

## CREDIT APPLICATION

**Company Name:**

**Company Invoice Address:**

**Company Delivery Address:**  
(please insert N/A if same as above)

**Sales Contact:**

**Accounts Contact:**

**Sales Phone No:**

**Accounts Phone:**

**Sales Email:**

**Accounts Email:**

**Invoice Email:**

**Statement Email:**

**Constitution**      A) Sole Trader      B) Partnership      C) Limited Company

If sole trader or in a Partnership, please state full names and addresses of all partners:

**If Limited Company please state:**      Registered Number

**Address of Registered Office:**

**Amount of Credit Required:**

**Trade Reference (1)**  
Name and Address:

**Trade Reference (2)**  
Name and Address:

**VAT Number:**

**Bank Details**  
Name and Address:

**Account Number:**      **Sort Code:**

### AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice.
2. By submitting this application, you certify that the information given above is correct and request the credit facilities stated.
3. You accept and understand the terms and conditions of sale as stated by Hinchliffe Hydraulics Ltd.

### SIGNATURE

Title:

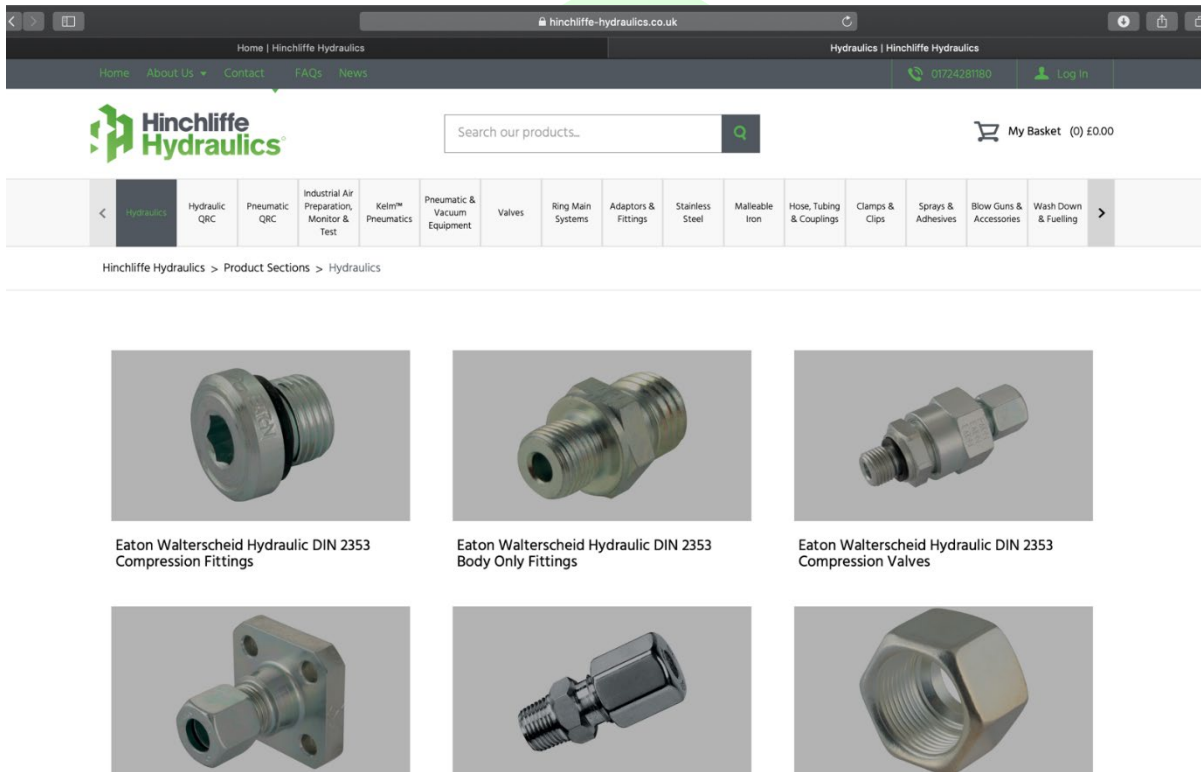
Date:

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**HINCHIFFE HYDRAULICS LIMITED - TERMS AND CONDITIONS OF SALE**

**1. Definition**  
 "Company" means Hinchiffe Hydraulics Limited having its principal place of business at East Common Lane, Scunthorpe DN16 1AZ.  
 "Customer" means any person, body of persons, firm or company (acting in its own right or through any employee or agent) with whom the company enters into a contract for the provision of Services or sale of goods by the company.  
 "Contract" means any such contract.  
 "Goods" means any pump, machine, engine, hose assembly, item of equipment or other product to be supplied or sold to the customer by the company, either independently or as part of the services.  
 "Services" means any of the services undertaken by the company to be provided to the customer by the company under the contract.  
 "Site" means the place where the goods are to be delivered or the services performed.

**2. These Terms and Conditions to Prevail**  
**2.1** All contracts between the company and the customer, whether made orally or in writing, are subject to these terms and conditions which shall be deemed to be incorporated into any contract or transaction between the company and all or any of its customers.  
**2.2** These terms and conditions shall supersede all prior understandings, and shall constitute the whole agreement, between the company and the customer and shall not be modified or varied unless specifically accepted by the company in writing.  
**2.3** In the event of any conflict between these terms and conditions and any other terms and conditions, whether express or implied, incorporated or referred to in any communication from the customer then these terms and conditions shall prevail and the customer's terms and conditions shall be excluded in whole from the contract.

**3. Quotations and Acceptance of Order**  
**3.1** A quotation by the company does not constitute an offer and the company reserves the right to withdraw or revise a quotation at any time prior to the company's acceptance of the customer's order. Unless otherwise stated all prices quoted shall be deemed to be withdrawn 30 days after the date of quotation.  
**3.2** The company's acceptance of the customer's order (including telephone orders) shall be effective, and the contract shall be deemed to come into existence, only where such acceptance is made on the company's headed note paper, duly countersigned by a director of the company, or where the company commences performance of the services or production of the goods for the customer.

**3.3** No cancellation or variation of order by the Customer shall be accepted unless approved in writing by a Director of the company and on such terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Company as a result of such cancellation or variation.

**4. Specification**  
**4.1** The description and illustrations of the Goods and services given to the customer, or contained in catalogues, brochures, price list and other advertising materials, are intended to present a general idea of the Goods and Services only and shall not form part of the contract.  
**4.2** The Company shall not be liable for any variations in any specification or description of the Goods or Services which do not materially affect the operation of the Goods or the performance of the Services. The company shall further not be liable for the substitution of any materials or component parts of a quality equivalent or superior to that originally specified and the company reserves the right to make any changes in the specification which are required to conform with any applicable safety or other statutory requirements.  
**4.3** The company's employees or agents are not authorised to make any representations, warranties or undertakings concerning the Goods or Services unless confirmed in writing by the company and, in writing into the contract, the customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations, warranties or undertakings which are not so confirmed.

**5. Prices**  
**5.1** All prices shall be calculated and paid in sterling.  
**5.2** All prices are quoted exclusive of VAT or other relevant taxes.  
**5.3** All rates, prices and discounts quoted to the customer or published in any catalogues, lists and other documents are subject to variation at any time prior to acceptance of the customer's order by the company. If (1) no rate or prices is quoted or published at the time of acceptance of the order by the company, or if (2) delivery of the Goods or performance of the Services is to take place at the request of the customer more than 30 days after the date of the order by the company, the price shall be that ruling at the date of delivery or performance, as determined solely by the company.  
**5.4** The company reserves the right, by giving notice to the customer at any time before delivery or performance (or during delivery or performance where the contract is being performed in stages or over a period of time), to increase the prices of the Goods or services to reflect any increase in the cost to the company of the production or control of the material (such as without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, material or other costs of manufacture), any change in delivery or performance dates, quantities or specifications for the Goods or Services which is requested by the customer, or any delay caused by any instructions of the customer or failure of the customer to give the company adequate information or instructions.  
**5.5** Unless otherwise agreed in writing by the company, all prices are given by the company on an ex work basis, and where the company agrees to deliver the Goods or perform the Services otherwise than at the Company's premises, the customer shall be liable to pay the Company's charges for transport, packaging, insurance, labour, overtime (where incurred at the request of the Customer), travel and accommodation.

**6. Customers Responsibilities and Warranty**  
**6.1** The Customer shall be responsible for preparing or making good the Site for the installation of the Goods or performance of the Services. If this is not done, the Company shall be entitled to charge the Customer for the time the Company spends in so preparing or making good the Site.  
**6.2** The Customer shall provide, at no cost to the Company, such materials, tools, instruments, safety equipment, suitable working accommodation, and such other equipment and arrangements (including full instructions on health and safety related matters) as are required by or specified by the Company, or their employees or agents in order to install the Goods or perform the Services at site.  
**6.3** The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to accept or to give the Customer any necessary information or instructions.  
**6.4** The Customer shall be responsible to the Company for ensuring that the Goods are not damaged or destroyed by the Customer where Goods are wrongly ordered by the Company due to incorrect specifications or descriptions being supplied by the Customer.  
**6.4** The Customer shall fully indemnify the Company against any losses, costs, claims, damages and expenses awarded against or incurred by the Company, or its employees or agents, as a result of any negligent act or omission or any deliberate act or instruction of the Customer, or its employees or agents while they are working on, or travelling to or from, the Site.

**7. Payment**  
**7.1** If the Customer has been provided with confirmed account facilities with the Company, payment of any invoice must be made in full within 30 days of the date of that invoice.  
**7.2** If the Customer has no confirmed account facilities with the Company, payment is due:  
 (1) For Goods in stock, at the time of purchase;  
 (2) For Goods which need to be specifically ordered, in full in advance;  
 (3) For Services, in full in advance.  
**7.3** Any amount due by the Customer to the Company under the Contract shall be payable in full without any compensation, set-off or counterclaim.  
**7.4** Time of payment shall be of the essence of all Contracts.  
**7.5** Payment must be made when due, notwithstanding that property in the Goods has not passed to the Customer.  
**7.6** Where any account, or any part thereof, is overdue for payment the Customer shall cease to be entitled to the benefit of any discount specified in that account and the Company shall be entitled to charge interest at the rate of six per centum per annum above the Lloyds TSB Bank plc base rate in force from time to time, on the amount due from the due date for payment until the actual date when payment in full, including interest, is received by the Company, and such interest shall be charged as well after as before any judgement.  
**7.7** If the Customer fails to make timely payment in accordance herewith then, in addition to any other remedies available to the Company, the Company may either suspend all further deliveries of the Goods or performance of the Services under the contract until payment is made in full or, at its option, treat the Contract as repudiated.  
**7.8** If the Customer repudiates the Contract for any reason, or is deemed to have repudiated the Contract in accordance with Clause 7.7, then the Company shall, in addition to any other remedy available to it, be entitled to seek damages for any loss suffered by it as a result of the Customer's repudiation.  
**7.9** The company, in its sole discretion, may require the provision of security for payment by the Customer, in a form acceptable to the Company.

**8. Retention of Title**  
 This provision shall apply to all and any goods supplied to the Customer by or on behalf of the Company -  
 a) legal and beneficial ownership and title in and to the Goods shall not pass from the Company to the Customer until all monies due by the Customer (or any of its associated subsidiary or holding companies) to the Company (or any of its associated subsidiary or holding companies) under contract (including the Company's terms and conditions applicable to and forming part of any such contract) between them, including any interest and charges, have been paid in full. Until such time as property and title in the Goods pass to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and shall keep the Goods separate from those of the Customer and third parties and free from any lien, charge or encumbrance and property stored, protected and insured and identified as the Company's property and shall allow (without requirement for any written consent) the Company access to the place where the Goods are stored for the purposes of verifying that this has been done.  
 b) until such time as property and title in the Goods pass to the Customer, the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company, or its employees or agents or, at the Company's sole discretion, forthwith to enter upon any premises or property of the Customer or any third party where the Goods are stored and to repossess the Goods.  
 c) The Customer shall not be entitled to pledge, or in any way charge by way of security, any of the Goods which remain the property of the Company but, if the Customer does so, all moneys owing by the Customers to the Company shall, without prejudice to any other remedy available to the Company, forthwith become.  
 d) If - i) the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or ii) an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer, or iii) the Customer ceases, or is deemed to have ceased, to carry on business, or iv) the Customer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly

then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel any contract or suspend any further deliveries under any contract without any liability to the Customer, and if the Goods have been delivered but not paid for in full, the legal and beneficial title to the Goods remain with the Company and, provided the Goods are identifiable as the Company's, no receiver or liquidator of the Customer shall sell the Goods. In these circumstances, the Company shall be entitled to enter any premises or property where the Goods are located and repossess the Goods.

d) The Customer shall not be entitled to any way annex the Goods to the property or premises without the Company's written consent.  
 e) The Company retains and reserves the legal and beneficial ownership and title in and to the Goods until the Customer has paid for all and any Goods supplied by the Company to the Customer and has repaid all other monies owed to the Company regardless of how such indebtedness arose.  
 f) If the Customer transfers property in the Goods to a third party prior to legal and beneficial ownership and title in and to the Goods passing to the Customer (as set out in Clause 8(a) above), the Customer must at the time of transfer notify the Company and the third party in writing of the fact that the Company retains title in and to the Goods. If the Customer fails to do so, he knowingly transfers property in which he has no rights of ownership. Any monies received by the Customer for the Goods are the sole property of the Company until legal and beneficial ownership and title in the Goods has passed to the Customer and all such monies shall be held by the Customer (including the receiver, administrator, administrative receiver or liquidator) in a separate, clearly identifiable account designated as containing monies owed by the Company.

g) If the Customer transfers property in the Goods to a third party by way of a purported sale and following such transfer any of the events outlined in Clause 8(i) above occur (the Events), then the Customer hereby acknowledges and agrees that any monies still due for payment by the third party for the Goods at the time of the occurrence of any of the Events are the exclusive property of the Company and the Customer hereby agrees that the Company is entitled to collect such monies directly from the third party. The Customer hereby agrees to immediately provide the Company on request

with a written confirmation to that effect. Any monies already paid to the Customer (or its receiver, administrator, administrative receiver or liquidator) shall be held by the Customer (or its receiver, administrator, administrative receiver or liquidator) as fiduciary agent of the Company in a separate account and shall be paid to the Company immediately on demand.

**9. Risk**  
**9.1** Notwithstanding that property and title in the Goods has not passed under clause 3 hereof, the risk of loss, damage or destruction to the Goods shall pass to the Customer on delivery or performance.

**10. Delivery/Performance**  
**10.1** Unless otherwise specified, delivery and performance dates or periods given by the Company are estimates only and shall not be essential terms of the contract.  
**10.2** Delivery of the Goods shall take place:-  
 a) in the event that the Customer undertakes delivery of the Goods, when the Goods are unloaded from the Company's means of transport at the station or address specified by the Customer.  
 b) in the event that the Customer undertakes to collect the Goods, when the Goods are collected at the Company's premises.  
**10.3** Performance of the services shall be deemed to have taken place when, in the sole opinion of the Company, the work required to be performed by the Company under the contract has been completed.  
**10.4** The Company shall be under no obligation to give to the Customer the notice referred to in this section 32(3) of the sale of Goods act 1979.  
**10.5** Any receipt obtained by the Company from the Customer, or its employees or agent, accepting or taking delivery of the Goods or acknowledging performance of the services (or such part(s) thereof) on the due date, or to give adequate instructions to enable the Goods to be delivered or the services performed on the due date, the Company may issue a written notice to the Customer stating that risk in the Goods shall be deemed to have passed to the Customer on the date delivery was due or, in the case of services, that the customer is in breach of the contract. Thereafter the Company shall store the Goods at the Customer's expense or attempt to mitigate the Customer's loss in respect of the services but, regardless of whether or not a written notice has been given to the Customer by the Company, the Customer shall indemnify the Company in respect of all losses, costs, claims, damages, and expenses incurred by the Company arising as a result of the Customer's failure of breach.

**11. Goods or Services not conform to contract**  
**11.1** The Customer shall be deemed to have examined the Goods upon delivery thereof and the Services upon performance thereof (time being of the essence) and to have satisfied itself that they conform to Contract. A claim that Goods or Services are not in accordance with the Contract will not be accepted by the Company (other than at its sole discretion) unless notice in writing, specifying the alleged default and stating what is required of the Company to remedy the default, is given to the Company within 10 days of delivery of the Goods or performance of Services.  
**11.2** Any Goods considered to be damaged or defective (together with their packaging materials) shall be returned by the Customer and any work performed under the Services which is considered to be sub-standard shall be left unaltered by the Customer intact as delivered or performed for a period of fourteen days from notification of the claim to the Company. During this period the Company or its agents shall have the right to investigate the complaint, examine the Goods, remedy the defect where possible or remove the Goods for return to the manufacturer.  
**11.3** If the defect cannot be remedied on site, the Company will return the Goods to its manufacturer who will carry out an inspection and investigation.  
**11.4** Where the manufacturer's investigation reveals that the Goods sold were damaged or became defective (1) whilst under the ownership or control of the manufacturer or (2) whilst under the ownership or control of the Customer, the Company reserves the right to charge to the Customer the costs incurred by the Company in respect of the Goods, remedy the defect where possible or for repairing the Goods or for installing replacement Goods or parts of thereof and any reasonable costs ancillary to such repair or replacement.  
**11.5** All goods are sold with the manufacturer's warranty or guarantee only and the Company does not accept any liability for any loss whatsoever incurred by the Customer due to the Goods or any part thereof being defective or damaged.  
**11.6** The Company shall have no liability to the Customer in respect of damaged or defective Goods or sub-standard Services (and the Customer shall be required to pay the full Contract price) where:-  
 (a) Any claim made by the Customer is not in accordance with these terms and conditions.  
 (b) Damage has been sustained after delivery of the Goods to the Customer, or its agents, or after performance of the Services.  
 (c) Defects are caused by installation, operation or maintenance carried out other than in accordance with any instructions supplied orally or in writing with the Goods or Services or by wear and tear, accident or misuse, improper operation or neglect or if any adjustment, alteration or other work has been performed on the Goods or the work performed under the Services by any person other than the Company or its employees or agents  
 (d) A receipt has been obtained by the Company, duly signed by the Customer or one of its employees or agents, confirming that the Goods have been delivered in a satisfactory condition or the Services performed in a satisfactory manner.

**12. Limitation of liability**  
**12.1** The Company shall be under no liability:-  
 (a) In respect of any defect in the Goods or Services arising from any drawing, design or specification supplied by the Customer.  
 (b) Where any of the circumstances referred to in Clause 11.6(a) to (d) occur.  
 (c) To the extent that the total price for the Goods or Services has not been paid by the due date for payment.  
 (d) Where parts, materials or equipment have not been manufactured by the Company in respect of which the Customer shall only be entitled to the benefit of any warranty or guarantee as is given by the manufacturer of the Goods to the Company  
 (e) For any consequential loss whatsoever caused.  
**12.2** The Company's liability however arising shall not in any event exceed the total price for the Services.  
**12.3** 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.

**12.4** Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods or Services which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.  
**12.5** No employee or agent of the Company performing the whole or any part of the Services shall, in any circumstances whatsoever, be under any liability to the Customer or to any other person for any loss, damage or delay of whatsoever kind arising or resulting, directly or indirectly, from any act, neglect or default on their part while acting in the course of, or in connection with, their employment or appointment and every exemption, limitation and condition contained in these terms and conditions to which the Company is entitled shall be applicable to any employee or agent of the Company.

**13. Force Majeure**  
 The Company shall not be liable for any delay, or other failure to perform any part of the Contract, as a result of any factor outside the Company's control, whether an Act of God or otherwise.

**14. Notices**  
 Any written notice to be given under the Contract shall be given by way of first class Recorded Delivery post or facsimile transmission or by personal delivery by the party giving it to the other, at his last known business address notified to the other, and shall be deemed to be delivered either 48 hours after posting (in the case of a letter) or immediately after the receipt (in the case of facsimile transmission or personal delivery).

**15. Indemnity**  
 The Customer shall fully indemnify the Company against all costs, claims, damages and expenses to which the Company may become liable by use of the Goods, or the work performed under the Services, by the Customer in any way involves an infringement of an intellectual property right enjoyed by a third party.

**16. Determination**  
 If the Customer shall make default in, or commit any breach of, any of its obligations to the Company, or if any distress or execution shall be levied upon the Customer, its property or assets or if the Customer shall make or offer to make any arrangement or composition with its creditors or if any petition or receiving order in bankruptcy shall be presented or made against the Customer, or if the Customer is a limited company, any resolution or petition to wind up the Customer's business is passed or presented (otherwise than for reconstruction or amalgamation) or if a receiver is appointed to the Customer's undertaking, property or assets or any part thereof, then the Company shall have the right/forthwith to determine any order then subsisting, without prejudice to any other remedies available to the Company, and all sums to be paid to the company by the Customer shall become immediately due and payable not with standing any previous agreement or arrangement to the contrary.

**17. Lien and Right of Re-Sale**  
**17.1** The Company shall have a lien on all goods delivered by the Customer to it for reconditioning, overhaul, repair, service, testing or inspection for all monies (whether presently payable or not) payable by, and all debts and liabilities (whether or not the period for payment or discharge of the same shall have expired) due by the Customer to the Company under or in connection with the Contract and such lien shall cover such goods whether or not the Company shall at the time of exercise of the lien have begun or completed repair or inspection of such goods. The Company shall be entitled to refuse to deliver up any goods at any time unless all charges accrued due under this contract and all other sums (if any) then owed by the Customer to the Company under any contract or on any account whatsoever shall have previously been paid.  
**17.2** Without prejudice to any other rights of the Company whether under these Conditions, the Contract or the general law, if any sum due from the Customer shall not have been paid within 3 weeks after becoming due, the Company may upon giving 7 days' notice of its intention to do so unless such sums shall in the meantime have been paid (whether by auction or private treaty or in any other manner) any or all of the goods in the Company's possession on which the Company has a lien. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists so far as the same are presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the goods prior to sale) be paid to the Customer.

**18. Site Storage & Goods Disposal**  
**18.1** Any goods owned by the Customer and left at the Company's principal place of business (the Premises) remain there entirely at the Customer's risk. The Company takes no responsibility for any theft or damage caused by third parties to goods stored on the Premises.  
**18.2** If the Company has requested the removal of the Customer's goods from the Premises and such removal has not taken place within 48 hours of notification, the Company reserves the right to impose daily storage charges for such goods. The storage charges are payable by the Customer on removal of the goods and, until paid, the Company retains a lien over such goods in accordance with Clause 17. If such goods have not been removed within 10 business days, the Company and the Customer agree that the Company shall be entitled to scrap such goods and the Customer hereby expressly consents to such scrapping and accepts that his only claim against the Company shall be for the scrap value obtained by the Company less any costs incurred by the Company in facilitating the scrapping.

**19. Refurbishment of Goods**  
 In circumstances where the Company and the Customer enter into a Contract for the refurbishment of goods owned by the Customer, any such Contract shall include a minimum charge for investigating such goods in order to determine the nature and extent of the refurbishment work to be carried out by the Company (the Minimum Inspection Fee). Such Minimum Inspection Fee shall become payable by the Customer under all circumstances and irrespective of whether the Customer proceeds with the refurbishment for whatever reason. The Minimum Inspection Fee is set out in the Company's quotation. The Customer reserves the right to increase the Minimum Inspection Fee at any time during the inspection process.

**20. General**  
**20.1** The Customer shall not be entitled to assign or transfer, in whole or in part, the benefit or burden of the Contract without the Company's prior written consent.  
**20.2** The rights and remedies of the Company set out in these conditions shall be in addition, and without prejudice, to any other rights and remedies which may be available to the Company at common law or under statute.

**21. Invalidity**  
 If any part of these terms and conditions for any reason should be held to be invalid, such invalidity shall not affect the remaining clauses of these terms and conditions.

**22. Governing Law**  
 These terms and conditions shall be governed by and construed in accordance with the Law of England and expect where otherwise expressly provided for herein the parties hereto hereby choose and submit to the jurisdiction of the English court

