

Account Application

Company Name

Type

Limited Company

Partnership

Sole Trader

Co. Reg. No.

Trading Address

Contact Name

Telephone

Fax

Email

Accounts Address

Contact Name

Telephone

Fax

Email

Website

Business Activity
(Tick all that apply)

New Sales

Used Sales

Service

Parts

On-road

Off-road

Scooter

ATV

Payment Terms
(Direct Debit receives
a 2% discount)

Prepayment

14-Day Direct Debit

I am the proprietor/director/company secretary and accept the standard terms and conditions of sale of Larsson UK (dated 01.11.11)

Signed

Print

Date

Larsson UK LTD terms and conditions for the sale of goods (valid from 01.11.2011)

1. Application of Conditions

- 1.1 The Seller (Larsson UK Ltd, a company registered in England under 07578892 and includes all employees and agents of Larsson UK Ltd) shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller.
- 1.2 These Conditions 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, and these terms and conditions are the "Standard Terms and Conditions" referred to in the Sellers invoices and other documents and literature.

2. Basis of Sale

- 2.1 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 2.2 An order placed by the Buyer may not be withdrawn, cancelled or altered once an order confirmation has been sent by the Seller, unless agreed by the Seller
- 2.3 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Cancellation

3. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement of the Seller on the terms that the Buyer shall pay reasonable re-stocking charges.

4. Price

- 4.1 The price of the Goods shall be the price listed by Larsson UK Ltd current at the date of acceptance of the Buyer's order or any such other price as may be agreed in writing by the Seller and the Buyer.
- 4.2 Any settlement discount specified by the Seller in the Contract will be allowed by the Seller to the Buyer in respect of Goods for which payment is received by the Seller on or before the due date and otherwise in accordance with the payment terms set out in these Conditions and provided that no other amounts owing by the Buyer to the Seller are overdue and unpaid.
- 4.3 The price is exclusive of any applicable VAT, taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

5. Payment

- 5.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods on or at any time after collection or despatch of the Goods.
- 5.2 The Buyer shall pay the price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction credit or set off) within 30 days of the date of the Seller's invoice or otherwise in accordance with such credit term as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date. The time for the payment of the price shall be of the essence of the Contract.

6. Delivery

6. Delivery of the Goods shall be made by the Seller delivering the Goods to the place specified in the Buyer's order or when the goods are collected on an EXW (Ex-works) basis.

7. Inspection/Shortage

- 7.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.
- 7.2 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the terms of this clause are not complied with and, in any event will be under no liability if a complaint is not delivered to the Seller within 3 days of delivery detailing the alleged damage or shortage.
- 7.3 Subject to condition 7.2, the Seller shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

8. Risk and Retention of Title

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.
- 8.3 Sub-clause 8.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other Goods supplied by the Seller and the Buyer has repaid all monies owed to the Seller, regardless of how such indebtedness arose.
- 8.4 Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.
- 8.5 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorises the Seller to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Seller retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-clause 8.4.
- 8.6 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if:
 - 8.6.1 the Buyer commits or permits any material breach of his obligations under these Conditions;
 - 8.6.2 the Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;
 - 8.6.3 the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
 - 8.6.4 the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

9. Defective Goods

- 9.1 If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery „condition and contents unknown" the Buyer gives notice of such defect to the Seller within three business days of such delivery, the Seller shall at its option:-
 - 9.1.1 replace the defective Goods within 3 days of receiving the Buyer's notice; or
 - 9.1.2 refund to the Buyer the price for the Goods which are defective; but the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as aforesaid.
- 9.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.
- 9.3 Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants 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.
- 9.4 The Buyer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

10. Buyer's Default

- 10.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
 - 10.1.1 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 10.1.2 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per annum above Barclays Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 10.2 This condition applies if:-
 - 10.2.1 the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
 - 10.2.2 the Buyer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
 - 10.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - 10.2.4 the Buyer ceases, or threatens to cease, to carry on business; or
 - 10.2.5 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.
- 10.3 If Condition 10.2 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 under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. Limitation of Liability

- 11.1 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- 11.2 The Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12. Severability

12. 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 thereby.

13. Jurisdiction

13. The Contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.