

Application for credit facilities.

distributors of all leading brands of engine components including

MAHLE[®]
ORIGINAL

IAPPEL
FORGED PISTONS

AIDO
ENGINE BEARINGS

BRIDGEWAY[™]

KING RACING
HIGH PERFORMANCE BEARINGS

MAHLE
motorsport


HEPOLITE

ARP
automotive *Racing* products

VICTOR REINZ[®]
Sealing Products

Section 1 – about your company

Full name of company / partnership / proprietor _____	
Trading name if different from above _____	
Is the business a (please ✓) <input type="checkbox"/> Limited Company? <input type="checkbox"/> PLC? <input type="checkbox"/> partnership / sole trader?	
Company registration number _____	VAT Number _____
Nature of business _____	How long trading _____
Approx annual turnover _____	No. of employees _____
Anticipated purchases per month _____	No. of outlets _____

Section 2 – company address details

Please provide name(s) and address(es) of proprietor / partners	
<u>OR</u> If Limited Company please give registered office.	
Name _____	Name _____
Address _____	Address _____
_____	_____
_____	_____

Invoice address	Delivery address
_____	_____
_____	_____
_____	_____
Post code _____	Post code _____
Tel No _____	Tel No _____
Fax No _____	Fax No _____

Section 3 – contact details

Purchasing contact	Accounts contact
Name _____	Name _____
Position _____	Position _____
Tel _____ Fax _____	Tel _____ Fax _____
Mobile _____	Mobile _____
E-mail _____	E-mail _____

Section 4 – bank & payment details

Method of payment (please ✓):	<input type="checkbox"/> cheque	<input type="checkbox"/> BACS	<input type="checkbox"/> credit card
Bank name _____	Address _____		
Sort code _____	_____		
Account number _____	_____		

Section 5 – trade references

Please provide details of two companies you hold accounts with.	
Company _____	Company _____
Address _____	Address _____
_____	_____
Tel _____	Tel _____
Fax _____	Fax _____
Email _____	Email _____

Section 6 - data protection

We may make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principle directors with a credit reference agency.

We will monitor and record information relating to your trade performance and such records will be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.

Section 7 - declaration

The information given above is, to the best of my knowledge, accurate and I understand false information given may lead to withdrawal of credit facilities. Without further notice I / We undertake to inform MAR Motorsport Ltd immediately and in writing of any changes relevant to information given in this application for credit facilities.

I / We understand and agree that all trading with MAR Motorsport Ltd will be on the basis of the company's terms and conditions of sale, a copy of which I / We acknowledge receipt of and understand that any variations will be notified in writing.

Signature _____ Name _____

Position _____ (state: director / partner / accountant etc) Date _____

MAR Motorsport Use Only

Account No _____ Region _____ Date _____

Authorised By _____ Date _____ Credit Limit _____



Terms and Conditions of Sale

distributors of all leading brands of engine components including

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MAR MOTORSPORT LTD

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

"Acknowledgement of Request" means MAR Motorsport Ltd's written acknowledgement of a request offering to supply the Goods to the Buyer upon these terms and conditions. "the Buyer" means the person, firm or company buying the Goods from MAR Motorsport Ltd.
"Contract" means the contract formed by the despatch of a Purchase Order signed by the Buyer or by MAR Motorsport Ltd's acceptance of a Telephone Order.
"the Goods" means the articles or things forming the subject matter of the Contract between MAR Motorsport Ltd and the Buyer.
"Purchase Order" means the Buyer's written acceptance of MAR Motorsport Ltd's Acknowledgement of Request.
"Request" means the Buyer's request to MAR Motorsport Ltd to purchase the Goods.
"Fax/Telephone Order" means the Buyer's fax/telephone instructions to MAR Motorsport Ltd to purchase the Goods upon these terms and conditions.
"MAR Motorsport Ltd" means MAR Motorsport Ltd. - Company No. 1550410
"the parties" means the Buyer and MAR Motorsport Ltd.

2. EFFECT

No terms or conditions for the supply of Goods (whether contained in the Buyer's Request or Purchase Order or otherwise) shall be binding on MAR Motorsport Ltd other than those set herein or contained in a document expressed to be supplemental hereto and signed on behalf of the Buyer and MAR Motorsport Ltd. All Goods sold or supplied by MAR Motorsport Ltd are done so solely upon these terms and conditions and shall override any other representations terms or conditions stipulated referred to or implied by the Buyer or MAR Motorsport Ltd whether in any other document or in any negotiations or discussions.

3. FORMATION OF CONTRACT

3.1 Upon receipt of a Request MAR Motorsport Ltd shall send to the Buyer an Acknowledgement of Request. If the Buyer wishes to accept an Acknowledgement of Request it shall sign and send to MAR Motorsport Ltd a Purchase Order within 30 days after the date of the Acknowledgement of Request.

3.2 A Request may also be made by fax or telephone in which event it shall be construed as a Fax/Telephone Order and may be accepted as such by MAR Motorsport Ltd.

3.3 A Contract shall exist between the Parties upon the Buyer signing and dispatching or otherwise providing MAR Motorsport Ltd with a Purchase Order in accordance with sub-clause 3.1 or upon MAR Motorsport Ltd's acceptance of a Fax/Telephone Order.

3.4 Requests from a prospective first time buyer must be accompanied by two trade references and bank details. Until credit clearance has been obtained such first time buyer may at MAR Motorsport UK Ltd's absolute discretion purchase goods up to a maximum value set by MAR Motorsport Ltd from time to time.

4. CATALOGUES

Catalogues, price lists and other advertising matter are only an indication of the type of goods offered and except as expressly provided in these terms and conditions no prices or other particulars contained in them shall be binding on MAR Motorsport Ltd.

5. VARIATION ON CONTRACT

Neither MAR Motorsport Ltd nor the Buyer shall be bound by any variation, waiver or addition to the Contract or these terms and conditions unless made in writing signed by or on behalf of the parties. MAR Motorsport Ltd reserves the right to make any change in the specification of the goods which are required to conform with any statutory requirements.

5.1. The Buyer has a right to dispose of the Goods (as between it and its customers only) as principal in the ordinary course of its business with such right being terminable by MAR Motorsport Ltd giving to the Buyer written notice at any time and being automatically terminated (without notice) upon the happening of any of the events referred to in clause 15.1.1. to 15.1.4 inclusive.

6. PRICE

Prices quoted are in accordance with the MAR Motorsport Ltd current price list or quotation and are exclusive of Value Added Tax.

7. PAYMENT

7.1 Unless otherwise agreed in writing payment shall be made in full (and without any withholding set off or counterclaim being made for any reason whatsoever) by the end of the calendar month next following the month in which each invoice is sent to the Buyer.

7.2 All payments are to be made on or before the due date as a condition precedent to future deliveries under this or any other contract.

7.3 On all unpaid overdue invoices MAR Motorsport Ltd may add and the Buyer shall upon demand pay interest on the amount outstanding the rate of current LIBOR plus 3 per cent calculated from day-to-day from the date upon which payment became due until actual payment whether before or after any Judgment of a Court.

7.4 For the avoidance of doubt the payment terms set out above or otherwise agreed shall be of the essence of the Contract.

8. DELIVERY

8.1 When the price quoted in the Contract includes delivery to the Buyer or when MAR Motorsport Ltd otherwise agrees to deliver the Goods to the Buyer, such carriage shall be by any method of transport at MAR Motorsport Ltd option and delivery shall take place when the Goods are loaded off MAR Motorsport Ltd's medium of transport at the address specified by the Buyer.

8.2 Where the Buyer undertakes to collect the Goods, delivery shall take place when the Goods are made available for collection by the Buyer at MAR Motorsport Ltd's premises.

8.3 Any dates, times or periods quoted by MAR Motorsport Ltd for delivery of the Goods are estimates only and MAR Motorsport Ltd shall not be liable for failure to meet such estimates or for any costs, losses, actual consequential or contingent charges or expenses incurred as a consequence of such failure and accordingly the Buyer shall not be entitled to refuse to accept Goods merely because of such failure.

8.4 Where the Goods are to be supplied by instalments each such instalment shall be deemed to be a separate Contract.

8.5 The Goods shall be at the Buyer's risk from the time of delivery or, if earlier, when they are placed at the Buyer's disposal.

8.6 MAR Motorsport Ltd shall not be liable in any way for any loss or damage arising directly or indirectly through or in consequence of delivery by late provision to MAR Motorsport Ltd of any information or instructions pertinent to the fulfilment of the Contract by MAR Motorsport Ltd or any other causes or circumstances whatsoever beyond the reasonable control of MAR Motorsport Ltd.

9. WARRANTY

9. If during proper use or application of the Goods by the Buyer a material defect shall be discovered within one year of the date of delivery and

9.1.1 the Buyer shall have notified MAR Motorsport Ltd in writing giving particulars of such alleged defect forthwith and in any event not later than 72 hours from discovery thereof; and

9.1.2 the Buyer shall have returned to MAR Motorsport Ltd at the Buyer's expense the defective Goods or a sample thereof for examination by MAR Motorsport Ltd; and

9.1.3 such defect shall be proved to the reasonable satisfaction of MAR Motorsport Ltd to have arisen from design defects, faulty materials or workmanship MAR Motorsport Ltd shall supply replacements of the Goods in question or at its option shall refund the Buyer or credit as MAR Motorsport Ltd may decide the invoice price of the defective Goods in question to the Buyer

9.2 The Goods are guaranteed to meet the warranty requirements of the manufacturers of the vehicles engines or parts in connection with which the Goods are designed to be employed.

9.3 In the event of loss or damage being occasioned to an engine or any part thereof consequent upon the proper use and application therein by the Buyer of Goods found by MAR Motorsport Ltd to be defective under the provisions of paragraph 9.1 of this Condition then if the Buyer shall within 14 days of such loss or damage occurring have satisfied MAR Motorsport Ltd in writing of the particulars of its claim in respect of loss or damage alleged to be a direct result of such defective Goods, MAR Motorsport Ltd shall as soon as reasonably practicable investigate the causes of such loss or damage and shall on being satisfied that such loss or damage is directly attributable to the malfunction of the Goods in question indemnify the Buyer against all costs, claims and expenses directly incurred in respect of such loss or damage.

10. LOSS, DAMAGE OR NON-DELIVERY

10.1 Where the Buyer undertakes to collect the Goods MAR Motorsport Ltd shall not in any circumstances be liable for any damage from whatever cause which arises while the Goods are so in transit.

10.2 Where MAR Motorsport Ltd undertakes carriage:

10.2.1 The Buyer shall advise MAR Motorsport Ltd in writing of any non-delivery of the whole or any part of any Purchase Order within seven working days of the date estimated for delivery; and

10.2.2 The Buyer shall advise MAR Motorsport Ltd in writing of any damage to Goods within three days of delivery and/or shall so advise any carrier within the time limited by such carrier's Conditions of Business or Carriage, or seven working days, whichever shall be the shorter period.

10.2.3 Goods delivered in a damaged condition must be signed for as such and retained for MAR Motorsport Ltd's inspection. Inspection will be carried out by MAR Motorsport Ltd within ten working days of receipt by MAR Motorsport Ltd of the delivery note duly signed. Where MAR Motorsport Ltd is satisfied that damage occurred prior to delivery to the Buyer MAR Motorsport Ltd may in its absolute discretion and in satisfaction of its entire liability to the Buyer replace free of charge any part of the Goods so damaged.

11. LIMITS OF LIABILITY

11.1 Save as set out in Conditions 9 and 10 above:-

11.1.1 The sale or supply of the Goods is strictly on the terms that the Buyer has satisfied himself as to their suitability. The Buyer acknowledges that all specifications and details in catalogues, quotations and acknowledgements of order or similar documents or any such information given by word of mouth and all forecasts of performances howsoever given are approximate only and do not form part of the contract between the Buyer and MAR Motorsport Ltd.

11.1.2 MAR Motorsport Ltd shall be under no liability nor shall the Buyer be entitled to any remedy by reason of the provisions of the Misrepresentation Act 1967.

11.2 The delivery to the Buyer of replacement Goods shall constitute fulfilment by MAR Motorsport Ltd of its obligations under the contract.

11.3 The liability of MAR Motorsport Ltd under this Condition applies only to defects appearing whilst the Goods are in proper use and in particular but without prejudice to the generality of the foregoing, MAR Motorsport Ltd shall not be liable in the case of defects arising from normal deterioration or improper or faulty handling by the Buyer or any other person on his behalf.



11.4 MAR Motorsport Ltd's liability if any under Conditions 9 and 10 above shall be accepted by the Buyer in lieu of any warranty or condition, whether express or implied by law, as to the quality or fitness for any particular purpose of the Goods and save as provided in the Contract MAR Motorsport Ltd shall not be under any liability to the Buyer whether in contact, tort or otherwise save for any defects in the Goods or for any damage, loss, death or injury (other than death or personal injury by MAR Motorsport Ltd negligence as defined in Section 1 of the Contract Terms Act 1977) resulting from such defects or from any work done in connection therewith and the Buyer shall indemnify MAR Motorsport Ltd against any claims in respect thereof. For the purpose of this paragraph MAR Motorsport Ltd contracts on its own behalf and on behalf of and as trustee for its contractors, employees and agents.

11.5 For the avoidance of doubt, except as provided by these Conditions, MAR Motorsport Ltd shall not be liable to the Buyer, whether by way of indemnity or by reason of breach of contract or of negligence or of breach of statutory duty, for any consequential contingent loss or special damages (which, without prejudice to the generality of the foregoing, shall include loss of use, whether complete or partial, of the Goods, or of profit or of any contract) that may be suffered by the Buyer.

11.6 These Terms and Conditions shall apply mutatis mutandis to any replacement Goods supplied by MAR Motorsport Ltd.

12. FAILURE BY THE BUYER

MAR Motorsport Ltd carries on business as a manufacturer or supplier or both of air, fuel, lubrication, hydraulic and other filters and systems and engine components and parts thereof both under licence and otherwise. If the Buyer cancels or purports to cancel the Purchase Order or any part thereof, or fails to take delivery of any Goods at the time agreed (if any), then the Buyer shall be liable (without prejudice to any other rights of MAR Motorsport Ltd) to indemnify MAR Motorsport Ltd against any loss, damage or claim resulting from such purported cancellation or failure to take delivery, including the payment of licence or other fees, the costs of any material, plant or tools used for the Purchase Order, the cost of labour and other overheads, and redundancy payments primarily attributed to such purported cancellation. For the avoidance of doubt if the Buyer shall fail to take or refuse to accept delivery of the Goods MAR Motorsport Ltd shall at all times thereafter and notwithstanding any intermediate period of storage have the right to sell, dispose of or otherwise deal with the Goods as it sees fit. If any such sale shall be made by MAR Motorsport Ltd all obligations upon it to supply the relevant Goods to the Buyer (subject as may be agreed in writing prior to any such sales) shall cease and determine without compensation to the Buyer. Upon sale of the Goods by MAR Motorsport Ltd (after deducting all storage and selling expenses) MAR Motorsport Ltd shall charge and the Buyer shall pay MAR Motorsport Ltd on demand the amount of any shortfall below the price under the Contract.

13. RETENTION OF TITLE

13.1 MAR Motorsport Ltd and the Buyer expressly agree for all purposes including Sections 17(1) and 19(1) Sale of Goods Act 1979 that until MAR Motorsport Ltd has been paid in full for the Goods comprised in this way or any other Contract between them, or until all other monies due from the Buyer to MAR Motorsport Ltd on any sum accounted for have been paid in full:-

13.1.1 legal and beneficial ownership of the Goods remain with MAR Motorsport Ltd;

13.1.2 MAR Motorsport Ltd may recover the Goods at any time from the Buyer if in its possession, if the amount outstanding from the Buyer to MAR Motorsport Ltd in respect of Goods supplied or any other amounts owed shall remain unpaid after the due date for payment has passed and for that purpose MAR Motorsport Ltd, its employees and agents in that behalf may enter upon any land or building upon or in which the Goods are situated,

13.1.3 each sub clause, 13.1.2 and 13.1.3 shall be construed and have effect as a separate clause and accordingly in the event of either of them being for any reason whatsoever unenforceable according to its terms, the other shall remain in full force and effect,

13.2 Until the Goods have been paid for in full the Buyer:

13.2.1 agrees to hold Goods in a fiduciary capacity for MAR Motorsport Ltd as trustee;

13.2.2 agrees to store the Goods in such a way that they are clearly identifiable as the property of MAR Motorsport Ltd and shall keep all labelling and packaging thereof intact.

13.3 Nothing in this clause shall confer any right on the Buyer to return Goods supplied thereunder or to refuse or delay payment thereof, unless otherwise agreed in writing.

14. ASSIGNMENT

The Contract is personal to the Buyer who shall not assign or charge in whole or in part the benefit of any of its rights thereunder without MAR Motorsport Ltd's prior written express consent and any consent may be subject to conditions as it may deem desirable.

15. TERMINATION

15.1 MAR Motorsport Ltd shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part any or every Contract between itself and the Buyer or to suspend any further deliveries under any or every Contract in any of the following events:

15.1.1 if any debt is due and payable by the Buyer to MAR Motorsport Ltd but is unpaid.

15.1.2 if the Buyer has failed to provide any letter of credit, bill of exchange or any other security required by the Contract provided that in such event the aforesaid rights of termination or suspension shall apply only in regard to the particular Contract in respect of which the Buyer shall have so failed;

15.1.3 if the Buyer has failed to take delivery of the Goods under any Contract otherwise in accordance with the Buyer's contractual rights;

15.1.4 if the Buyer becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up except where solely for the purpose of reconstruction or if a petition has been presented for an order for its winding up or for a Receiver (including an Administrative Receiver) or Administrator to be appointed or if any

such order or appointment is made or if, being an individual or partnership, the Buyer suspends payment of his or their debts in whole or in part or if an application has been made for an Interim Order or a petition has been presented for a Bankruptcy Order or if any such order is made or if the Buyer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under foreign law.

15.2 MAR Motorsport Ltd shall be entitled to exercise its aforesaid rights of terminations or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied and, in the event of any such suspension, MAR Motorsport Ltd shall be entitled as a condition of resuming delivery under any Contract to require prepayment of or such security as it may require for the payment of the price of any further delivery.

15.3 If MAR Motorsport Ltd terminates the Contract in accordance with this clause 15 then without prejudice to any other rights MAR Motorsport Ltd may have, it shall be entitled to retain any advance payment made by the Buyer and to apply same in or towards any claims it may have against the Buyer.

16. ORDERS

As long as they are placed before 2.30 p.m. orders, unless otherwise requested, will normally be dispatched on the same day as receipt and stock orders within a maximum of 24 hours. If possible, to help MAR Motorsport Ltd further speed up this process the Buyer should please quote its account number (which can be found on all invoices and statements) at the time of ordering.

17. RETURNS

Goods which have been supplied correctly to order can only be returned for credit with MAR Motorsport Ltd's prior written agreement. A minimum 10% handling charge will be made on all such returns unless otherwise agreed.

18. LEGAL REQUIREMENTS

18.1 The Buyer undertakes with MAR Motorsport Ltd:

18.1.1 that it will acquaint itself with the requirements of all relevant Government or statutory or other authorities, or their corporations relating to the Goods and to the applications to which the Goods are put;

18.1.2 that at all times whilst the Goods are in its possession or under its control it will comply with such requirements;

18.1.3 that it will ensure so far as practicable that any buyer of the Goods from it will also so acquaint itself with and will comply with the requirements of this clause 18;

18.1.4 that it will indemnify MAR Motorsport Ltd against any liability resulting from a breach of any such requirements as aforesaid.

18.2 The Buyer undertakes to MAR Motorsport Ltd that it will comply with MAR Motorsport Ltd's instructions relating to the Goods.

19. DATA PROTECTION

MAR Motorsport Ltd will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. MAR Motorsport Ltd may also make enquiries about the principal directors of the Buyer with a credit reference agency. MAR Motorsport Ltd will monitor and record information relating to the Buyer's trade performance and such records will be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.

20. INTELLECTUAL PROPERTY

No right or license is granted to the Buyer under any patent copyright, trade mark registered design or other intellectual or industrial property right except the right to use or to resell the Goods.

21. NOTICES

20.1 Notices and other documents to be sent by one party hereto to the other shall be made in writing and posted in a first class pre-paid envelope to the Buyer's or MAR Motorsport Ltd's principal place of business or failing those to the address at which the one party responsible believes the other to be carrying on business.

20.2 A notice shall be deemed to have been given forty-eight hours after posting (or ninety six hours after posting where the notice is sent from and/or addressed to an address outside the United Kingdom) and in proving such service it shall be sufficient to show that the envelope was properly addressed prepaid and put into the post.

22. LEGAL CONSTRUCTION

Failure by MAR Motorsport Ltd to enforce any of the Contract Terms and Conditions shall not be construed as a waiver of any of MAR Motorsport Ltd's rights thereunder. The validity, construction and performance of the Contract shall be governed by English Law and the Courts of England and Wales shall have non-exclusive jurisdiction over such matters.

23. SEVERANCE

These terms and conditions shall apply in full save that if any Act of Parliament or other statutory provision for the time being in force shall avoid or make unenforceable any of the provisions hereof these terms and conditions shall be deemed to apply with the exclusion of such of the provisions hereof which shall be so rendered void or unenforceable as aforesaid