LABFACILITY
TEMPERATURE & PROCESS TECHNOLOGY

New Account Form

Internal use only

Sales Member

Account Number

Territory

Customer to complete

Currency: Choose Currency

Type of Account: Proforma Account for 1st Order

Company Name

Invoice Address

Address 1

Address 2

Address 3

City

County / State

Postal Code

Country

Account Contact Information

Name

Email

Telephone No.

Purchasing Contact Information

Name

Email

Telephone No.

VAT Number

Labfacility Limited Bank Information

Bank Details

Select a currency above to display the correct bank details.

Account subject to status

Terms & Conditions

Labfacility reserves the right, at any time to modify, alter or update these terms of use and you agree to be bound by such modifications, alterations or updates on subsequent visits.

1. Definitions
1.1 "the buyer" means any person firm or company buying goods from us.
1.2 "the seller" means Labfacility.
1.3 "these conditions" means the terms and conditions of sale set out below and any special terms and conditions agreed in writing by the seller with the buyer.
1.4 "products" means the goods supplied by the seller to the buyer.
1.5 any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
1.6 the headings in these conditions are for convenience only and will not affect their interpretation.

2. The agreement between the buyer and seller
2.1 These conditions shall apply to all contracts for the sale of products by the seller to the buyer to the exclusion of all other terms and conditions which the buyer proposes should apply under any purchase request or order, confirmation of order or any similar document.
2.2 No variation to these conditions shall be binding upon the seller unless that variation has been agreed in writing by the sellers authorised representatives and the buyer.
2.3 The sellers employees or agents are not authorised to make any representations concerning the product unless confirmed by the seller to the buyer in writing. In entering into any contract to buy products the buyer acknowledges that the seller does not rely on any such representations which are not so confirmed.
2.4 Any advice or recommendation given by the seller or their employees or agents to the buyer or their employees or agents as to the storage, application or use of any product which is not confirmed in writing by the seller is followed or acted upon entirely at the buyers own risk and the seller will not be liable for any such advice or recommendation which is not so confirmed.
2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, pricelist, acceptance of offer, invoice or other document or information issued by the seller will be subject to correction without any liability on the sellers part.
2.6 Dispatch or delivery of the product by the seller to the buyer will be deemed to be conclusive evidence of the buyers acceptance of these conditions.
2.7 All orders for products shall constitute an offer by the buyer to purchase those products from the seller pursuant to these conditions.
2.8 All specifications, dimensions, descriptions and illustrations contained in any sales literature, quotation, or pricelist or other advertisement matter are intended merely to present a general idea of the product that we sell. The seller reserve the right from time to time to make changes to these provided that these changes will not materially affect the quality or fitness for purpose of the product you purchase from the seller.

3. The Price and Payment
3.1 Unless otherwise stated the price for the product shall be the price stipulated in the sellers published price list current at the date of delivery of the product. The price is exclusive of VAT .
3.2 If the seller gives the buyer a price for any product this will be binding on the seller provided the buyer accepts the price within 30 days. The seller may by giving the buyer notice at any time up to 7 days before delivery increase the price of the product to reflect any increase in the cost to the seller which is due to factors occurring which are beyond the sellers reasonable control (including without limitation foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs). The buyer may cancel the purchase order for the product within 7 days of any such notice. The price is inclusive of VAT.
3.3 The price for the product must be paid in full at the time of ordering by any one of the following methods:- (i) credit card(ii) debit card
3.4 If for any reason the buyer fails to make payment as required by these terms and conditions, then with effect from the date of delivery of the goods to the buyer, the balance of the price will bear interest at the rate of 4 per cent per annum over the base rate of Barclays Bank plc subject to a level of 16 per cent per annum.
3.5 If any bank charges are incurred as a result of failure for any reason of the buyer paying bank to honour any payment made by the buyer, the buyer will reimburse the seller within 7 days of such charges being notified to the buyer and any such sums shall constitute a debt payable immediately on demand.
3.6 If the buyer fails to make any payment on the due date then without prejudice to any other remedies the seller has, we may:-
3.6.1 suspend or cancel deliveries of any goods to the buyer; and/or
3.6.2 appropriate any payment made by the buyer to such goods (or any other goods supplied or to be supplied to the buyer as we in our sole discretion think fit).
3.8 Payment of the price is of the essence.

4. Delivery of the product
4.1 the seller will deliver the product to the address specified by buyer provided that address is within the United Kingdom Mainland.
4.2 The seller reserves the right to charge a reasonable fee for any delivery that the buyer cancels once a delivery date has been agreed. The buyer must pay this to the seller before the seller will make any further attempt to deliver the product.
4.3 It is the buyers responsibility to ensure the buyers own availability to take delivery once a delivery date has been agreed. It is also the buyers responsibility to ensure there is adequate access to the premises where the product is to be delivered. If either the buyer or someone on the buyers behalf is not available to take delivery or if as a result of inadequate access for any reason the seller is unable to deliver the product the buyer will be required to pay a further delivery charge before any further attempt to deliver the product is made. The seller reserves the right to retain all delivery charges once a delivery date has been accepted.
4.4 Any dates the seller gives the buyer for delivery of the products are approximate only and the seller will not be liable for any delay in or non-delivery of the product however this is caused. The product may be delivered by the seller in advance of any estimated delivery date upon reasonable notice.
4.5 Unless the buyer is a consumer the seller does not accept liability for any loss or damage suffered by the buyer in consequence of any failure or delay in delivery.
4.6 The product will be at the buyers risk from delivery which shall be deemed to have taken place:-
4.7.1 if the seller has delivered the product, when they are unloaded from the sellers transport and (where reasonably practicable) placed in the property specified by the buyer or unloaded into the possession of the buyers nominated carrier. Any such carrier will be deemed to be the buyers agent.

5. Ownership of the Product
5.1 Ownership of the product will not pass to the buyer until we have received in cleared funds payment in full of the price of the product together with any delivery or other charges the buyer is required to pay.
5.2 Where the contract between the seller for the sale and purchase of the products has been cancelled for any reason the goods will become the property of the seller (where ownership has already been transferred to the buyer) though the buyer must take reasonable care of the product until the seller has collected them from the buyer.

6. Bringing a Claim
6.1 the seller asks that you inspect the product as soon as reasonably possible after delivery. The buyer must notify the seller within two working days of delivery of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The buyer must allow the seller an opportunity to inspect the product within a reasonable time after delivery and before the buyer makes any use of the product. If the buyer fails to comply with these provisions the product will be conclusively presumed to be in accordance with the agreement between the buyer and the seller and free from any defect or damage which would be apparent on a reasonable examination of the product and the buyer will be deemed to have accepted the product.
6.2 Unless the buyer buys the product as a consumer, if the product is not in accordance with the agreement between the buyer and the seller for any reason, the buyers remedy shall be limited to requiring the seller to make good any shortage defect damage or failure to comply with description or sample by either replacing the product or, if the seller elects to do so, by refunding a proportionate part of the price.

7. The extent of the sellers liability to the buyer
7.1 The products will be manufactured in accordance with the sellers current specification relating to the product details of which are available on request
7.2 The sellers liability to the buyer whether for breach of contract or otherwise shall not in any event exceed the price of the product and the seller will have no liability for any direct loss and/or expense or indirect loss and/or expense suffered by the buyer or any liability to third parties incurred by the buyer.
7.3 All warranties and conditions whether implied by statute or otherwise are excluded provided that nothing will restrict or exclude liability for death or personal injury caused by the sellers negligence or affect the statutory rights of a buyer dealing as a consumer.
7.4 the seller will not be liable to the buyer or deemed to be in breach of these conditions by reason of any delay in performing, or any failure to perform, any of the sellers obligations in relation to the product, if the delay or failure was due to any cause beyond the sellers reasonable control. The following shall be regarded as a non-exhaustive list of causes beyond the sellers reasonable control:-
7.4.1 act of God, explosion, flood, tempest, fire or accident;
7.4.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
7.4.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
7.4.4 import or export regulations or embargoes;
7.4.5 strikes, lockouts or other industrial action or trade disputes whether involving the sellers employees or those of any third party;
7.4.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery; and
7.4.7 power failure or breakdown in machinery.

8. Cancellation
Once an order for a product has been accepted it can only be cancelled in the sellers absolute discretion and subject to such terms as the seller shall impose.

9. Returns Policy
9.1 No product delivered to the buyer which is in accordance with the contract will be accepted for return without the sellers prior written approval on terms to be determined at the sellers discretion.
9.2 the seller agrees to accept any such products for return the buyer will be liable to pay a handling charge of 20 per cent of the invoice price. Such products must be returned by the buyer carriage-paid to the seller in their original shipping carton.
9.3 Products returned without the sellers prior written approval may at the sellers absolute discretion be returned to the buyer or stored at the buyers expense without prejudice to any rights or remedies the seller has.

10. General
10.1 No waiver by the seller of any breach of these conditions shall be considered as a waiver of any subsequent breach of the same or any other provision of these conditions.
10.2 These conditions and/or contracts between will be governed by and construed in accordance with English law.
10.3 If any provision of these conditions is held to be invalid or unenforceable in whole or in part, the validity of any other provision of these conditions shall remain unaffected.