

**Trading Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_ **Post Code:** \_\_\_\_\_

**T:** \_\_\_\_\_ **F:** \_\_\_\_\_

**Invoice & Statement Email:** \_\_\_\_\_

**Main Purchasing Contact:** \_\_\_\_\_ **T:** \_\_\_\_\_ **E:** \_\_\_\_\_

**Main Accounts Contact:** \_\_\_\_\_ **T:** \_\_\_\_\_ **E:** \_\_\_\_\_

**Company Reg No:** \_\_\_\_\_ **Date Established:** \_\_\_\_\_

**Company VAT Number:** \_\_\_\_\_ **Credit Facility Required:** \_\_\_\_\_

**Type of Business:** (please circle)      Sole Trader      Partnership      Limited Company      PLC

**Partners/Sole Traders:** (please forward photographic ID & utility bill)

**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Credit References:** (please provide us with contact details of three trade references)

**1. Name:** \_\_\_\_\_ **T:** \_\_\_\_\_ **E:** \_\_\_\_\_

**2. Name:** \_\_\_\_\_ **T:** \_\_\_\_\_ **E:** \_\_\_\_\_

**3. Name:** \_\_\_\_\_ **T:** \_\_\_\_\_ **E:** \_\_\_\_\_

Credit Terms - Net payment due in full 30 days from date of invoice.

I confirm the details given above are correct. I have received a copy of MacGen Power Generation Ltd Conditions of Sale of Goods & Services which include a Retention of Title clause and agree to adhere to same.

The Privacy Policy is available to view at [www.macgen.com](http://www.macgen.com)

We want to be informed about exclusive offers, savings & other exciting updates (please tick):

**Signed:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

Rep No: \_\_\_\_\_ Category: \_\_\_\_\_ Acc No: \_\_\_\_\_ Date Opened: \_\_\_\_\_

The ownership of the goods shall remain with the Seller, who reserves the right to dispose of the goods until payment in full for all the goods has been received by it in accordance with the terms of this contract.

If such payment is overdue in whole or in part the Seller may (without prejudice to any of its other rights) recover or re-sell the material or any of it and may enter upon the Buyer's premises by its servants or agents for that purpose.

Until the date of payment, the Buyer, if the Seller so desires, is required to store the goods in such a way that they are clearly the property of the Seller.

Such payments shall become due immediately upon the commencement of any act or proceeding in which the Buyer's solvency is involved.

The Seller and the Buyer agree that, if the Buyer should make (a) new object(s) from the goods, mixes these goods with (an)other object(s) the Seller will be given the ownership of this (these) new object(s) as security for the full payment of what the Buyer owes the Seller. To this end the Seller and Buyer now agree that the ownership of the article(s) in question, whether finished or not, are to be transferred to the Seller and that this transfer of ownership will be considered to have taken place through and at the moment of the single operation or event by which the material is converted into (a) new object(s), or is mixed with or becomes a constituent of (an)other object(s). Until the moment of full payment of what the Buyer owes the Seller, the Buyer shall keep the object(s) in question for the Seller in his capacity of fiduciary owner and, if required, shall store (these) object(s) in such a way that it (they) can be recognised as such. Nevertheless, the Buyer will be entitled to sell these objects to a third party within the framework of the normal carrying on of his business and to deliver them on condition that – if the Seller so requires – the Buyer, as long as has not fully discharged his debt to the Seller shall hand over to the Seller the claims he has against his buyer emanating from this transaction keeping the proceeds of such transaction(s) separate from its own moneys.

**Signed:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**This form must be signed by either a director or company secretary**

**1. Application**

**1.1** These conditions apply to all contracts between Macgen Power Generation Ltd (the Company) and the Customer (the person, firm or company who purchases any goods from the Company) referred to in the order and override all conditions stipulated by the Customer (even if submitted in a later document); any other agreements between the parties relating to the subject matter of this order are terminated (except in agreement into which these conditions are incorporated)

**1.2** No variation of these conditions is permitted unless agreed in writing by the director of the Company.

**2. Price**

**2.1** The price to be paid for the goods or the services will be the Company's price at the date when the goods are despatched or the services are provided.

**3. Description**

**3.1** The quantity and description of the goods are set out in the Company's quotation, advice note, order acknowledgement or invoice.

**4. Payment**

**4.1** Payment for the goods or services must be made within 30 days of the date of invoice unless otherwise stated. The Customer shall make payment in full due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

**4.2** No payment shall be treated as having been received until the Company has received cleared funds.

**4.3** An administration fee will be charged to the Customer on receipt of cheques returned unpaid.

**4.4** The Company may at any time require the Customer to make payments in advance of delivery or require security for payment.

**4.5** If the Customer fails to make payment by the due date or when required, the Company may cancel this contract and/or any other contract between the Customer & the Company and/or suspend delivery under this or any other.

**5. Overdue Accounts**

**5.1** Statements are issued monthly. Any queries regarding items on the statement must be notified in writing by email to our Accounts Department within 28 days. Our email address is [accounts@macgen.com](mailto:accounts@macgen.com)

**5.2** Overdue accounts may incur a late payment fee or a collection fee.

**6. Risk & Property - Retention of Title**

**6.1** The Retention of Title Clause stipulates that goods supplied to the Customer will remain the property/title of the Company until full-payment in cash or cleared funds has been received by the Company for the goods.

**6.2** Until goods are paid for using cleared funds the Customer must maintain the goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the satisfaction of the Company.

**6.3** The Company, its agents and employees may at any time under the Retention of Title, before ownership has passed on to Customer or where the Customer's right to possession has been terminated by the Company, without prior notice, recover the goods without query by the Customer.

The Company has a right to gain entry to any property where goods held under licence are stored.

**7. Quality/Claims**

**7.1** The Company will not supply goods to any Customer unless deemed of satisfactory Quality within the Meaning of the Sale of Goods Act 1979.

**7.2** Any product defects must be notified to the Company in writing within 14 days of delivery.

**7.3** Any goods notified as being defective will be inspected by the Company and any necessary alterations/repairs made. The Company will decide if alterations/repairs should be charged to the Customer.

**8. Delivery of Goods**

**8.1** Delivery dates are approximate only and the Company shall not be responsible for any loss or damage, consequential or otherwise, arising from any delay in delivering all or part of any goods ordered or delay in the provision of service.

**8.2** Any shortages or damages to goods delivered must be reported to the Company in writing within 2 days of delivery.

**9. Liabilities and Warranties**

**9.1** Nothing in this clause will be deemed to exclude or restrict the Company's liability for death or personal injury resulting from the Company's negligence

**9.2** Any goods supplied or processed or any services supplied or provided by or on behalf of the Company prove on inspection to be defective in material or workmanship, the Company will (at its option) replace the same or refund to the Customer the price of the goods or services.

**9.3** The Customer will determine the suitability of goods for their intended use and will not rely upon any representations made by or on behalf of the Company.

**9.4** The Company will not be responsible or liable for any consequential or indirect loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation suffered by the Customer whether this loss or damage arises from a breach of duty, in contract or in any other way (including loss of damage arising from the Company's negligence).

**10. Returns**

Goods will be accepted for return within 28 days of the invoice date. The Customer takes responsibility for the cost of the return of the goods. Goods must be in a saleable condition with the correct original undamaged packaging and appropriate documentation. A surcharge of 15% will apply on items ordered especially at the Customer's request.

**11. Termination**

The Company reserves the right to terminate the Contract at any time.

**12. Jurisdiction**

Except as provided all contracts between the Company and the Customer shall be governed by laws of Northern Ireland and the parties submit to the jurisdiction of Northern Ireland Courts of Law.