



Group Headquarters:
 Dingwall Business Park, Dingwall. IV15 9XB United Kingdom
 Tel: +44 (0)1349 868000
 Fax: +44 (0)1349 868090
 Email: accounts@maclean.co.uk
 Web: www.maclean-electrical.com

PLEASE MARK (X) THE BRANCH WHERE YOU WISH TO OPEN AN ACCOUNT		
United Kingdom:		Telephone:
Aberdeen	Noskab (Cables)	+44 (0)1224 854100
Aberdeen	MacLean Electrical	+44 (0)1224 894212
Bonnybridge	MacLean Electrical	+44 (0)1324 816400
Dingwall	MacLean Electrical	+44 (0)1349 868000
Dingwall	International Projects Group	+44 (0)1349 868000
Dingwall	Exports	+44 (0)1349 868000
Newcastle	MacLean Electrical	+44 (0)191 217 0119
Wick	MacLean Electrical	+44 (0)1955 606611
International:		
Houston Texas U.S.A.	MacLean Electrical / Noskab	+1 281 340 2088
Dubai UAE	MacLean Electrical / Noskab	+971 4 886 5611

NEW ACCOUNT APPLICATION FORM

In order for a Credit Account to be instigated under your company's name, please complete all sections IN CAPITALS

1. FULL TRADING NAME OF APPLICANT Name: _____
 Address: _____

 _____ Post code: _____
 Accounts contact name: _____ Max credit required: _____
 Accounts email: _____
 Telephone No: _____ Fax No: _____
 Company Registration No: _____ VAT No: _____

2. BANK DETAILS Name: _____
 Address: _____

 _____ Post code: _____
 Sort code: _____ Account No: _____

3. TRADE REFERENCE No. 1 Name: _____
 Address: _____
 _____ Post code: _____
 Tel: _____ Fax: _____
 Contact: _____

4. TRADE REFERENCE No. 2 Name: _____
 Address: _____
 _____ Post code: _____
 Tel: _____ Fax: _____
 Contact: _____

In replying, please indicate where invoices and statements (if required) are to be sent and the name, address and requirement for any documentation required from MacLean Electrical.

Invoices shall be emailed unless you indicate another preference here (please mark with X) Please fax invoices Please post invoices

We hereby request you to open a Credit Account in our name. I, being an authorised officer of this business do agree that payment of all accounts will be made within MacLean Electrical stated credit terms and conditions. I appreciated that adherence to this obligation is the essence of a contract between us. I have read and agree to your terms & conditions.

Signed: _____ Please Print Name: _____ Designation: _____ Date: _____

John MacLean & Sons Electrical (Dingwall) Limited trading as The MacLean Electrical Group

Terms & Conditions of Sale

1. Applicability of Terms & Conditions

- 1.1 These terms & conditions shall be deemed to be incorporated in and shall govern all contracts ("the Contracts") between John MacLean & Sons Electrical (Dingwall) Ltd ("the Company") and any other person, firm, corporation or other body of persons or party whomsoever ("the Buyer") for or on relation to the supply of Goods and/or services by the Company.
- 1.2 These terms & conditions shall prevail over and have effect notwithstanding and to the exclusion of, any terms, conditions and/or provisions which may conflict with or be in any way at variance with these terms & conditions and which the Buyer may seek to establish as forming part of or as applicable to the Contracts whether by having brought the same to the notice of the Company, by being implied by any trade, custom or practice, course of dealing or otherwise.
- 1.3 No waiver, alteration or modification of or addition to any of the provisions of these terms & conditions shall have any effect or shall be binding on the Company unless the same shall be in writing and signed by a Director of the Company. The Buyer may not, unless the Company has given its agreement as aforesaid, withdraw, cancel, defer or amend any order placed or contract made.

2. Price

- 2.1 No quotation made by the Company constitutes an offer and any quotation may be withdrawn or revised at any time prior to acceptance by the Company of the Buyer's order. For the avoidance of doubt, the price agreed between the Company overrides any quotation previously made. Prices are calculated on a "whole order" basis.
- 2.2 Prices quoted by the Company for Goods and/or services are subject to variation and may be increased at any time prior to delivery, in accordance with any express provisions shown in the quotation and/or to take into account any increases in costs incurred by the Company in the supply of the services or manufacture, assembly and/or supply of the Goods including (without limitation) the cost of any Goods or materials, carriage, labour, insurance or overheads, the imposition of any tax, duty or other levy and any variation in exchange rates, all of which shall be treated as an additional part of the price and paid by the Buyer contemporaneously with the price.
- 2.3 Prices quoted unless otherwise expressly stated are exclusive of VAT and other duties and taxes and in the case of supply of Goods are calculated on an "Ex Works" basis.
- 2.4 Travelling and subsistence expenses incurred by the Company's staff or other persons engaged by the Company in connection with the Contracts will be charged in addition to the quoted fee.
- 2.5 If, at the request of the Buyer, the Company agrees to carry out any extra work or to provide additional Goods or services to those specified in the Contracts, any such extra work, additional Goods or services or variations thereto will be supplied on the terms and conditions herein set out, for such price as shall be agreed between the Company and the Buyer.

3. Delivery

- 3.1 Unless otherwise specified in writing, "delivery" in these Conditions shall mean the time of delivery of the Goods to the place specified by the Buyer and agreed by the Company in writing.
- 3.2 Any time quoted for the delivery shall run from the date of acceptance by the Company of a written order to proceed with the supply of the Goods and all other necessary information.
- 3.3 Any dates given by the Company for delivery are forecasts and shall not be binding on the Company, nor shall such delivery dates be of the essence of the Contract. The Company shall not be liable for any loss, damage or expense arising directly or indirectly from any delay or failure howsoever caused. In the event of late or non delivery to the buyer by a manufacturer or supplier who is providing the Goods for the Company, the Buyer should notify the Company in writing within three days of the intended delivery date. The Company shall use all reasonable endeavours to ensure that the Goods shall be delivered to the Buyer as soon as possible but shall have no liability for default caused by the manufacturer or supplier.
- 3.4 If the performance of the Contract shall be delayed due to circumstances or conditions beyond the control of the Company, the obligations on the Company shall be suspended for as long as such circumstances shall prevail.
- 3.5 In the event of non acceptance of the Goods by the Buyer on delivery in accordance with clause 3.1 hereof (other than rejection of the Goods in terms of clause 13.5 hereof), the Company reserves the right (a) to invoice the Buyer in full for the Contract price, notwithstanding that the Goods have not been delivered; and/or (b) to place any or all of the Goods in storage facilities as the Company shall deem appropriate, at the Buyer's expense. Thereafter, the Buyer shall arrange such other date and time as shall be acceptable to the Company and the Company shall deliver the Goods in accordance with such agreement at the Buyer's sole expense provided that any further non-acceptance of the Goods by the Buyer shall be dealt with in the same manner as is provided for in this clause 3.5.
- 3.6 Where the Company has given appropriate notice that Goods are ready for inspection and/or shipping, then if a delay occurs in inspecting and/or shipping through no fault of the Company, the Buyer will pay against invoice for the value of the Goods and services held awaiting inspection and/or shipping.

4. Passing of Risk

- 4.1 In all cases where delivery takes effect at the Company's premises, risk will pass on the earlier of delivery to (a) the Buyer or (b) the buyer's carrier or agent.
- 4.2 The Buyer shall insure the Goods for the period from which the risk in the Goods passes, as detailed above, until the passing of the title in the Goods to the Buyer, as detailed in clause 8 below in their full replacement value against all risks against which a prudent purchaser would insure such Goods and must, on demand, produce evidence of such insurance to the Company. The Buyer shall, until the price has been paid in full, hold the insurance policy and any proceeds thereunder in trust for the Company to the extent of the unpaid price. For the avoidance of doubt, the Company shall be under no duty to insure the Goods.

5. Payment

- 5.1 Payment of the price shall be made to the Company by the Buyer, without any deduction or set-off, not later than the end of the month following the month of dispatch. Time shall be the essence of such payment.
- 5.2 In the case of Goods manufactured, supplied, assembled and/or delivered and services rendered, in instalments or stages, payment in respect of each instalment or stage shall be made in accordance with the provisions of clause 5.1 supra in respect of the next stage or instalment.
- 5.3 In the case of a Buyer resident outside the United Kingdom, payment will, if so required by the Company, be made by confirmed irrevocable letter of credit, in a form agreed by the Company in writing, issued by a bank acceptable to the Company and lodged at a bank nominated by the Company not later than the date on which the Contract is entered into. The Company shall be entitled to payment under any such letter of credit on presentation to the bank of such letter of credit.
- 5.4 In all cases the Buyer will, without prejudice to the Company's whole other rights and remedies, pay interest to the Company at the rate of 4% per annum, above the base rate from time to time of the Clydesdale Bank plc on the whole amount of any late payment, calculated on a day to day basis until payment in full, whether or not after judgment.

6. Force Majeure

The Company shall have the right to cancel or delay deliveries or to reduce the quantity of Goods delivered and shall under no circumstances be responsible for failure or delay in performing or fulfilling the Contract or otherwise failing to implement its obligations to the Buyer if such failure or delay shall be due to any cause or circumstance beyond the control of the Company. Such cause or circumstance shall include but shall not be limited to, fire, flood, riot, terrorism, strike, freight embargoes or transport delays, shortage of labour, inability to procure or secure fuel, material, supplies or power at current prices or on account of shortages thereof, acts of God or of a public enemy, or any existing or future laws or acts of HM Government or the government of any other state or territory (including specifically but not exclusively any orders, rules or regulations issued by any official or agency of HM Government or of any other such government) affecting the conduct of the Company's business with which the Company, in its judgment and discretion, deems it advisable to comply as a legal duty. Subject to the foregoing, the occurrence of such circumstances or events shall not operate so as to affect or suspend any other rights or obligations of either party hereunder.

7. Shortages

- 7.1 In the event of inability for any reason to supply the total demand for Goods of the description specified in the Contract, the Company may allocate its available supply of such Goods among any or all purchasers of such Goods on such basis as the Company may deem fair and practical without liability for any failure of performance which may result therefrom. For the avoidance of doubt, nothing in these Conditions shall entitle the Buyer to reject Goods for short delivery.
- 7.2 Any quantity or weight of Goods referred to in a quotation or contract is an estimate only and the quantity of Goods delivered may vary by up to $\pm 5\%$ and the price payable shall vary accordingly.

8. Passing of Title

- 8.1 Title to any Goods supplied by the Company shall not pass to the Buyer until payment in full of the price therefore including default interest and all other moneys owed on any account whatsoever by the Buyer to the Company has been received by the Company in cleared funds. Until such payment, the Buyer shall have possession of the Goods as custodian for the Company and shall ensure that the Goods remain clearly identifiable as the property of the Company and in the Buyer's possession or control. If, prior to the passing of title therein, the Buyer shall process the Goods or mix them with or connect them to other Goods, ownership of the processed, mixed or connected Goods shall forthwith vest in the Company and shall remain so vested until such time as the purchase price is paid in full.
- 8.2 The Company reserves the right to repossess any Goods in respect of which payment is overdue and thereafter to resell the same. For this purpose the Buyer grants an irrevocable licence to the Company, its servants and agents to enter upon all or any of the premises with or without vehicles during normal business hours. This right will continue to subsist notwithstanding termination of the Contract for any reason and is without prejudice to any other rights of the Company.
- 8.3 If the Buyer is situated outwith Scotland, the proceeds of any sale by the Buyer to a third party shall be held by the Buyer in trust for the Company and the Company shall be entitled to trace and recover such proceeds in the hands of the Buyer or any Trustee, Receiver or Liquidator of the Buyer.

9. Health & Safety

The Buyer shall ensure that all Goods supplied by the Company shall be used (and shall ensure that all its agents and employees so use the Goods) strictly in accordance with any relevant information, instructions or advice which the Company may make available with or in connection with the Goods. The Buyer shall use its best endeavours to ensure that any Goods supplied by it to its customers are accompanied by the same.

10. Buyer's Premises

- 10.1 Where the Contract provides that any Goods and/or services are to be provided by the Company at the premises of the Buyer, the Buyer shall ensure that:-
- the site at which such services are to be provided is accessible and is fully prepared in accordance with any direction given by the Company
 - unimpeded access shall be afforded to the site during normal business hours to the Company's employees and agents concerned in the performance of the services
 - all reasonable facilities and assistance shall be afforded to the Company's employees and agents concerned in the performance of the services and/or delivery of the Goods
 - necessary main services will be made available without charge
- If performance of any services by the company is hindered or delayed by any reason of the Buyer's breach of any one or more of the above conditions or by failure to provide any necessary drawings, designs, or other information agreed to be provided by the Buyer or by any other reason not being the fault of the Company, the Company may, without prejudice to its other rights, charge the Buyer for any additional costs which result therefrom.
- 10.2 In the event of the Company being requested to perform any additional services at the Buyer's premises that are not obligatory, nor do they arise from any fault or negligence on the part of the Company, the Company reserves the right to charge the Buyer in respect of all costs incurred by the Company in performing these services.

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11 Specifications

- 11.1 All descriptions, drawings, illustrations, particulars of weights and measures, standard performance figures, specifications or other descriptive matter (hereinafter in this clause 11 collectively called "specifications") contained in any advertisement, leaflet or other published material are given in good faith and are intended to give only a general indication of the Goods and services which the Company may supply and the Company shall not be liable in respect of any deviation therefrom. No oral statement or representation made at any time prior to the Contract shall be a term of the Contract.
- 11.2 All specifications, models and any other matter submitted with the quotations are confidential. They shall remain the property of the Company and must be returned on request.
- 11.3 All models or experimental equipment provided at the expense of the Company and used during the course of the work, remain the property of the Company unless otherwise specifically agreed in writing.
- 11.4 The Buyer shall determine the fitness for purpose of the Goods for Buyer's intended use and assume all risks and liability in connection therewith.

12 Third Party Information

The Company shall carry out work for the Buyer with due care but shall not be responsible for errors, omissions or other defects in any machines, parts, drawings, designs, specifications, test results, reports or other information arising out of information or Goods supplied to the Company and the Company shall be indemnified by the Buyer against any and all liabilities, expenses and additional costs incurred by the company resulting from any such errors, omissions or other defects. Where Goods are supplied to the Buyer's drawings, design or specification, the Buyer warrants that the manufacture, supply or sale by the Company shall not infringe any Patent, Registered Design or Copyright and shall indemnify the Company against any liability for any infringement and against all actions, proceedings, claims, costs, demands and expenses in relation thereto.

13 Liability

- 13.1 The Company shall not be liable to the Buyer:-
- (a) for defects in any Goods or services provided caused by the act, neglect or default of the Buyer or any third party
 - (b) for any defect in the quality, nature or condition of any Goods or services provided by the Company or in respect of any advice given by the Company in connection therewith where the Goods or services provided or advice given by the Company involves the design or supply of new and untested Goods or involves new or innovative technology
 - (c) for any other defects in Goods or services not falling within paragraph 1(b) of this clause unless notified to the Company within seven business days of delivery of the Goods or performance of the services as the case may be
 - (d) for any failure to install any Goods in accordance with the instructions of the Company and/or the manufacturer
- 13.2 The Company's aggregate liability in respect of any occurrence or series of occurrences to the Buyer, whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the Goods in respect of which the claim arises or services as determined by the net price invoices of the Company to the Buyer.
- 13.3 The Company's prices are determined on the basis of the limits of liability set out in this clause 13. The Buyer may, by written notice to the Company, request to agree a higher limit of liability provided insurance cover can be obtained therefore. The premiums in respect of insurance up to such higher limit shall be for the account of the Buyer.
- 13.4 Subject to the foregoing, nothing in these Conditions will exclude, restrict or limit any liability of the Company (in relation to the Goods and/or services to be provided by the Company) under the applicable law of any part of the United Kingdom in relation to the following:-
- (1) liability in respect of implied term contained in the appropriate Act
 - (2) liability in respect of
 - (a) death or personal injury or
 - (b) up to £1,000 for damage caused to the Buyer's property in respect of a particular contract, such liability being limited to the cost of repair or replacement of the damaged property resulting from negligence or breach of duty in terms of Section 1 and 25 (1) of the Unfair Contract Terms Act 1997
 - (3) any other liability to the extent that liability cannot be restricted or excluded in terms of any applicable law of any part of the United Kingdom.
- 13.5 In the event that the Company (acting reasonably) is of the opinion that all/part of Goods in relation to a particular contract contain defects whether in relation to materials, workmanship or otherwise and the defect(s) is not caused to any extent whatsoever by:-
- (a) deterioration necessarily resulting from the consignment of the Goods or
 - (b) while the Goods are at the Buyer's risk, by accident, neglect, improper storage or failure to follow instructions and the Buyer notifies the Company of such a defect within seven days of delivery, or such shorter period as is reasonable, having regard to the circumstances and nature of the defect and affords the Company reasonable opportunity to inspect and/or test the Goods, the Company may, if such a defect exists, repair and/or replace the defective Goods or waive or refund all or part of the price as the Company feels appropriate.
- 13.6 The Buyer shall not be entitled to withhold payment of any amount payable under the Contract to the Company because of any dispute claim of the Buyer in respect of faulty Goods or any other alleged breach of the Contract, nor shall the Buyer be entitled to set-off any amount payable under the Contract to the Company against any monies not then presently payable by the Company or for which the Company disputes liability.

14 Cancellation

No contract may be cancelled without the prior written consent of the Company. Where such consent is given it is an express condition thereof that the Company shall be reimbursed for all materials, labour costs and liabilities incurred by it for the purposes of that contract prior to cancellation together with a reasonable addition thereto in respect of the loss of profit.

15 Termination

The Company may, without prejudice to any of its other rights, stop any Goods in transit and/or suspend further deliveries and further provision of services and/or, by notice in writing to the Buyer, determine the Contract:-

- (a) if the Buyer enters into a Trust Deed for its or its creditors or a Deed of Arrangement or commits an act of bankruptcy or becomes insolvent or compounds with its creditors or
- (b) if (being a company) an order is made or a resolution is passed for the winding up of the Buyer or
- (c) if a Receiver is appointed over any of the Buyer's assets or undertaking
- (d) if the Buyer takes or suffers analogous action or proceeding under foreign law in consequence of debt or commits any breach of this or any other contract between the Company and the Buyer or
- (e) the Buyer fails to pay any sum on the due date or in any other manner whatsoever breaches that or any other contract with the Company

16 Assignment

The Buyer shall not be entitled, without prior written consent of the Company, to assign its rights under the Contract.

17 Confidentiality

All information and/or advice, whether written or oral, given by the Company to the Buyer shall not be disclosed to a third party without the prior written permission of the Company, save to the extent that:-

- (a) the information and/or advice is in the public domain otherwise than by virtue of a breach of this condition or
- (b) the disclosure is required by law, provided that the Buyer shall promptly give notice to the Company of such requirement and the Company may seek an appropriate remedy to prevent such disclosure. The Buyer undertakes to fully co-operate with the Company (at the Company's expense) if the Company elects the validity of such a requirement.

18 Intellectual Property

- 18.1 The Buyer shall have no rights to any intellectual property owned or licensed by the Company. The Buyer shall not allow any trade or service mark or any instruction or warning applied to the Goods to be obliterated or obscured.
- 18.2 All know-how, samples and other items relating to the Goods or their development or creation shall remain the Company's property, shall be treated as confidential and shall not be copied, reproduced or disclosed to any person without the Company's prior written consent.

19 Notices

Any notice required to be given by either the Company or the Buyer to the other shall be deemed validly served if served by:-

- (1) prepaid registered letter post to the address of the recipient given herein or such other address as may from time to time be modified in writing for this purpose or
- (2) personal delivery by hand or
- (3) (if appropriate) by facsimile during normal business hours

Any notice so served shall be deemed to have been served:-

- (a) in the case of (1) above, 48 hours after posting the same and
- (b) in the case of (2) above, upon delivery and
- (c) in the case of (3) above, when sent

In proving service, it shall be sufficient that the notice was properly addressed and posted, or that delivery took place, or that the fax message began and ended with the recipient's facsimile number and was properly transmitted (as the case may be)

20 General

- (1) Failure by the Company to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so far as to bar the exercise or enforcement thereof at any time hereafter
- (2) if any order for service or Goods is commissioned by two or more Buyers jointly, the obligations of those Buyers hereunder shall be joint and several.

- 21 The Contract, including without prejudice thereto, these Conditions shall in all respects be governed by and receive effect in accordance with the Law of Scotland and in so far as not already subject thereto, the Buyer submits to the non-exclusive jurisdiction of the Scottish Courts.