

3 Wollaston Crescent, Burnt Mills, Basildon, SS13 1QD

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www.rudrauk.co.uk



RUDRA EXIM LTD

## NEW ACCOUNT APPLICATION FORM

Full Trading Name .....

Trading Address .....

City / Town ..... Postcode .....

Telephone ..... Mobile No. ....

Company Reg. No. .... E-mail .....

Name of Directors, Partners or Proprietors .....

.....

Registered office address .....

(If Different form trading address)

Bankers Address .....

Account Name .....

Sort Code ..... Account No. ....

Reference Trading Company Name .....

Address .....

Contact Name ..... Contact No. ....

The Signee must be an authorised Director / Partner and by signing the agreement, the parties agree to be bound by these terms and conditions stipulated here in.

I hereby confirm that the above information is true to the best of my knowledge

Full name .....

Position .....

Date [ ][ ] [ ][ ] [ ][ ][ ][ ]

Authorised Signature

Please provide copy of passport or Driving Licence and 2 Utility Bills



## RUDRA TERMS AND CONDITIONS

The company name as printed overleaf is hereinafter referred to as "the Vendor". The company, person or firm who purchases the Goods from the Vendor is hereinafter referred to as "the Purchaser". These Terms and Conditions (updated December 2021) apply to all the contracts for the supply/sale of goods by **Rudra Exim Ltd**, a company registered in England with company number 10300581 and whose registered office is at 3 Wollaston Crescent Burnt Mills, Basildon SS13 1QD, to the exclusion of any other terms. These terms and conditions are known as T&Cs.

### 1. ORDER

The Order constitutes an offer by the purchaser to purchase the Goods from the vendor in accordance with these Terms and Conditions.

- 1.1 An Order acknowledged in writing, electronically or verbally over phone will count as evidence of the Order.
- 1.2 The purchaser accepts that the vendor has not induced to buy any Goods from them and you accept that we have not made any statement or representation to you on which you have relied before buying the Goods from us.
- 1.3 The Vendor does not have to fulfil any order whilst any money due from the purchaser for previous orders remains outstanding.

### 2. DELIVERY

- 2.1 The Vendor shall ensure that; each delivery of the Goods is accompanied by a delivery note which shows the Order number, date of order, date of delivery, description and quantity of the Goods and signature.
- 2.2 We shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing.
- 2.3 Delivery of the Goods shall be completed on the unloading of the Goods at the Delivery Location or the Goods being placed in the purchaser's possession and control whichever happens first. Upon doing so the responsibility for and risks in the Goods passes to you.
- 2.4 The Goods delivered shall be checked by the purchaser in the presence of the driver. Claims for shortages, loss, damages, short dated (Less than 3 months expiry) or short deliveries must be notified in writing to: [info@rudrauk.co.uk](mailto:info@rudrauk.co.uk) within 24 hours of delivery, time being the essence.
- 2.5 Any delivery dates and times are approximate only. The vendor shall not be liable for any delay in delivery of the Goods however caused.
- 2.6 Where we can deliver using our own transport within the M25 and Greater London this will be free of delivery charges. For all other deliveries' charges will apply and be payable by you.
- 2.7 The purchaser shall prior to despatch of delivery, advise the vendor of any parking restrictions at the Purchaser's premises. If the vendor is forced to park in a restricted area to make a delivery, then the Purchaser shall indemnify the vendor for any parking charges.
- 2.8 Any person or company collecting Goods on the purchaser's behalf is doing so at your sole risk cost and expense and as your agent.

### 3. RISK:

- 3.1 All Goods delivered will carry a minimum of 3 months expiry date unless where the Goods sold to you are sold as short dated Goods. The risk in the Goods shall pass to you on delivery.
- 3.2 Title (ownership) to the Goods shall not pass to you until we receive payment in full for the Goods and all delivery charges where applicable.
- 3.3 If before title to the Goods passes to you, you become subject to any insolvency event, then, without limiting any other right or remedy:
  - a) your right to resell or use the Goods ceases immediately; and
  - b) we shall at any time:
    - i. requires you to deliver to us all Goods that have remained unsold.
    - ii. have the right to enter any of your premises to remove the Goods.

### 4. PRICES AND PAYMENT:

- 4.1 Goods shall be supplied by the vendor at prices agreed on the date of despatch.
- 4.2 The Price of the goods is exclusive of value added tax which shall be invoiced to the purchaser.
- 4.3 Prices for unfulfilled orders are valid for 48 hours from the date of the Order.
- 4.4 All Goods shall be paid for on delivery except where we have agreed payment terms in advance.
- 4.5 The Vendor reserves the right to charge interest on overdue sums at the rate of 3% per annum above Barclays base rate from time to time, plus any costs incurred in the recovery of overdue sums.  
The Purchaser shall pay the interest along with the overdue amount to the vendor.
- 4.6 Should any payment be refused or returned by the bank you will incur any bank charges plus admin fees. Further, we reserve the right to charge late payment interest at the statutory rates on all overdue balances.

### 5. LIMITATION OF LIABILITY

5.1 Nothing in these Conditions shall limit or exclude **Rudra Exim's** liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (iv) defective products under the Consumer Protection Act 1987; or (v) any matter in respect of which it would be unlawful for **Rudra Exim Ltd** to exclude or restrict liability.

### 6. DATA PROTECTION

- 6.1 Calls to us may be recorded.
- 6.2 You are consenting to us checking from time to time your credit rating or reference and obtaining reports from credit reference agencies on yourself. You are consenting to us holding, retaining, and using your personal data for any reasonable purpose including but not limited to marketing and promotional purposes.
- 6.3 You are consenting to us disclosing your personal data where we may be required by law to do so or where we are being requested by a Governmental body or similar authorities.

These Terms and conditions shall be governed by, and construed in accordance with English law. Disputes shall be referred to arbitration by one arbitrator appointed by the parties or in the absence of agreement by the President for the time being of the Chartered Institute of Arbitration UK.