APPLICATION TO OPEN A

CREDIT ACCOUNT WITH

ALPHABOND TECHNOLOGIES LTD

Alphabond Technologies Ltd, Oakland House, Gadbrook Business Centre
NORTHWICH CW9 7TN

Telephone: 0845 521 2057

Email: creditcontrol@alphabond.com

Company No. 09325731

QUALITY ASSURED COMPANY TO ISO 9001:2008

Full Trading Title: .....

Registered Address: .....

.....

Post Code: ..... Company Registration No:* .....

Telephone No: ..... Fax No: .....

Trading Address: .....

..... Post Code: .....

Telephone No: ..... Fax No: .....

Contacts: Accounts: ..... Fax No: .....

Email address for Invoices: ..... Telephone No: .....

Our anticipated monthly turnover with Alphabond Technologies Ltd **will be £**.....

Bank and Trade references of unrelated suppliers, as follows:

Bank: ..... Address: .....

.....

Account No: ..... Sort Code: .....

Trade Reference (1) .....

.....

Post Code: ..... Telephone: .....

Trade Reference (2) .....

.....

Post Code: ..... Telephone: .....

I AGREE TO COMPLY WITH ALPHABOND TECHNOLOGIES LTD CONDITIONS OF SALE AS ON BACK PAGE, AND AS SHOWN ON INVOICES

Signature: ..... Name: .....

Position: ..... Date: .....

For and on behalf of: .....

* If not a Limited Company, full name and private addresses of sole trader, or full names and addresses of Partners:

....

....

....

....

To be completed in the case of Limited Companies:

Guarantees relating to the supply of goods:

To: Alphabond Technologies Ltd

In consideration of you having at my request agreed to supply …… Ltd ("the buyer") with goods for trade and business, I now agree with you as follows:

1. **Extent of surety's liability**
I will guarantee and be answerable to you for the due payment by the Buyer for all such goods as mentioned above as you may from time to time at its request supply to the Buyer notwithstanding that I shall not have notice of any neglect or omission on its part to pay for such goods according to the terms agreed on between you and the Buyer.

2. Undertaking to apply to whole debt
This agreement shall be a continuing guarantee to you for the whole debt that shall be contracted by the Buyer with you in respect of goods to be supplied to it and for the avoidance of doubt shall be treated as security for the whole debt.

3. Sums received to be treated as payment in gross
All dividends compositions and payments received by you from the Buyer or from its estate whether in insolvency or otherwise shall be taken and applied by you as payment without there being any deduction in respect of any claim arising under this guarantee and my right to be subrogated to you in respect of such dividends or payments shall not arise until you have received the full amount of all its claims against it.

4. Authority to refuse further credit and to grant indulgence
You may at any time or times in your absolute discretion and without giving any notice whatsoever to me refuse further credit or supplies to the Buyer and grant to it or to any drawers acceptors or endorsers of bills of exchange promissory notes or other securities received by you from you or on which it may be liable to the Buyer at any time or other indulgence and compound with it or them respectively without discharging or impairing my liability under this guarantee.

5. Guarantee to be enforceable through securities outstanding
This guarantee shall be enforceable against me notwithstanding that any negotiable or other securities referred to in this document or to which it shall extend or be applicable shall at the time of proceedings being taken against me on this guarantee be outstanding or in circulation.

6. Waiver of inconsistent rights
In order to give effect to this guarantee I declare that you shall be at liberty to act as though I were a principal debtor and I now waive all and any of my rights as surety which may at any time be inconsistent with any of the above provisions.

7. Revocation
This guarantee shall be revocable at any time as to future transactions by one months notice in writing given to you or its duly authorised agent by me in case of my death by any executor or personal representative.

I have read and understood the whole of this guarantee

Dated: .....

Directors Name: .....

Directors Signature: .....

Directors Home Address: .....

.....

.....

Alphabond®
ADHESIVE TECHNOLOGIES

CONDITIONS OF SALE

1. DEFINITIONS

Buyer: Any person, firm or company who purchases the Goods from the company and whose purchase order has been accepted by the Company.
Company: Alphabond Technologies Ltd bearing Company Number 09325731 or any associated or subsidiary company or partnership or agent authorised by them.
Contract: a contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
Delivery Point: the delivery location agreed between the Company and the Buyer.
Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

2. INTERPRETATION

The definitions and rules of interpretation in this condition apply in these conditions.
A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. Words in the singular include the plural and in the plural include the singular. A reference to one gender includes a reference to the other gender. Condition headings do not affect the interpretation of these conditions.

3. APPLICATION OF TERMS

3.1 Subject to any variation under condition 3.3.3 the Contract shall be on these conditions together with any conditions specified by the Company on the Company's quotations to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
3.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
3.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
3.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
3.5 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

4. DESCRIPTION

4.1 The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.
4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them.

5. DELIVERY

5.1 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice or otherwise. If no dates are so specified, delivery shall be within a reasonable time.
5.2 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract.
5.3 Where the Goods delivered are damaged or their quantum does not conform with the sale description the Buyer shall intimate this fact by a written notice to the Carrier and the Company within a period of two (2) days from the date of delivery.
5.4 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence); the Goods shall be deemed to have been delivered and payment due in full; and the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage, redelivery and insurance).
5.5 The Company may deliver the Goods by separate instalments. Each separate instalment may be delivered and invoiced separately and paid for in accordance with the provisions of the Contract.
5.6 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
5.7 Postponement of delivery is possible upon an official representation being made to the Company regarding this but it is clarified that the Company is not bound to comply with this request and such request, subsequent its acceptance by the Company, is subject to additional costs/charges as discussed between the Company and the Buyer.
5.8 If the Buyer purports to cancel the Contract once the Goods have been despatched or refuses to accept delivery of the Goods, the Buyer shall be liable for the full price payable under the Contract.

6 NON-DELIVERY

6.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
6.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company and to the Carrier of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.
6.3 Any liability of the Company for non-delivery of the Goods shall be limited to either replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such at the absolute discretion of the Company.
6.4 Where the Buyer has refused or failed to accept delivery of the Goods the Company may re-sell the Goods without any prior notice of re-sale to the Buyer however the Buyer shall be liable to the Company to pay for the loss and any consequential damages suffered by the Company which was occasioned by such refusal or failure to accept the Goods.
6.5 If the Goods are delivered to the Buyer but the Buyer decides they do not want them the Company may without prejudice to any other remedies it may have in law and without obligation so to do allow the Buyer to return the Goods and will issue a credit note at the contract rate against the invoice raised for the Goods less 20% for administration costs.
6.6 Any credit note will only be issued once the Goods have been returned at the Buyer's expense to the Company's place of business in the same condition as they were on delivery, with the Company's original Goods note number clearly marked by the Buyer with the authority of the Company

.

7 RISK/TITLE

7.1 The Goods are at the risk of the Buyer from the time of delivery.
7.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to the Company from the Buyer on any account.
7.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Company's bailee; store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
7.4 The Buyer may resell the Goods before ownership has passed to it solely on providing any sale shall be effected in the ordinary course of the Buyer's business at full market value; and any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
7.5 The Buyer's right to possession of the Goods shall terminate immediately if the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or (being a body corporate) enters into liquidation (whether voluntary or compulsory) or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a 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; or the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or the Buyer encumbers or in any way charges any of the Goods.
7.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
7.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
7.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
7.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 7 shall remain in effect.

8 PRICE

8.1 Any prices or sums stated by the Company to the Buyer in the Quotation are valid for the time period specified in the Quotation itself.
8.2 Unless otherwise agreed by the Company in writing, the price for the Goods and any samples supplied to the Buyer shall be the price set out in the Company's written quotation which is valid on the date of delivery or deemed delivery or if the written quotation has elapsed such other price as the Company shall from time to time determine.
8.3 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, delivery carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.
8.4 In addition to 8.3 above, for goods delivered outside of the UK, any import tax applicable to the destination country shall be payable by the customer.

9 PAYMENT

9.1 Subject to condition 9.4, payment of the price for the Goods is due in pounds sterling within 30 days of the end of the month of delivery unless otherwise agreed in writing by the Company.
9.2 Time for payment shall be of the essence.
9.3 No payment shall be deemed to have been received until the Company has received cleared funds.
9.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
9.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise and the Company reserves the right to claim security for payment before delivering any Goods to the Buyer.
9.6 The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
9.7 If the Buyer is a limited liability company or a limited liability partnership the Company reserves the right to make the performance of the Company's obligations under the contract conditional upon receiving a director's or member's personal guarantee for any sums due under any contract for the sale of Goods.

10 ACCELERATION

10.1 If the Buyer is in default with a payment or any part payment due under any Contract with the Company for more than 7 days, the Company shall be entitled to accelerate the settlement of the entire residual contract price for any contracts made between the Company and the Buyer for immediate payment, notwithstanding any other terms for payment the Buyer may have previously agreed with the Company.
10.2 The entire residual contract price for all contracts between the Company and the Buyer shall immediately fall due for payment if the Buyer's financial soundness deteriorates as determined by the Company and or on the occurrence of any of the events listed in clause 7.5.
10.3 Where clause 10.1 applies to a contract, the Company will immediately be entitled to withdraw from any Contract.

11 QUALITY

11.1 The Company warrants that Goods at the time of delivery shall correspond with the technical specifications of the Goods. These technical specifications are available from the Company in the form of a Certificate of Analysis or a Certificate of Conformity made available upon a request made by the Buyer to the Company and in the event the Goods do not correspond with such specifications at the time of delivery or subsequent to it, the Company shall either remove the defects, replace the Goods or issue a full refund of the invoiced amount provided the Buyer exercises his right of inspection at the time of delivery or within a reasonable time and in any case not later than thirty (30) business days from the date of delivery and intimates within the aforementioned period by a written notice to the Company of the same and furthermore affords the Company reasonable opportunity to inspect such Goods.
11.2 It is clarified that due to varied applications for which the Goods may be used, the Company expressly excludes all conditions and warranties, express or implied pertaining to suitability or fitness of the Goods for use in any particular application. The liability of the Company is only limited to the fact that the Goods shall conform with the Certificate of Analysis or Certificate of Conformity which is made available upon a request made by the Buyer to the Company.
11.3 The onus of inspection of the Goods to ensure that they remain fit for purpose and that they conform to the specifications mentioned in the Certificate of Analysis or Certificate of Conformity lies entirely upon the Buyer which the Buyer shall endeavour to accomplish at the time of delivery of Goods or within a reasonable time and in any case not later than thirty (30) business days from the date of delivery of Goods.
11.4 No liability causing loss or damage shall be accepted by the Company which arises from any failure of the Buyer to comply with the directions/recommendations of storage of the Goods or of any other incorrect and inappropriate usage of the Goods as specified in the Certificate of Analysis or Certificate of Conformity and in the Safety Data Sheet.
11.5 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company where possible.
11.6 To the extent permitted by law the Company gives no warranty that the Goods are fit for any particular purpose.
11.7 The Company shall not be liable for any loss or damage suffered by the Buyer resulting from either the Buyer complying with or failing to comply with any user instructions marked on the Goods, or instructions, data or other information set out on any data sheet, material safety sheet or any other user instruction sheet in respect of the Goods.

12 LIMITATION OF LIABILITY

12.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of any breach of these conditions; any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
12.3 Implications made by virtue of Section 14 of the Sale of Goods Act of 1979 are excluded from the contract to the extent which is permissible by law.
12.4 Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence; or under section 2(3), Consumer Protection Act 1987; or for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation.
12.5 Subject to condition 12.2 and condition 12.3 the Company'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 the Company 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.
12.6 The Company reserves the right in its absolute discretion (irrespective of whether the Buyer has entered into any form of resale agreement with a third party) to terminate the Contract without notice and or refuse, limit or revoke the amount of any credit facilities provided to the Buyer without prejudice to the rights of the Company for any antecedent breach of the Contract by the Buyer. The Company shall not be liable for any loss or damage unless written notification is given to the Company by the Buyer within 3 days of delivery.
12.7 Without prejudice to any other terms of this clause 9 the Company shall not be liable for any loss or damage suffered by the Buyer as a result or either the assistance made to it by the Company or the Buyer's failure Buyer to avail itself of any assistance offered to it by the Company for the purpose of testing the suitability of the Goods for any particular purpose.

13 ASSIGNMENT

13.1 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
13.2 The Buyer may not at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without prior written consent of the Company.

14 FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of any part of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, laws or actions of governments or public authorities, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic or other civil emergency situation (including Covid-19), lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. For the avoidance of doubt governmental actions shall include all direct and indirect consequences of the withdrawal of the United Kingdom from the European Union.

15 GENERAL

15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
15.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
15.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be effective unless the Company has expressed in writing that such breach or default is waived and this shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
15.5 The contents of this contract and any communication between the Company and the Buyer are to be treated as confidential in nature and should in no case be disclosed to any third party or stranger to the contract without prior written consent of both parties to this contract.
15.6 Nothing in this contract shall be deemed to confer upon the Buyer the right to use trade mark of the Company or infringe any patent or copyright and the Buyer consents to indemnify and keep indemnified the Company against all or any such claims and against all costs, damages and expenses incurred by or recovered against the Company in respect of any such claims.
15.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
15.8 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

16 COMMUNICATIONS

All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post to the last known address of the respective party as set out on that party's correspondence. Communications shall be deemed to have been received if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or if delivered by hand, on the day of delivery.

Last Amended 19 August 2022