Number:	
Postcode:		Email Address:	
Country:		Website:	
Incorporation No:		V.A.T. No:	

Signature of Applicant*:		Bought Ledger Contact:	
Name:		Position:	
Position:		Tel Number:	
Date:		Fax Number:	

*We agree to comply with Marl standard terms and Conditions of Sale.

TRADE REFERENCES			
Company Name:		Company Name:	
Registered Address:		Registered Address:	
Postcode:		Postcode:	
Country:		Country:	
Tel Number:		Tel Number:	
Fax Number:		Fax Number:	

BANK REFERENCE			
Bank Name:		Bank Tel Number:	
Bank Address:		Bank Fax Number:	

PAYMENT DETAILS FOR MARL INTERNATIONAL LTD				
			Account Number	Sortcode
Bank Name	HSBC	UK £ Account:	3133 4905	40-45-01
Bank Address	New Market Street, Ulverston, Cumbria, LA12 7LX, England.	US \$ Account:	5804 7315	40-05-15
		Euro Account:	5808 5397	40-05-15
PAYMENT TERMS:	STRICTLY 30 DAYS AFTER DATE OF INVOICE			
BANK TRANSFERS:	CHARGED TO CUSTOMER ACCOUNT			

CREDIT LEVEL ASSESSMENT				
Please answer the following questions which will help us to estimate the level of credit you will require.				
The level of credit will be confirmed once your account has been approved and set-up.				
1) When do you expect to place orders with Marl?		Month:	Year	
2) What is the estimated annual value of product required?				
3) What is the estimated monthly value of product required?				

INTERNAL USE ONLY			
Approval Signature on behalf of Marl International			Comments:
Date			

Conditions of Sale

Marl International Limited

In the following Conditions reference to the Seller means Marl International Limited. Reference to 'goods' shall include all items sold by the Seller.

1. QUOTATIONS AND ACCEPTANCE

(a) Quotations are valid for thirty(30) days unless otherwise stated and represent no obligation until the Seller accepts the Purchaser's order.

(b) In the event of inconsistency between the Seller and the Purchaser's conditions the Seller's shall prevail. No variation of the Seller's conditions shall be binding upon the Seller unless and until the variation has been accepted in writing by a duly authorised person on behalf of the Seller.

(c) Nothing contained in any other document, technical data, literature or catalogue shall be deemed to be incorporated in any contract with the Seller unless expressly incorporated by agreement in writing.

(d) The Seller at its sole discretion will deal with telephone orders provided the Buyer supplies an order reference, has an account with the Seller and such account is up to date. Notwithstanding the lack of a written order acknowledgement from the Seller, orders accepted by telephone shall be subject to these Conditions of Sale and if an order is duplicated as a result of failure to state clearly 'Confirmation of Telephone Order' on the written confirmation the Buyer will accept any duplicated shipment and make payment therefore or incur a cancellation charge as per these Conditions of Sale.

2. DELIVERY

(a) Unless otherwise stated the Seller shall be deemed to have fulfilled its obligation to despatch the goods when the products are ready at its works for inspection and/or despatch.

(b) Any delivery period shall be deemed only to be an estimate. Delivery periods quoted shall commence on the Seller's receipt of order. The Seller shall take all reasonable steps to deliver the goods at the time requested by the Purchaser but the Seller shall not be liable for any loss or damage suffered by the Purchaser as a result of the Seller's failure to deliver the goods in accordance with the contract.

(c) If any order for goods is to be delivered by several instalments each such instalment shall be treated as a separate and identifiable contract and the right of either party there under shall be construed accordingly save only that the Seller may suspend delivery hereof whilst payment is overdue in respect of any previous instalments. In the event of failure by the Purchaser to accept delivery of any instalment that instalment shall be invoiced and storage costs charged to the Purchaser's account, the goods being held at the Purchaser's risk.

3. PRICE

(a) Prices are subject to adjustment at any time before the date of delivery. In the event of any variation in the cost to the Seller of supplying the goods including (without prejudice to the generality of the above) any changes in the cost to the Seller of wages or materials or changes in exchange rates. Prices are also subject to adjustment where the Purchaser requests modification in the goods ordered.

(b) The Seller reserves the right to make an additional charge for packaging and preparation of formal release documentation and Certificate of Conformity for the goods.

(c) Prices do not include VAT unless expressly stated.

4. TITLE AND RISK

(a) Ownership will pass to the Buyer only on receipt by the Seller of the full invoice price of the goods.

(b) The risk in the goods shall pass to the Purchaser on delivery.

5. CARRIAGE

(a) Claims arising out of any damage or loss in transit must be lodged with the Seller and where appropriate with the Carrier within three days of delivery to the Purchaser or within fourteen days of the date of despatch by the Seller if arising out of failure of goods to reach their destination. The return of goods will not be accepted unless the Seller or its representative shall first have had the opportunity of examining them, thereafter goods accepted only after negotiation.

6. TERMS OF PAYMENT

(a) All prices quoted are strictly net and where no other terms of payment have been agreed in writing, payment in respect of any goods shall be due on notification by the Seller that goods are ready for despatch.

(b) Unless otherwise agreed payment shall be due thirty days after date of invoice except where the Seller stipulates 'cash with order' terms. Payment shall not be withheld on account of any cross or counter claim by the Purchaser against the Seller.

(c) The Seller reserves the right to suspend or cancel any unfulfilled contract for the supply of goods where payment for any previous contract remains outstanding after due date of payment or wherein the reasonable opinion of the Seller the Buyer is unlikely to be able or willing to pay his debts as they fall due.

7. DESCRIPTION AND TECHNICAL INFORMATION

(a) The Seller reserves the right to make without notice any modifications, improvements or alterations to goods described in any catalogue or specifications provided goods are not made unsuitable for their intended purpose.

(b) The Seller shall make every effort to ensure the accuracy of technical data, literature and catalogues relating to the goods but the Seller (so far as permitted by law) shall not be liable in contract, tort or otherwise for any damage howsoever arising from any error or omission in such technical data, literature or catalogues.

8. GUARANTEE

(a) Details of any original supplier or manufacturers guarantee or warranty shall be made available by the Seller on request.

(b) Under no circumstances shall the Seller's responsibility to the Buyer under any guarantee or warranty exceed that of any original supply or manufacture towards the Seller.

9. DESIGN, DRAWINGS, TRADEMARKS

(a) All designs or drawings supplied by the Seller in connection with any quotation or contract shall remain the property of the Seller unless otherwise agreed in writing. The supply of goods by the Seller shall not confer any right on the Purchaser to use any of the Seller's trademarks, trade names or designs which shall remain the property of the Seller. The Seller does not warrant that the sale or use of the goods does not infringe any British Patent, Trade Mark, Trade Names or Registered designs.

10. CANCELLATION AND RETURNED GOODS

(a) The Seller shall be entitled to levy a cancellation charge when any order or part thereof, is cancelled more than seven days after receipt of order. This charge will be assessed by the Seller at the time of cancellation, and will not normally exceed 35% of the appropriate invoice value.

(b) All cancellations must be received in writing.

11. INABILITY TO SUPPLY

(a) If the Seller cannot deliver some or all of the goods ordered for reasons beyond its control including any lack of delivery or other instructions from the Purchaser or on account of Act of God, force majeure, riot, fire, strike, traffic disturbance, breakdown of machinery or scarcity of materials, the Seller reserves the right to cancel the order subsequent to its acknowledgement of it, either totally or in part, in which case the Seller shall not be liable for any loss thereby caused to the Purchaser or any other person.

12. LIMITATION AND EXCLUSION

(a) The Seller shall only be liable to the Buyer for loss or damage caused through death or personal injury as a result of the Seller's negligence and in no other circumstances whatsoever, save as aforesaid, the Seller shall not be liable in contract, tort or otherwise for any loss or damage whatsoever or howsoever suffered by the Buyer arising out of or in connection with the supply of goods by the Seller, other than to supply goods conforming to the original agreed specification or at the Seller's option to refund the Buyer any monies already paid in respect of goods.

(b) All implied warranties and conditions whether implied by statute, regulation or by trade custom, common law or otherwise, which may lawfully be excluded, are hereby excluded.

13. ENGLISH LAW

(a) The construction and interpretation of the Conditions of Sale shall be governed by the laws of England and the parties to any contract to which these conditions apply shall submit to the exclusive jurisdiction of the English Courts.