



**INVOICE ADDRESS**

Owner/Company:	
Trading Name:	
Street:	
Town:	
County:	
Post Code:	
Tel. No.:	
Mobile No.:	
Fax No.:	
E-mail:	

**DELIVERY ADDRESS IF DIFFERENT**


**PLEASE TICK APPROPRIATE BOX**

Ltd. Co.  Sole Trader  Partnership  Subsidiary  Gov.  Others

**DIRECTORS / HOME ADDRESS FOR ALL SOLE TRADERS & PARTNERSHIPS**

Name:	
Home Address:	
Town:	
County:	
Tel. No.:	

Name:	
Home Address:	
Town:	
County:	
Tel. No.:	

**TRADE REFERENCES**

Name .....	How long traded with .....
Address .....	
.....	Post Code .....
Tel No (inc.std code) .....	Fax No. ....

Name .....	How long traded with .....
Address .....	
.....	Post Code .....
Tel No (inc.std code) .....	Fax No. ....

VAT No.:	
Charity No.	
Company Reg. No.:	
No. of Years Trading:	
Estimate of monthly purchases	£
Premises (Please circle)	Owned / Leased
P/O No Required	Yes/No
Currency (please circle)	Euro / Stg

Customer Account  
Email: \_\_\_\_\_  
Customer Sales  
Email: \_\_\_\_\_

I understand and agree the Terms and Conditions of Sale detailed overleaf and accept that this application may be subject to Credit Check.  Please tick to confirm you accept full terms and conditions.

I am an Authorised Signatory for the above company: .....
Position: ..... Print Name: .....

Witness:
Date Signed:

**OFFICE USE ONLY**

<b>Customer Services</b>	
Order Value:	SIC Code:
Amount Paid:	Region:
Pricing Customer Y / N	Rep:
Group Buying Disc: Y / N	Group:
DAF Form: Y / N	Classification: A / B / C / D
Ship-thru: Y / N	Cust Class: NAT/REG/LOC
Call Day:	Route Code:
Signed: _____	Date: _____

<b>Credit Control</b>	
Credit Check: Y / N	Search Key:
D.U.N.S. No:	Mandate to Bank: Y / N
VAT Check: Y / N	Terms:
DD Mandate Signed: Y / N	Credit Controller:
R.A.:	Bunzl Link Code:
Credit Limit:	CC set up:
A/C Code:	Date:
Signed: _____	Date: _____

# ABBREVIATED STANDARD TERMS AND CONDITIONS – BUNZL MCLAUGHLIN / BUNZL RAFFERTY

## 1. DEFINITIONS AND INTERPRETATION

“Company” means Bunzl UK Limited, trading as Bunzl McLaughlin or Bunzl Rafferty, registered in the UK with company number 2902454 and having its registered office at York House, 45 Seymour Street, London W1H 7JT;

“Customer” means a natural or legal person who enters into a Contract with the Company;

## 2. SUPPLY OF THE GOODS

2.1 The Company shall supply the Goods to the Customer subject to the acceptance of an Order by an authorised representative of the Company in writing.

2.2 No terms and conditions endorsed upon, delivered with, contained or referred to in any document supplied by the Customer to the Company (including in particular any terms and conditions on the Customer's contract or order form) or in any other medium shall be binding on the Company to the extent that such terms and conditions are inconsistent with those contained in these Conditions. The Customer waives any right which it otherwise might have to rely on such terms and conditions.

2.3 All illustrations, drawings, catalogues and descriptive material are of a generally informative nature only and do not form part of any specification or description of Goods except to the extent agreed to in writing by an authorised officer or representative of the Company.

## 3. NON CATALOGUE PRODUCTS MANUFACTURED TO A SPECIFICATION

3.1 The quotation and supply of non catalogue products ordered to Customer specification will be subject to special conditions which supplement these Conditions. Such special conditions must be agreed in writing by both Parties to the Contract in accordance with clause 13.2 of these Conditions.

## 4. PRICE

4.1 The Customer agrees to pay the prices for the Goods stated on the Website or price list applicable on the date of order of the Goods (the “Price”). Any discrepancies must be notified to the Company within 7 days of receipt of invoice.

4.2 Quotations are valid for a period of 30 days only and are only applicable to the type and quantity of Goods stated in the Quotation and shall not apply to any other order or enquiry. The Company reserves the right to amend a Quotation on receiving a Specification from the Customer.

4.3 If applicable, the cost of installation, demonstration and commissioning of machines shall also be deemed excluded from any Quotation, unless otherwise previously agreed in writing.

4.4 The Company reserves the right to establish minimum order levels, as stated on the Website, with any orders under such a value being subject to carriage at cost.

4.5 All Prices shall be exclusive of applicable taxes, duties, charges, fees or other levies including any sales tax, excise duty or other taxes that may be applicable. The Customer shall be liable for all costs or charges in relation to carriage or insurance of the Goods.

4.6 The Customer shall pay the Company for the Goods in full within 30 days of the date of the Company's invoice.

4.7 The Customer shall not make any deduction or withholding from the total amount payable and shall not be entitled to assert any credit, set-off or counterclaim against the Company.

4.8 The Company may at any time, without prejudice to any other right or remedy, set-off any amount owing to the Company by the Customer against any amount payable by the Company to the Customer. Payment will be by direct debit to the Company's bank account unless otherwise agreed in advance by the Company in writing.

4.9 If payment is not received by the Company within 30 days of the corresponding invoice, the Company reserves the right, without prejudice to any other rights it may have, to charge the Customer interest. Such interest will be calculated at the European Central Bank base rate plus 2% per month calculated on a daily basis from the due date until the outstanding amount is paid in full.

## 5 RISK

5.1. Risk of damage to or loss of Goods shall pass to the Customer:-

(a) at time of delivery of such Goods or, if the Customer wrongfully fails to take delivery of such Goods, at the time when the Company has tendered delivery of such Goods; or  
(b) when the Goods are loaded on to the vehicles of the Customer or of his carrier or agent.

## 7 WARRANTIES AND LIABILITY

7.1 The Company warrants to the Customer that any Goods will, on delivery, conform in all material respects with their specification and will be free from material defects in material and workmanship.

7.2 The foregoing warranty is given by the Company subject to the following conditions:-

(a) the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;

(b) the Company shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), or from mis-use or alteration or repair of the Goods without the Company's approval;

(c) the Company shall be under no liability in respect of such warranty (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date; and  
(d) the foregoing warranty does not extend to parts, materials or equipment not supplied by the Company in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer thereof to the Company.

7.3 Delivery times are estimates only and the Company shall not be liable for any Losses arising from any failure or delay in delivery of the Goods to the Customer and the Customer may not reject delivery of Goods or terminate a Contract in cases of delay.

7.4 In the event of the Customer's failing to accept delivery of the Goods on the date stipulated for delivery, the Company shall be at liberty to impose an additional charge for handling and storage of the Goods until such time as delivery is accepted.

7.5 The Customer shall indemnify the Company for any unusual or abnormal delivery costs incurred by the Company including (without prejudice to the generality of the foregoing) costs incurred due to delivery of the Goods having to be effected outside normal working hours, or in part loads.

7.6 The Customer must inspect and inform the Company of any defect in the quality or condition of the Goods, any shortages in respect of the relevant Order or their failure to correspond with any Specification within 7 Business Days from their date of delivery (or in respect of latent defects, within 3 Business Days of the latent defect becoming apparent). The Company shall be given full opportunity to inspect such defective Goods. The Customer shall on delivery of the Goods record on the Carrier's Delivery Sheet the details of any visible damage allegedly sustained by the Goods in transit. The Company shall not consider any claims made by the Customer in respect of any alleged damage, shortage, or missing consignment or part of consignment, unless the preceding provisions as to recording and notification have been observed.

7.7 Where the Company accepts a claim by the Customer that there is a defect or inadequacy in the Goods (or any part of them) in accordance with these Conditions and that defect or inadequacy is due to the negligence of the Company, the Company shall be entitled to replace the Goods (or the part in question) free of charge or refund the Price (or a pro rata amount thereof, depending on the extent to which the Goods are affected) but the Company shall have no further liability to the Customer, provided that, if the Company so requests, the Customer shall return the Goods (or part of the Goods which is defective) to the Company.

7.8 Without prejudice to clause 7.7, the Company's total liability whether in tort, in contract, at law, in equity, pursuant to any statutory provision, or otherwise howsoever, (whether caused by the negligence of the Company, its servants or agents or otherwise) in connection with the Company's performance, non-performance, partial performance or contemplated performance of its obligations under a Contract, shall be limited to the Price paid by the Customer for the Goods sold and supplied under a Contract.

7.9 Clause 7.8 shall not apply to fraudulent misrepresentation or death or personal injury caused by the Company's negligence.

7.10 The Company shall not be liable to the Customer or be deemed to be in breach of a Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations under these Conditions, if the delay or failure was due to an event of Force Majeure.

7.11 In any event, the Company shall not in any way be liable to the Customer for any Losses which arise out of or in connection with the Contract.

7.12 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## 8. RETURNS

8.1 Goods supplied by the Company to the Customer subsequent to an Order therefore shall not be returnable by the Customer to the Company without the Company's written consent. Goods that are non-stock items for the Company will not be accepted for return.

8.2 An application for consent to such return will be considered by the Company only if such application is received within 30 days of date of invoice, such application to be in writing, to state the date and number of the invoice based on which such Goods were supplied and delivered together with a full written explanation of the reasons for the return so requested.

8.3 In the event of the Company's consenting to such return, the Customer's account will be credited at invoice price less a handling charge of at least a minimum value of 15%, such charge (as the Customer hereby acknowledges) representing a genuine pre-estimate of the cost to the Company of accepting such return.

8.4 Old electrical and electronic equipment may be disposed of by prior arrangement in compliance with WEEE regulations. Full details of the Company's WEEE compliance policy are available on the Company's website.

## 10. TERMINATION

10.1 These Conditions shall remain in effect until otherwise notified by the Company to the Customer.

10.2 Either party may (without limiting any other remedy) at any time terminate a Contract by giving written notice to the other party if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other ceases to do business, goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters into examination, administration, or suffers any other similar event under the laws of any jurisdiction.

10.3 In the event of any termination of a Contract, all amounts payable by the Customer hereunder shall become due and payable.

## 11. TITLE

11.1 Until such time as title in the Goods passes to the Customer under clause 11.2, the legal and beneficial title in the Goods vests in the Company and the Customer shall: (a) hold the Goods on a fiduciary basis as the Company's bailee; (b) keep the Goods separate from those of the Customer and of any third parties in such a way that they remain readily identifiable as the Company's property and the Customer grants a right of entry to the Customer's premises to verify that the Customer has discharged this obligation; (c) maintain the Goods in a satisfactory condition properly stored and protected and keep them insured on the Company's behalf with a reputable insurance company for their full price against “all risks” to the reasonable satisfaction of the Company (and on request the Customer shall produce the policy of insurance to the Company); and (d) to the fullest extent permitted by law, hold all proceeds of any claim made upon an insurance policy as referred to in point (c) above on trust for the Company. Notwithstanding the foregoing, the Customer shall be entitled to resell or use the Goods in the ordinary course of its business provided the proceeds of any such sale shall be held by the Customer for the account of the Company, to be applied first in payment of all sums due from the Customer to the Company.

11.2 Title to the Goods shall not pass to the Customer until the Company has received payment of all sums due by the Customer to the Company on any account in full in cash or cleared funds.

11.3 The Customer's right to possession of the Goods, (and any right it has to sell or use the Goods) shall terminate immediately and the price of any Goods which have not been paid for in full shall become immediately due and payable where the Customer is:

(a) in default of the terms of payment for the Goods;

(b) fails to observe or perform any of its obligations under these Conditions; or

(c) if the Customer ceases to do business, goes into liquidation, commits an act of or files for bankruptcy, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters into examination, administration, or suffers any other similar event (or the Company reasonably believes that any such event is about to occur).

11.4 In the event that the Customer's right of possession ceases in accordance with clause 11.3, the Company shall be entitled to require the Customer to deliver up the Goods to the Company immediately and, if the Customer fails to do so, the Customer hereby grants to the Company (and its agents and employees) an irrevocable licence at any time to enter the place of storage of the Goods with such transport as may be necessary for the purpose of repossessing the Goods, and to repossess the Goods.

11.5 The Customer shall not encumber, pledge or charge by way of security any Goods where legal title remains vested in the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other remedy of the Company) immediately become due and payable.

11.6 If the Customer shall sell or use, or otherwise dispose of the Goods or make any insurance claim in respect of the Goods prior to acquiring Title to the Goods, the Customer shall do so as principal and not as agent of the Company and the Company shall not incur any liability arising out of or in connection with any such sale, use, disposal or insurance claim by the Customer.

11.7 Any Goods repossessed by the Company under the Contract may be resold by the Company at its sole discretion and the Customer shall remain liable to the Company for: (a) the difference (if any) between the net proceeds of such resale and all outstanding sums due from the Customer to the Company and (b) all costs and expenses incurred by the Company in repossessing, storing, reselling or otherwise dealing with the Goods.

11.8 On termination of a Contract, the Company's rights contained in this clause 11 shall remain in full force and effect.