



CUSTOMER ACCOUNT FORM

**DuPont Powder Coatings UK Limited
"THE SELLER"**

CUSTOMER FULL TRADING TITLE "THE BUYER"					
CUSTOMER FULL LEGAL TITLE					
INVOICE STATEMENT ADDRESS					
	TEL:				
FAX:					
CUSTOMER DELIVERY ADDRESS (If different from above)					
	TEL:				
FAX:					
TYPE OF CUSTOMER	Ltd Liability	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Sole
PROPRIETORS NAME/PARTNERS					
EMAIL ADDRESS (Person responsible for receipt of Safety Data Sheet)					
REGISTERED COMPANY NAME					
REGISTERED OFFICE ADDRESS (Companies only)					
	TEL:				
FAX:					

HOW LONG HAS THE APPLICANT BEEN AT THIS ADDRESS	YEARS
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POTENTIAL BUSINESS WITH DUPONT	£	PER MONTH
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YOUR CONTACT NAME: BUYING	
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ANNUAL TURNOVER OF COMPANY	
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YOUR CONTACT NAME: ACCOUNTS	
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CONDITIONS OF SALE:	ALL SALES WILL BE ON THIS OF OUR STANDARD CONDITIONS OF SALE (PRINTED OVERLEAF) WHICH INCLUDE A RETENTION OF TITLE CLAUSE (CLAUSE 23)
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DECLARATION	WE CONFIRM THAT THE ABOVE DETAILS ARE CORRECT AND THAT WE HAVE UNDERSTOOD AND AGREE TO THE CONTENTS OF THE CONDITIONS OF SALE AS ABOVE
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SIGNED FOR AND ON BEHALF OF	
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AUTHORISED SIGNATORY	
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PLEASE PRINT NAME	
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DATE	
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THIS FORM TO BE RETURNED TO:
Credit Controller, DuPont Powder Coatings UK Limited
Whessoe Road, Darlington, Co. Durham DL3 0XH
Tel: (01325) 355371 Fax: (01325) 353542

COMPANY REGISTRATION NO.	
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VAT No.	
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ULTIMATE HOLDING COMPANY	
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TYPE OF BUSINESS (MARKET SECTOR)	
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TRADE REFERENCE 1	
	TEL:
	FAX:

TRADE REFERENCE 2	
	TEL:
	FAX:

BANK DETAILS NAME/ADDRESS/BRANCH	
	TEL:
	FAX:

A/C NUMBER	
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SORT CODE	- -
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HOW LONG HAS THE BUSINESS BEEN ESTABLISHED?	YEARS
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CONDITIONS OF SALE

- These are the terms and conditions governing the sale of Seller's goods. Seller's commitment shall become effective only upon despatch of Seller's written order acknowledgement or invoice, whichever occurs first. No modification of these terms and conditions shall be of any force unless such modification is reduced to writing and signed by the party claimed to be bound thereby, and no modification shall be effected by the acknowledgement or receipt of a purchase order or other forms containing different conditions. In particular, acceptance of Seller's full or partial deliveries, as the case may be, or payment by Buyer, shall constitute acceptance of seller's conditions of sale.
 - Goods which are to be delivered within thirty (30) days from the date of Seller's order acknowledgement or, if none, receipt of Buyer's order, shall be invoiced at the price quoted by seller. Unless otherwise stated, the price of any such goods which are to be delivered more than thirty (30) days after the date of such order acknowledgement may be increased by Seller by written notice to Buyer issued at least ten (10) days prior to the effective date of the increase. Such increase shall be applicable to goods delivered after its effective date unless prior to the said date Buyer shall cancel its order as to the undelivered balance of goods to which the increased price applies. It is understood that Seller shall not exercise the right detailed above where delivery is delayed through its fault.
 - Seller's terms of payment applicable to any order are thirty (30) days from the end of the month of invoicing or such other terms as are specifically quoted to Buyer in writing. Non-compliance with Seller's terms of payment shall constitute default without reminder. In case of default Seller may charge interest from the date upon which the invoice falls due at a rate of 4% above the Barclays Bank Rate in force on the first working day of the month in which the invoice in respect of such interest is raised, or of the month in which payment of the principal sum is made, if earlier. 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 Buyer. Seller's acceptance of a draft or comparable document shall not constitute payment. In the event that Buyer should fail to fulfil the terms of payment quoted in respect of any invoice, or should Seller have indications that Buyer's financial responsibility is inadequate, Seller may in its sole discretion either demand payment of all balances whether due or not/and or cancel all outstanding orders and decline to make further deliveries except upon receipt of cash or satisfactory security. The setting off or withholding of payments by Buyer in respect of any claim shall not be allowed unless expressly agreed by Seller in writing. For the purpose of these conditions payment shall mean the receipt of cleared funds by Seller.
 - Seller reserves the right to make any changes in the specification of the goods which are required to conform with any applicable statutory or EC requirements or, where the goods are to be supplied to Buyer's specification, which do not materially affect their quality or performance.
 - Delivery of the goods shall be made by Seller delivering the goods to a place agreed by Buyer and Seller. Seller shall be under no obligation under S32(2) of the Sale of Goods Act 1979. The goods may be delivered by Seller in advance of the quoted delivery date upon giving reasonable notice to Buyer. Where the goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by Buyer in respect of any one or more instalments shall not enable Buyer to treat the contract as a whole as repudiated.
 - Risk of loss of the goods hereunder shall pass at the point of delivery specified by Seller, or if Buyer wrongfully fails to take delivery of the goods, the time when Seller has tendered delivery of the goods. Incoterms 1990 shall apply to export sales.
 - Seller reserves the right to select the mode of transportation and the carriers to the point of delivery. Buyer shall bear the cost of special transportation arrangements requested by him including the cost of any demurrage incurred as a result of Buyer refusing or delaying acceptance of goods in transit beyond the delivery date indicated by Seller.
 - Seller's weights taken at delivery points shall govern unless proven in error.
 - Seller shall use all reasonable endeavours to meet the terms of delivery which it has quoted but Seller accepts no liability for any failure to deliver the goods within the said period. If Buyer fails to take delivery of the goods or fails to give Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to Seller, Seller may:
 - store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
 - sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to Buyer for the excess over the price under the contract or charge Buyer for any shortfall below the price under the contract.
 - If goods forming any portion of an order are not taken by Buyer in accordance with the terms of delivery originally specified by Seller, the sale thereof may be postponed or cancelled at Seller's option without tender or notice to Buyer. Such postponement or cancellation shall not affect any remaining portion of the order.
 - In the event of inability for any reason to supply the total demands for the goods ordered, Seller may allocate its available supply among any or all purchasers or users (including Seller and its affiliates) or make partial deliveries on such basis as it may deem fair or practical without liability for any failure of performance which may result therefrom.
 - No liability shall result from delay in performance or non-performance, directly or non-directly caused by factors such as but not limited to fire, explosion, accident, flood, labour trouble or shortage, war, act of God or authorised by any government, inability to obtain suitable material, equipment, fuel, power or transportation, or act of God or arising from contingencies, happenings, or causes beyond the control of the party affected. Quantities so affected by such circumstances may be eliminated or postponed by Seller without liability but the rights and duties of each party shall otherwise remain unaffected.
 - Returnable product carriers or containers delivered but not sold hereunder are the property of Seller and at Seller's option Buyer will either return them undamaged freight collect to the destination designated by Seller or make them available at Buyer's premises for collection by or on behalf of Seller in either case within the period specified by Seller. Any deposit made by Buyer on such product carriers or containers shall be forfeited in the event of failure to return them undamaged within the specified period. When no deposit is required Buyer agrees to reimburse Seller for the value as shown on the face of the invoice of any such product carriers or containers damaged or not returned within the specified period. Seller's count and rejection of damaged returnable product carriers and containers shall be accepted as final.
 - Seller warrants that goods sold hereunder shall be equal to Seller's specifications and Buyer assumes all risks and liability for results obtained by the use of the goods covered by this order whether used singly or in combination with other products. Seller accepts no liability in respect of any defect arising from any drawing, design or specification supplied by Buyer in the goods. The warranty stated above is given in respect of goods of first grade quality only and shall not apply to either waste or to goods sold as sub-standard by Seller.
 - Subject as expressly provided in these conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- Except in respect of death or personal injury caused by Seller's negligence, Seller shall not be liable to 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 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 Buyer, and the entire liability of Seller under or in connection with the contract shall not exceed the price of the goods, except as expressly provided in these conditions.
 - Where goods have been processed in any manner by Buyer or any third party after they have been sold, the warranties expressed herein shall be limited to the goods in their unprocessed condition.
 - Obvious deficiencies or damages shall be reported promptly by Buyer. Hidden defects shall be reported to Seller on discovery thereof. Failure to give notice of claim within (30) thirty days from the date of delivery, or the date fixed for delivery or the date of discovery of a hidden defect, as the case may be shall constitute a waiver by Buyer of all claims in respect of the goods. No charges or expenses incidental to any claim shall be allowed unless approved in writing by Seller. Goods the subject of a claim shall not be returned to Seller or otherwise disposed of without Seller's permission. If Seller accepts Buyer's claim, Seller shall have the option of repairing or replacing the defective goods or of granting Buyer an appropriate price reduction.
 - Seller warrants that the goods delivered do not infringe any patent in the country of origin, the United Kingdom or the Republic of Ireland; no further patent warranty is made.
 - Orders are not assignable or transferable by Buyer, in whole or in part, except with the written consent of Seller.
 - Upon request, Seller shall endeavour to furnish such technical advice or assistance as it has available in reference to the use of goods by Buyer. It is expressly understood, however, that all such technical advice or assistance is given without liability and Seller assumes no obligation or liability for the advice or assistance given or results obtained therefrom, all such advice or assistance being given and accepted at Buyer's risk.
 - Goods not paid for in full may not be pledged or assigned to third parties.
 - Until Buyer has paid Seller the full price of the goods and also of any other goods at any time supplied by Seller (together in this clause referred to as "the Goods") and all other sums due or to become due to or liabilities present, future, or contingent of Buyer to Seller and all sums due in any way by Buyer to any holding company or subsidiary company of Seller (or any subsidiary of such holding company) and any agent or distributor of Seller.
 - Buyer shall, however, be entitled to sell the goods in the ordinary course of business on the basis that the proceeds of sale shall be the property of Seller and held on trust for Seller, and in a separate bank account and Buyer agrees to Account to Seller on demand in respect of such proceeds and, is so required, to execute a formal assignment of all claims against the sub-purchaser.
 - Seller reserves the right at any time to terminate Buyer's power of sale by notice to Buyer if Buyer is in default for longer than 7 days in the payment of any sums whatsoever due to Seller for whatever reason or, if Seller has serious doubts as to the solvency of Buyer.
 - Buyer's power of sale shall automatically terminate if Buyer becomes the subject of liquidation, bankruptcy of other insolvency proceedings or a receiver is appointed over any of the assets of the undertaking of Buyer, or if a petition is presented for the appointment of an administrator to Buyer or if Buyer makes any arrangements or composition with creditors or becomes unable to pay its debts within the meaning of Section 123 of the United Kingdom Insolvency Act 1986, or any statutory re-enactment thereof. If Buyer's power of sale is terminated, Buyer shall immediately make the goods available for collection by Seller and Buyer hereby irrevocably authorises Seller to enter upon any premises belonging to Buyer or under its control for the purpose of recovering Goods. If Buyer has already sold the Goods to a third party the price payable on such Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
 - In the event that Seller shall exercise its right hereunder to repossess the Goods:
 - Seller shall have no obligation to account to Buyer for any amount received by it on sale thereof whether in excess of that due by Buyer to Seller or not.
 - If the amount received by Seller on sale of such repossessed Goods shall be less than the amount due by Buyer either in respect thereof or on any other ground whatsoever such repossession shall for the avoidance of doubt not extinguish the liability of Buyer either for any deficiency in the amount received by Seller on such sale or for damages in respect of any loss occasioned by Seller as a result of its exercising its rights hereunder.
 - Buyer shall be liable to Seller in addition to any other amount for which it may be liable, for all costs, charges and expenses (including legal costs) on a full recovery basis occasioned by such exercise by Seller or its said right to repossess.
 - Until Buyer has paid Seller for Goods Buyer shall hold Goods as Seller's fiduciary agent and bailee, and shall keep Goods separate from those of Buyer and third parties, and properly stored, protected and insured and identified as Seller's property.
 - Nothing in this clause shall confer any right on Buyer to return the Goods to or to refuse or delay payment thereof unless otherwise agreed and if any such return is so agreed Buyer shall be liable to Seller for any loss suffered by Seller thereby and the return of the Goods shall not extinguish any claim by Seller in respect thereof.
 - If at any time before delivery of the goods any condition shall exist or arise which shall impede or restrict the free exchange of currency or goods between the United Kingdom and/or the Republic of Ireland and the country of origin of the goods, then delivery of any goods so affected may be suspended during the continuance of any such conditions or the contract may be terminated forthwith by either party.
 - Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified in writing pursuant to this provision to the party giving the notice.
 - No waiver by Seller of any breach of the contract by Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
 - 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.
 - These conditions shall be subject to and shall be construed in accordance with the Laws of England. The Courts of England shall have exclusive jurisdiction over any dispute which may arise hereunder, unless the parties agree otherwise in writing.