



a BEUER REF company

Are you a refrigeration and/or air-conditioning engineer? Yes No

How many refrigeration and/or air conditioning engineers do you employ? 1 2 3-5 6-10 11-20 21-30 31+

Please indicate your primary business sector: Refrigeration Air Conditioning Electrical Heating

Name of Contact: _____

Company Name: _____

Main Trading Address: _____

Post Code: _____ Telephone: _____ Mobile: _____

Email Address: _____ Website: _____

Main Purchasing Contact Name: _____

Email Address: _____ Telephone: _____

Name of Bank: _____

Bank Address: _____

Post Code: _____ Sort Code: _____ Account No: _____

Directors or Partners: _____

Maximum Credit Level Required: _____

Date Registered as Limited Company: _____ Registration Number: _____

VAT Registration Number: _____

Name of Associated Companies (If Applicable): _____

Name of Parent Company (if applicable): _____

Address of Parent Company (if applicable): _____

Name & Address of 1st Trade Reference: _____

Name & Address of 2nd Trade Reference: _____

We hereby certify that we have read the terms of trading on the second page and agree to comply:

Print Name: _____ Signature: _____

Position: _____ Date: _____

To sign the form electronically using Adobe Reader, please click 'Fill & Sign' option within your PDF toolbar. Alternatively please print out the form, sign and email to denise@dwgeire.ie

FOR OFFICE USE Sales Name: _____ Classification: _____

1	PRICE	6.8.4	We will inform you if the goods are unrepairable. If you have not requested that the unrepairable goods be returned to you, you agree we can dispose of the goods (without any liability to you) on 28 days written notice.
1.1	No order submitted by you shall be deemed to be accepted by us unless and until confirmed in writing by us or our authorised representative.	6.8.5	We will charge an inspection fee but will normally waive the fee if you instruct us to repair the goods in accordance with our quotation.
1.2	You shall be responsible to us for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by you, and for giving us any necessary information relating to the goods within a sufficient time to enable us to perform the contract in accordance with its terms.	6.9	We cannot accept liability in respect of any defect arising from fair wear and tear, wilful damage, misuse, abnormal working conditions, failure to follow our instructions or the guidelines for maintenance provided by us or the manufacturer, or the alteration or repair of the goods without our or the manufacturer's approval.
1.3	The price quoted excludes VAT (unless otherwise stated).VAT will be charged at the rate applying at the time of delivery.	6.10	We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent, including (as examples only): direct financial loss; loss of profits or loss of use; and indirect or consequential loss.
1.4	Our quotations lapse after 30 days (unless otherwise stated).	6.10.1	
1.5	If your order is for goods less than €15.00 you will be charged a minimum invoice charge of €15.00.	6.10.2	
1.6	The price quoted includes standard next day delivery in the Republic of Ireland by a method of transport selected by us if the value of the goods ordered is €50.00 or more (unless otherwise stated.)	6.11	Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to €750,000.
1.7	The price quoted excludes express delivery or delivery within the Republic of Ireland by a method requested by you which is not usually used by us.	6.12	For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
1.8	The price quoted excludes returnable cylinders. The cost of returnable cylinders will be charged at the price current at the time of delivery unless they are returned to us in good condition and within 30 days of receipt. The supply of returnable cylinders is subject to our standard conditions from time to time in force.	6.13	Nothing in these terms excludes or limits our liability: a. for death or personal injury resulting from negligence; b. under the Consumer Protection Act Ireland 2007; c. for any matter which it would be illegal for us to exclude or attempt to exclude its liability; d. for fraud or fraudulent misrepresentation.
1.9	Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery.	6.14	Our employees or agents are not authorised to make any representations concerning the goods unless confirmed by us in writing. In entering into the contract you acknowledge that you do not rely on any such representations which are not so confirmed, subject to the provisions of clause 6.13(d)
1.10	Rates of tax and duties on the goods will be those applying at the time of delivery.	6.15	Any advice or recommendations given by us or our employees or agents to you or your employees or agents as to storage, application or use of the goods which is not confirmed in writing by us is followed entirely at your own risk and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.
1.11	At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.	6.16	Subject as expressly provided in these terms, and except where the goods are sold to a person dealing as a consumer (within the meaning of the EU Unfair Contract Terms in Consumer Contracts Regulation 1995), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
2	DELIVERY	6.17	The warranty is not transferable.
2.1	All delivery times quoted are estimates only.	7	SPECIFICATIONS
2.2	If we fail to deliver within a reasonable time after the quoted delivery time, you may (by informing us in writing) cancel the contract, however:	7.1	If we prepare the goods in accordance with your specifications or instructions you must ensure that:
2.2.1	you may not cancel if we receive your notice after the goods have been dispatched; and	7.1.1	the specifications or instructions are accurate;
2.2.2	if you cancel the contract, you can have no further claim against us under that contract.	7.1.2	goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
2.3	If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).	7.1.3	your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
2.4	We may deliver the goods in instalments. Each instalment is treated as a separate contract.	7.2	We reserve the right;
2.5	We may decline to deliver if:	7.2.1	to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and
2.5.1	we believe that it would be unsafe, unlawful or unreasonably difficult to do so;	7.2.2	to make without notice any minor modifications in our specifications we think necessary or desirable.
2.5.2	the premises (or the access to them) are unsuitable for our vehicle or our carrier's vehicle; or	7.3	We shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by you.
2.5.3	you do not ensure that there is responsible person available to receive the goods within a reasonable time of our arrival or our carrier's arrival.	8	RETURN OF GOODS
3	RISK	8.1	We will accept the return of goods from you only:
3.1	The goods are at your risk from the time of delivery.	8.1.1	by prior arrangement (confirmed in writing);
3.2	Delivery takes place either:	8.1.2	on payment of an agreed handling charge (unless the goods were defective when delivered) and
3.2.1	at our premises (if you are collecting them or arranging carriage); or	8.1.3	where the goods and packaging are as fit for sale on their return as they were on delivery.
3.2.2	at your premises or address specified by you (if we are arranging carriage).	9	EXPORT TERMS
3.3	You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within five days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.	9.1	Clause 9 of these terms applies (except to the extent that it is inconsistent with any written agreement between us) where we supply the goods over an international border or overseas.
4	PAYMENT TERMS	9.2	The "Incoterms" of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail over the Incoterms to the extent that there is any inconsistency.
4.1	You are to pay us in cash or in cleared funds on delivery, unless you have an approved credit account.	9.3	Unless otherwise agreed, the goods are supplied ex works our place of business.
4.2	If you have an approved credit account, payment is due no later than 30 days after the date of our invoice unless otherwise agreed in writing.	9.4	Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under the Sale of Goods and Supply of Services Act 1980.
4.3	If you fail to pay us in full on the due date we may:	9.5	You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed).We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.
4.3.1	suspend or cancel future deliveries;	9.6	9.6 We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (as per the EU Unfair Contract Terms in Consumer Contracts Regulation 1995).
4.3.2	cancel any discount offered to you;	10	CANCELLATION
4.3.3	charge you interest at the rate set under s.6 of the European Communities (Late payment in commercial transactions) Regulations 2012	10.1	You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 10.2 then apply).
4.3.4	a. calculated (on a daily basis) from the date of our invoice until payment; b. before and after any judgment (unless a court orders otherwise);	10.2	If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
4.3.5	claim fixed sum compensation from you to cover our credit control overhead costs; and	10.3	We may suspend or cancel the order, by written notice if:
4.4	recover the cost of taking legal action to make you pay.	10.3.1	you fail to pay us any money when due (under the order or otherwise);
4.5	If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.	10.3.2	you become insolvent;
4.6	You do not have the right to set off any money you may claim from us against anything you may owe us.	10.3.3	you fail to honour your obligations under these terms.
4.7	While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (a lien).	11	WAIVER AND VARIATIONS
5	TITLE	11.1	Any waiver or variation of these terms is binding in honour only unless:
5.1	Until you pay all debts you may owe us:	11.1.1	made (or recorded) in writing;
5.1.1	all goods supplied by us remain our property;	11.1.2	signed on behalf of each party; and
5.1.2	you must store them so that they are clearly identifiable as our property;	11.1.3	expressly stating an intention to vary these terms.
5.1.3	you must insure them(against the risks for which a prudent owner would insure them) and hold the policy on trust for us;	11.2	All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
5.1.4	you may use those goods and sell them in the ordinary course of your business, but not if: a. we revoke that right (by informing you in writing); or b. you become insolvent.	12	FORCE MAJEURE
5.2	You must inform us (in writing) immediately if you become insolvent.	12.1	If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability. Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
5.3	If your right to use and sell the goods ends you must allow us to remove the goods.	12.2	
5.4	We have your permission to enter any premises where the goods may be stored:	13	GENERAL
5.4.1	at any time, to inspect them; and	13.1	Irish law is applicable to any contract made under these terms.
5.4.2	after your right to use and sell them has ended, to remove them, using reasonable force if necessary.	13.2	The Irish courts have nonexclusive jurisdiction.
5.5	Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.	13.3	If you are more than one person, each of you is liable for all of your obligations under these terms (joint and several liability).
5.6	You are not our agent. You have no authority to make any contract on our behalf or in our name.	13.4	If any of these terms are unenforceable as drafted:
6	WARRANTIES	13.4.1	it will not affect the enforceability of any other of these terms; and
6.1	We warrant that the goods:	13.4.2	if it would be enforceable if amended, it will be treated as so amended.
6.1.1	comply with their description on our acknowledgement of order form; and	13.5	We may treat you as insolvent if:
6.1.2	are free from material defect at the time of delivery (as long as you comply with clause 6.3).	13.5.1	you are unable to pay your debts as they fall due; or
6.2	We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.	13.5.2	you (or any item of your property) becomes the subject of: a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy); b. any application or proposal for any formal insolvency procedure; or c. any application, procedure or proposal overseas with similar effect or purpose.
6.3	If you believe that we have delivered goods which are defective in material or workmanship, you must:	13.6	All brochures, catalogues, technical literature and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
6.3.1	inform us (in writing), with full details, within 7 days of becoming aware of the failure;	13.7	Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
6.3.2	allow us and the manufacturer to investigate (we may need access to your premises and product samples). We may request that you return the goods to us for inspection at your own expense.	13.8	The only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or whom you reasonably believe to be) our authorised representative and either: a. are contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or b. expressly state that you may rely on them when entering into the contract.
6.4	We may issue replacement goods to you while we investigate your claim. If so, you must:	13.8.1	
6.4.1	pay the price in full of the replacement goods to us; and	13.8.2	
6.4.2	pay the full price of the original goods to us (and accept their return) if , on investigation, they are not found to be defective.		
6.5	If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 6.3) in full, we will (at our option) repair the goods, replace the goods or refund the price subject to clause 6.6 below. As we are not the manufacturer of the goods, our liability is limited to the balance of any benefit that we may receive under any manufacturer warranty or guarantee of the goods.		
6.7	Where goods are returned to us for repair or inspection under warranty:		
6.7.1	you will pay the cost of sending the goods to us for repair or inspection;		
6.7.2	you must enclose with the returned goods a properly completed warranty claim form or a site report form (if applicable);		
6.7.3	we will pay to return the repaired or replaced goods to you if the address is within the Republic of Ireland		
6.7.4	you must ensure that the returned goods shall be free of external equipment and that any openings are effectively sealed against ingress of foreign matter;		
6.7.5	if you are returning compressors you must ensure that they are fitted with the appropriate electrical equipment; and		
6.7.6	you must return the goods to us within 21 days of the fault occurring.		
6.8	Where goods are returned to us for repair not under manufacturer warranty:		
6.8.1	The price quoted for the repair excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of the return of your repaired goods to you.		
6.8.2	Our quotations for repair lapse after 30 days (unless otherwise stated).		
6.8.3	The price quoted for repair excludes delivery of the goods to us and excludes delivery of the repaired goods back to you (unless otherwise stated)		