

**OTP BUILDING PLASTICS**  
**CUSTOMER CASH ACCOUNT APPLICATION FORM**

TRADING TITLE (In full)

CONTACT NAME: \_\_\_\_\_

LANDLINE TELEPHONE NO: \_\_\_\_\_

MOBILE TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

EMAIL: \_\_\_\_\_

INVOICE ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We would like to contact you from time to time with marketing promotions please tick if you do not wish to receive marketing communication from us

**WE ACCEPT THAT ALL TRANSACTIONS WILL BE IN ACCORDANCE WITH JNB SERVICES LTD T/A OTP BUILDING PLASTICS & HOME IMPROVEMENT STOCKISTS TERMS AND CONDITIONS OF SALE AS LISTED OVERLEAF.**

**SIGNATURE ON BEHALF OF YOUR COMPANY**

\_\_\_\_\_

POSITION \_\_\_\_\_

DATE: \_\_\_\_\_

# JNB SERVICES LTD T/A OTP Building Plastics – Terms & Conditions of Business

## 1. General

- 1.1 In these Conditions of Sale 'the company' means JNB Services Ltd. and 'the customer' means the person, firm or company with whom the Company contracts.
- 1.2 These conditions of Sale apply to and govern any contract between the Company and the Customer to the exclusion of any other conditions contained on, or in any letter order form, receipt or similar document emanating from the Customer. No variation of these Conditions of Sale shall be effective unless expressly agreed by the Company in writing.
- 1.3 All quotations are for Information only and are not to be considered as an offer by the Company. An order by a Customer shall not constitute a contract between him and the Company unless and until it has been accepted by the Company.
- 1.3.1 Acceptance by the Company of any order shall be on the basis that goods will be invoiced at the prices contained in the Company's price list current at the date of despatch unless otherwise agreed in writing by the Company.
- 1.4 Except where otherwise stated in the contract or in the Company's current price list all prices include the cost of packaging and delivery (but not installation). The Company reserves the right to make additional charges if the Customer requires a method of packaging or delivery different to that normally employed by the Company.
- 1.4.1 The Customer shall in addition to the net purchase price pay to the Company the amount of any Value Added Tax or other sales tax at the rate in force at the time the goods are invoiced.

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## 2. Orders & Specifications

- 2.1 The Buyer shall be responsible to the seller for ensuring the accuracy of the terms of any order – including any applicable specification – submitted by the buyer and for giving the seller any necessary information relating to the goods within a sufficient time to enable the seller to perform the contract in accordance with its term.
- 2.2 The quantity, quality, and description of any specification for the goods shall be those set out in the Sellers quotation - if accepted by the buyer – or the Buyers orders – if accepted by the seller.
- 2.2.1. The seller reserves the right to make any changes in the specification for the goods which are required to comply with any applicable statutory or EC requirements – where the goods are to be supplied to the Sellers specifications which do not materially affect their quality or performance.
- 2.2.2. No order which has been accepted by the Seller may be cancelled by the buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the seller in full against all loss – including loss of profit – costs – including the cost of all labour and materials used – damages, charges and expenses incurred by the seller because of cancellation.

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## 3. Terms of Payment

- 3.1 In the event of late payment the Company reserves the right to suspend all deliveries of goods under contract until such payment has been made in full.
- 3.2 In the event of the Customer postponing delivery or requesting that the Company suspend manufacture of the goods or failing to give the Company sufficient information to enable it to process any order the Customer shall pay any additional costs and expenses thereby incurred by the Company.
- 3.3 No discount shall be allowed unless expressly agreed in writing by the Company. If the Customer shall not make payment of any sum due to the Company under the terms hereof or the terms of the agreement on or before the day the same shall be due and payable interest thereon shall accrue and be payable by the Customer to the Company from the said day at the rate of 6% above Barclays Bank Plc Base Lending Rate for the time being in force such interest shall be a debt due to the Company and recoverable as liquidated damages. All costs (of whatever nature) incurred by the Company in recovering sums due from the Customer (before or subject to the decision of the Court – after the commencement of any Legal Proceedings) shall be paid to the Company by the Customer

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## 4. Illustrations and Dimensions

- 4.1 All information and illustrations contained in brochures, catalogues, price lists, trade literature and advertising material produced by the Company are approximate only, intended to indicate only the general character of the goods and do not form part of any contract between the Company and the Customer
- 4.2 The dimensions of goods are subject to the manufacturing tolerance of the Company. Dimensions contained in quotations, acknowledgements of orders, or catalogues, price lists, advertising matter and other trade literature are therefore approximate only.

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## 5. Delivery

- 5.1 Delivery shall be to such places within the United Kingdom as is specified by the Customer in the delivery instructions contained in his order or failing such instructions, at the Company's premises. The Customer shall be responsible for unloading the goods at the point of delivery and for loading and removal if the goods are collected by the Customer or his carrier from the Company's premises.
- 5.2 While the Company will use its best endeavours to comply with any delivery date, it cannot be responsible for any loss or damage whatsoever, caused by late delivery
- 5.3 The Company reserves the right to delivery and to require the Customer to accept delivery of the goods up to maximum of 7 days prior to any requested date for delivery.
- 5.4 If the contract provided for delivery by instalments late delivery of one instalment shall not entitle the Customer to reject any other instalment under the same contract.
- 5.5 If the Customer fails to take delivery at the time required by the contract the Company shall be entitled without prejudice to any others' rights it may have to treat the contract as at an end and to resell the goods or to invoice the goods in which event payment shall become due in accordance with the provisions of conditions 5. In either case the Company shall be entitled to charge the Customer at rates giving an economic return for the handling and storage of the goods from the date of the Invoice to the Customer or of disposal elsewhere.
- 5.6 Signing the delivery company delivery note as "unchecked" or not writing on the delivery note what is damage or missing means that you have received the goods in good condition.

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## 6. Risks & Property

- 6.1 The risk in the goods contracted to be sold by the Company shall pass to the Customer when the goods are delivered to the Customer or when the goods are invoiced in accordance with the provisions of condition 5.5, at the time they are invoiced.
  - 6.2 Until payment in full has been made (each order being considered as a whole)
  - 6.2.1 The property in the goods shall remain vested in the company
  - 6.2.2 The Customer shall clearly mark or designate the goods so that they remain readily identifiable as the property of the Company and shall store them in a proper manner without charge to the Company
  - 6.2.3 If any of the events referred to in paragraphs (9.1.1) and (9.1.2) of condition 9 occur the Company shall be entitled to recover any or all of the goods in the Customer's possession to which the Company has title hereunder and for that purpose the Company, its servants, or agents may with such transport as is necessary enter upon any premises occupied by the Customer or to which the Customer has access and where the goods may then be situated.
  - 6.1.5 The Customer shall have the right to resell the goods in the ordinary course of its Business and the Company shall be beneficially entitled to, and the Customer liable to account to the Company for the proceeds of resale to the extent of the extent of the debt due.
- Nothing in these conditions shall constitute the Customer an agent of the Company for the purposes of such sale.
- 6.1.6 The Company may require the Customer to assign to it absolutely any right of action in respect of monies due in respect of such proceeds of resale.
  - 6.2 Nothing in this condition shall counter any right upon the Customer to return the goods or to refuse, or delay payment therefore and the remedies conferred on the Company are in addition to, and shall not in any way restrict or prejudice, any other rights, and remedies of the Company under the Contract.

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## 7. Limitation of Liability

- 7.1.1 Goods may be delivered in cartons, bundles, returnable containers, lose or in other packaging. In any case where it is established to the satisfaction of the Company that the goods have been damaged or lost (whether wholly or in part) in transit the Company will, at its own cost, repair or replace same provided that
- 7.1.2 In the case of total loss, the Company is notified in writing within 3 days of receipt of invoice.
- 7.1.3 In the case of partial loss, or damage, the Customer has returned to the Company's Representative (or where the goods have been delivered by a Carrier his representative) the Company's receipt note duly signed by the Customer's Representative and indicating thereon as shortage of or damage to cartons, bundles, returnable containers, loose goods or other such packages as shall make up the delivery and full particulars are notified directly to the Company in writing within 3 days of delivery.
- 7.1.4 In the case of damage the goods and their packing are retained by the Customer for inspection by the Company's representative. The Company will not be liable for any loss or damage in transit, except as above.
- 7.1.5 Where it is established to the satisfaction of the Company that goods delivered by the Company contain at the time of receipt by the Customer some defect in quality (not being a defect caused by some act or neglect of the Customer or a third party) and the goods are returned to the Company at the Customer's expense within 7 days of despatch to the customer, the Company will at its own cost repair or replace them (the choice being at the Company's option).
- 7.1.6 In no circumstances will the Company be liable to the Customer for any loss or damage whatsoever suffered because of a defect in quality and any implied term, conditions, or warranty or otherwise as to the quality of the goods sold, or their fitness for any particular purpose or as to their correspondence with any description or samples is hereby excluded.
- 7.2 No warranty or representation given by or on behalf of the Company including any advice as to the installation quantities use or performance of goods supplied by the Company shall be binding upon the Company unless specifically stated in writing by the incorporated in the Contract.

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## 8. Consequential Loss

- 8.1 Without prejudice to the generality of the foregoing provisions the Company shall not in any event be liable to the Customer for any indirect or consequential loss, damage, or expense.

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## 9. Insolvency Loss

- 9.1 The Company shall have the option (without prejudice to any of its other rights against the Customer) by notice in writing to the Customer to rescind the contract or to suspend delivery in the following events
- 9.1.1 should any sum owing by the Customer to the Company be overdue
- 9.1.2. should the Customer be in breach of any term of the contract with the Company
- 9.1.3 should the Customer enter into composition or arrangement with or for the benefit of, its creditors or having a receiving order in bankruptcy made against him or (if a body corporate) should it go into liquidation either voluntary or compulsory or under supervision or have a receiver appointed overall or any part of its assets, or in Scotland should the Customer become not our bankrupt or sequestrated, or a receiver, or judicial factor, or trustee is appointed, for any portion of the Customer's estate or effects or suffer any arrestment charge pouncing of other diligence to be issued or levied upon the Customer his estate or effects.

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## 10. Force Majeure

- 10.1 In the event of war, invasion or foreign enemy hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military or usurped power the Company shall be relieved of liability incurred under the contract where ever and to the extent to which fulfillment of such obligations is prevented, frustrated, or impeded as a consequence of any such event or by any statutes, rules, regulations issued by any Government Department Council, or other duly constituted authority, or from strikes, lock-outs, breakdown of plant, or any other causes (whether or not of alike nature) beyond the Company's control.

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## 11. Waiver

- 11.1 Forbearance or indulgence by the Company shown or granted to the Customer whether in respect of these Conditions of Sale or otherwise, shall not affect or prejudice the rights of the Company against the Customer or be taken as a waiver of any of these Conditions of Sale.
- 11.2 Any contract incorporating these Conditions of Sale shall be governed by and construed in accordance with the laws of England and the Company hereby agree to submit to the jurisdiction of the laws of England and the Company hereby agree to submit to the jurisdiction of the English Courts.

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## 12. Returns

- 12.1 Please keep your receipt as proof of purchase, we are unable to accept returns without proof of purchase.
- 12.2 Products when delivered by us, in cases where an order needs to be cancelled or returned, a 30% re-stocking fee will be applied. Any return postage / carriage costs will need to be paid by the customer. We will allow the return/exchange of goods within 14 days of purchase on the understanding that they are in the same condition that they were when they were purchased with the original packaging, tags, labels, and accessories.
- 12.2.1 If the goods have been delivered prior to us receiving notification of your wish to cancel the order, it your responsibility to return the goods to us at your expense.
- 12.2.2 We are under no obligation to arrange for the collection of goods to be returned, if however, we agree to arrange for the return of goods we will advise of you of the cost incurred by us in doing so and will require payment to cover this cost prior to arranging the return.
- 12.2.3 You must inform the office by email (returns@otpsupplies.co.uk) within 3 days of delivery of the exact quantities, products codes of claims before any returns can be authorised. No credits, refunds or replacements will be issued if the original delivery documents are not checked, clearly signed by both the customer and the OTP driver or logistics company before the delivery vehicle leaves the customer's site.
- 12.3 Incorrectly delivered stock will be accepted for return within 14 days of receipt of delivery. All returned products must be in a re-sellable condition. We cannot accept damaged products or products with damaged packaging.
- 12.4 Products damaged in transit must be returned to OTP for verification within 7 days of receipt of delivery before any credits can be issued. Clear notification of the damage must be stated on the delivery documents, to help us eliminate fraudulent claims.
- 12.5 All products with quality issues preventing installation must be returned for examination within 14 days of receipt of delivery, so we can review and resolve any issues. Once a returned product is agreed as defective, a full refund or credit will be issued. We cannot accept damaged products or products with damaged packaging.
- 12.6 If the product you purchase is faulty, we may offer a repair, exchange, or refund as appropriate in accordance with your consumer rights. Please contact our customer service team to arrange.
- 12.7 Orders which are cut, made to measure, or altered to your requirements will not be exchanged or refunded