# Application for a trade account

Fax back on 0844 815 48 41

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_		E	TO	TRADE

Trading name				
Company name (if	109 Birdham Road Chichester			
different)		West Sussex		
Trading address		PO20 7DY		
		Tel. 0844 815 48 40		
		Fax. 0844 815 48 41		
Postcode		Email: sales@chrono-online.com		
Telephone		www.chrono-online.com		
Fax		A / G		
email address		Agent / Source:		
Company registration				
number				
VAT registration number		7.05		
Registered office address		Can we e-mail Offers? YES NO		
		1125		
		Do you require web		
Postcode		access?		
Bank Details		YES NO		
Bankers details: Name		Wantd non libe and		
Branch Address		Would you like our Newsletter?		
		YES NO		
Postcode		Would like to visit us		
Sort code		at Trade Shows?		
Account number		YES NO		
Cheque signatories		Are willing to be		
(names and criteria)		involved in surveys?		
		YES NO		

Full name of Directors	Proprietors (inc. home add	dresses where business is not	a limited	l company)
1.				
2.				
-	e purchase orders & direct	telephone number		
1.				
2.				
Accounts contact				
Telephone:				
Trade Reference	Supplier 1	Supplier 2		Supplier 3
Name				
Address				
Postcode				
Telephone				
Fax				
Name:				
Applicant's Signature:				
Owner / Managing Dir	ector / Partner		Dat	e
When this form is complet		Road Chichaetar West Sussex	, DO20 7D	V IIK

## **TERMS and CONDITIONS**

Chrono UK Limited is a business to business Trade Wholesaler By placing an order or request for quotation with Chrono you are accepting our terms and conditions. Your existing statutory rights are not affected by these conditions.

### 1 Definitions

- 1.1 The "Buyer" means the account applicant or person who accepts a quotation of Chrono or whose order for the Goods is accepted by Chrono. 1.2 "Chrono" means Chrono UK Limited and all companies with the Chrono Group,
- 1.3 "Conditions" means the conditions of sale set out in this document and any special and/or additional conditions agreed in writing by Chrono.
  1.4 "Good" or "Goods" means the goods (including any installment of goods or any parts for them) which Chrono is to supply in accordance with these

- 2 Conditions
  2.1 These conditions apply to the sale of all Goods by Chrono to the Buyer to the exclusion of all other terms or conditions the Buyer may wish to apply under any request for quotation, purchase order, confirmation of order or any such similar document
- unless agreed in writing by Chrono.

  2.2 Chrono' employees or agents are not authorized to make any representations concerning the Goods and in placing an order the Buyer acknowledges that it does not rely on any such representations unless confirmed by Chrono in Writing.
- 2.3 Any error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Chrono shall be subject to correction without any liability on the part of Chrono and without any prior
- 2.4 Chrono shall not be held liable to the Buver for any direct or indirect, special or consequential loss or damage, costs, expenses, loss of contract, goodwill, revenue, profit, anticipated savings or any other claims for compensation whatsoever (whether caused by negligence of Chrono, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.
- 2.5 No contract for the sale of Goods shall arise until Chrono dispatches the Goods to the Buyer. 2.6 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.7 The views or opinions expressed in any literature or on Chrono web site are those of the contributors and should not be taken necessarily as

### 3 Prices

- 3.1 All prices given in any literature, price list or on Chrono website including special offers and promotions are strictly subject to availability. The Buyer should in all cases confirm the price at the time of order.
- 3.2 Chrono reserves the right to revise prices prior to dispatch of Goods to reflect any indirect or direct
- 3.3 Unless expressly stated otherwise all prices are exclusive of VAT. Charges for packing, postage and carriage (plus VAT) shall be paid in addition.

- 4 Payment
  4.1 Credit accounts are available following acceptance of approved industry references Payment of credit accounts will fall due on the last day of the month following the date of invoice. Any Goods will remain the property of Chrono until payment is received in full.
- 4.2 Receipts for payment will not be issued unless requested and agreed in writing by Chrono.
- 4.3 Time for payment shall be of the essence and any failure to pay by the due date shall entitle Chrono to withhold dispatch of future orders (without prejudice to any other remedy that Chrono may have).
- 4.4 Buyers who do not qualify for credit accounts may pay by cash, cheque, visa, mastercard or maestro; payment must be made in full before dispatch of any Goods.
  4.5 All invoices shall be paid in full, free from any
- deduction for any set-off, counterclaim or

- 5 Delivery General
  5.1 The method of dispatch for all orders will be at Chrono' discretion unless expressly agreed otherwise at the point of order.
- 5.2 Charges for and the timing of all deliveries will be at Chrono discretion. Any promotional offers in

- respect of delivery charges shall only apply to UK mainland
- 5.3 Time of delivery shall never be of the essence and Chrono shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any delivery date. Any quoted delivery date should be treated as an estimate; the Goods may be delivered by Chrono before or after any quoted date.
- 5.4 A carrier's first attempt to deliver shall be considered as the delivery date and unless otherwise agreed in writing by Chrono all deliveries can take place up until 6 pm.
- 5.5 Chrono may deliver any order in installments and any delay, default or non-delivery in respect of any installment by Chrono shall not entitle the Buyer to cancel the remainder of the order. Installments will be invoiced separately, failure by the Buyer to pay for any installment will entitle Chrono to withhold any further deliveries and the Buyer will remain liable for any costs incurred by Chrono relating to the order.
- 5.6 Goods will be sent to the delivery address notified at the time of order. The Buyer is responsible for any arrangements necessary to take delivery of the goods whenever they are tendered for delivery.
  5.7 Should the Buyer fail to take delivery of the
- Goods, without prejudice to any other right or remedy available to Chrono, Chrono may do any or all of the following:-
- 5.7.1 Store the Goods on behalf of the Buyer until delivery can reasonably be arranged. Reasonable costs (including insurance) of storage shall be passed on to
- 5.7.2 Cancel the order and re-stock the Goods, in which case reasonable costs for re-stocking and the original delivery charge will be passed on to the
- Buyer. 5.7.3 Sell the Goods on behalf of the Buyer at the best price readily obtainable, in which case the Buyer will remain liable for the value of the goods as invoiced including delivery minus any price obtained (after deducting all reasonable storage and selling expenses).

  6 Delivery Non UK

  6.1 In addition to the conditions in section 5, the

- following will apply to Goods order by any Buyer located outside the UK or Goods delivered to an Address outside the UK.
- 6.2 The Buyer is responsible at their expense to obtain any import or export license or any other documentation deemed necessary by any compliant authority.
  6.3 The Buyer is responsible for any import or export
- duties, taxes or any other such charges as levied by any compliant authority.
- 6.4 For the avoidance of any doubt any contract regarding the supply of Goods by Chrono will be governed solely by English law and the Buyer agrees to submit to the exclusive jurisdiction of the English

## 7 Ownership and Risk

- 7.1 Goods below a certain value will normally be dispatched by Royal Mail First Class Post to keep delivery charges to a minimum. Royal Mail First Class Post is an untracked unsigned for service and subsequently the risk in Goods shall pass to the Buyer immediately the Goods leave Chrono premises.
  7.2 Should the Buyer prefer Chrono to bear the risk of
- Goods in transit the Buyer must make this clear at the point of order. The Goods will then be sent using a tracked and signed for service, the full cost of which will be included in the packaging and delivery charges passed on to the Buyer.
- 7.3 Chrono remains the owner of any Goods ordered by the Buyer until Chrono has been paid in full in cash or cleared funds for such Goods and all other Goods agreed to be sold by Chrono to the Buyer for which payment is due.
  7.4 Until such time as the Buyer has paid for any
- Goods in full, the Buyer shall hold the Goods on behalf of Chrono and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Chrono
- 7.5 If any payment due under these Conditions is overdue in whole or in part, Chrono may without prejudice to any of its other rights recover and/or resell the Goods or any part thereof. Chrono' servants or agents may enter the Buyer's premises to recover the

Goods and the Buyer shall be liable for all Chrono' costs of so doing.

### 8 Guarantees and Warranties

8.1 Equipment and machinery supplied by Chrono are covered by their respective manufacturer's warranties, details of which are included with the product. Faults which develop within the warranty period should be notified as specified. Chrono will repair, replace or refund, at it's discretion, any product which proves within the guarantee period to be defective, except where the defect results from misuse, fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the instructions, lack of technical understanding, alteration or repair without Chrono's approval. Any claim for defect must be notified to Chrono within three days of receipt of the goods or where the defect was not apparent on reasonable inspection within seven days after discovery of the defect. If upon inspection, the Manufacturer deems the product not to be faulty, Chrono reserve the right to return the product to the Customer and to re-invoice, 8.2 Chrono shall be under no liability regarding guarantees or warranties if any payment for the Goods is overdue.

### 9 Patterns / designs

9.1 Any item sent to Chrono by the Buyer by way of pattern is entirely at the risk of the Buyer. 9.2 The Buyer should make provision at their expense for any such item to be insured whilst in transit or held at Chrono or forwarded to a manufacturer/supplier.

10 Returns/Cancellations/Replacements

- 10.1 Goods supplied by Chrono in accordance with any order made by the Buyer must not be returned without the prior written approval of Chrono. Such written approval will normally take the form of a return note supplied, dated and signed by Chrono that must be completed by the Buyer and packed with the Goods to be delivered or collected by the
- method dictated by Chrono. 10.2 Watch parts (including circuits, coils and movements) are supplied on a no return, no refund basis. These are restrictions placed apon Chrono by the manufacturers. In exceptional circumstances damaged watch parts may be repaired at additional cost to the customer at the discretion of Chrono. 10.3 In the case of Goods ordered in error or no longer required by the Buyer, the Buyer will be liable for the cost of delivery to Chrono or collection by Chrono.
- 10.4 The Buyer will be liable for the cost of remedying any damage to or loss of Goods returned where such damage or loss has, in the opinion of Chrono, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault.
- 10.5 Chrono reserves the right to make a handling and restocking charge of £1.00 or 10% of the value of the Goods (whichever is the greater) on Goods which are returned if they were ordered in error or are no longer required by the Buyer.

  10.6 Goods not normally held in stock by Chrono
- or that are subject to special order from the manufacturer or supplier ordered by the Buyer may not be returned and no such order may be cancelled.

## 11 No Waiver

11.1 Should Chrono fail to insist upon strict adherence to the provisions of these Conditions the Buyer shall have no future right of waiver over any or all of these Conditions.

### 12 Notice

12.1 Any notice required by these terms and conditions will be sent to the Buyer at its registered office or principle place of business or such other address as is relevant at the time by first class post. Notice will be deemed to have been delivered 48 hours after posting (six days if overseas).

13 Enforceability

13.1 Should any of these terms or conditions be held to be unenforceable or invalid in whole or in part the remainder of the terms and conditions will not be affected.

### 14 Jurisdiction

14.1 Any contract arising from the agreement of Chrono to supply Goods to the Buyer shall be governed by the laws of England and the Buyer agrees to submit to the exclusive jurisdiction of the