



Risk and Retention Title

Unit 2, Shepcote Business Park, Europa Drive, Sheffield, S9 1XT

Company Name:

Date:

1. The goods shall be at the risk of the purchaser as soon as they are delivered by the vendor to the purchasers premises or otherwise to the order of the purchaser.
2. The ownership of the goods delivered by the vendor subject to this contract and all other goods subject of any other contract made between the vendor and the purchaser, will only be transferred to the purchaser when the purchaser has paid the full price for the goods (including where applicable interest on any sums not paid on the due date) and until such payment the goods are held as bailee for the vendor.
3. If the purchaser shall sell or purport to sell the goods so as to purport to pass a valid title to a third party, the proceeds of such shall be held by the purchaser on trust for the vendor, if not forthwith paid to the vendor be placed in a separate designated bank account.
4. The purchasers rights to possession of the goods shall cease if the purchaser (not being a company) commits an available act of bankruptcy or if the purchaser (being the company) does anything or fails to do anything which would entitle receiver to take possession of any assets of which would entitle any person to present a petition for winding up. The vendor shall have the right to enter any premises of the purchaser on which goods the subject of this contract are situated for the purpose of retaking possession of the goods.
5. The goods the subject of this contract shall be stored by the purchaser in such a place and in such a manner as to indicate clearly that they are the sole and absolute property of the vendor.
6. Until payment of whole of the price has been paid by the purchaser to the vendor (including interest as aforesaid where applicable) the vendor shall have the right to require the immediate return of the goods on demand from the purchaser or the right to enter the purchaser's premises or any other premises where the goods are being kept and remove the goods.
7. Any goods or services by a debtor to Supa-Fix shall be dealt with by way of set off and in no circumstances shall the vendor be entitled to claim any cash or other payment.
8. The purchaser shall not with out written authority of the vendor deal resulting in the said goods becoming incorporated in or mixed with other goods, which are not subject of this contract.
9. Goods supplied for export shall be supplied on an ex-works basis INCOTERM with insurance to be cared for by the purchaser.
10. The goods supplied subject to this contract shall at all times be payable whether full or part delivery of a purchase order from the purchaser for each delivered quantity. Each invoice for part deliveries shall be valid and payable in full.

DECLARATION OF AGREEMENT TO THE TERMS AND CONDITIONS

We hereby request you open a 30 day credit account. I/we being an authorised officer of this business, do agree that payment of all accounts will be received by you (our supplier) within your stated credit terms. I/we appreciate that adherence to this obligation is the essence of the contract between us.

Signature:

Position:

Name (Printed):

Dated:

Please keep a copy of this document for your records and return the original to Supa-fix.