



LIMITED

GIVING CONSTRUCTION OUR SUPPORT

CREDIT APPLICATION FORM

LIMITED

Giving Construction Our Support

Tel: +44 (0)1885 490405 **Email:** sales@hydra-capsule.com

Fax: +44 (0)1885 490710 **Web:** www.hydra-capsule.com

- Hydraulic and Grout Flat Jacks
- Hydraulic Jacking and Monitoring
- Equipment Hire Fleet for All Products and Services
- Temporary Propping Contractors
- Post-Tensioning and Pre-stressing
- Structural & Site Monitoring Systems
- Grout Bags & Grouting Equipment Services
- Torque Tools, Bolting, Tensioning & Services

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COMPLETED FORMS SHOULD BE SUBMITTED
BY EMAIL TO: sales@hydra-capsule.com



COMPANY NAME:			
REGISTERED NUMBER:			
PLEASE TICK BELOW		Register Office Address:	Invoice / Correspondence Address:
PLC			
LIMITED			
PARTNERSHIP			
LLP			
SOLE TRADER			
TEL NO:		EMAIL ADDRESS FOR INVOICES / STATEMENTS / CORRESPONDENCE:	

Please tick your expected level of credit or annual spend	> £250,000	£100,000 - £250,000	£25,000 - £100,000	£10,000 - £25,000	£5,000 - £10,000	< £5,000

BANK & BUSINESS DETAILS			
BANK ADDRESS (incl. Postcode)		SORT CODE:	
		A/C NO:	
		TEL NO:	
PARTNERSHIPS AND SOLE TRADERS (Use as reference if Limited company) ONLY - Please provide details of the proprietor or each partner in the business, continue on separate supplemental sheet if required			
PROPRIETOR OR PARTNER 1 / REFERENCE (Full Name & Address)		DATE OF BIRTH:	
		TEL NO:	
		EMAIL:	
PARTNER 2 / REFERENCE (Full Name & Address)		DATE OF BIRTH:	
		TEL NO:	
		EMAIL:	

In processing the Customer's application for credit facilities, Hydra Capsule may make enquiries of credit reference agencies and other third parties who may record those enquiries for both the Customer and the Customer's directors. Hydra Capsule may also disclose information about the conduct of the Customer's account to credit reference agencies and other third parties. New and current customers / clients may be subjected to deposits and/or credit/debit cards secured within Hydra Capsule's database for charging accordingly (weekly) at agreed dates and periods subject to credit facility.

WE NOTE YOUR TERMS AND CONDITIONS ON THE ATTACHED AND SIGN BELOW IN ACCEPTANCE. FALSE STATEMENTS OR OMISSIONS MAY RESULT IN CREDIT BEING REFUSED OR WITHDRAWN. PAYMENT TERMS ARE STRICTLY THIRTY (30) DAYS FROM DATE OF INVOICE.
(IF SIGNING ON BEHALF OF A LIMITED COMPANY, THIS FORM MUST BE SIGNED BY A DIRECTOR).

SIGNED

PRINT NAME

POSITION

DATE

HYDRA-CAPSULE LIMITED GENERAL TERMS AND CONDITIONS

These terms and conditions (Terms) and any supplemental documentation (e.g. final priced quotation (Quotation) or work specific documentation) provided by Hydra Capsule Limited to you (Contractor/ Customer), collectively referred to as the Agreement, contain the Terms that apply in relation to your order for and supply by Hydra Capsule of its equipment (Equipment) and related services (Services) specified in the Quotation. Full terms and conditions are available from our website www.hydra-capsule.com and are subject to our terms and conditions reference to our quotations submitted for contract services, hire and sales.

- 1. Entire Agreement:** The provisions in this Agreement constitute all of the terms and conditions between Hydra Capsule and Customer in relation to the Equipment and any related Services and exclude terms and conditions inconsistent with the terms and conditions contained in this Agreement. This Agreement may not be supplemented or amended by the use of any other document(s), except as otherwise agreed to in a written agreement signed by Hydra Capsule.
- 2. Delivery:** Delivery of the Equipment will be on the date and at a place agreed with the Customer. Hydra Capsule will notify the Customer when Equipment is ready for delivery. Delivery is deemed complete when the Equipment arrives at the place of delivery. If the Customer fails to take delivery, Hydra Capsule may arrange storage of the Equipment either at the Hydra Capsule's depot or elsewhere on behalf of the Customer. Hydra Capsule may charge any reasonable costs for the resulting insurance and storage. Equipment may need to be delivered in instalments depending on the type of Equipment. Any such delivery details will be agreed beforehand with the Customer. Where it has been agreed that Hydra Capsule should arrange transport of the Equipment to or from the Hydra Capsule's premises, Hydra Capsule is responsible for safe loading of the Equipment at Hydra Capsule premises and Customer is responsible for safe unloading and (for hire Equipment) reloading of the Equipment to be returned. Customer must notify Hydra Capsule whether it has suitable loading or unloading facility. Failure to do so may cause delay in delivery and Hydra Capsule may charge any reasonable costs resulting from an attempted delivery that could not be completed due to lack of suitable loading or unloading facility at Customer's site. Where the unloading of Equipment at the job site is delayed by the Customer (eg Hydra Capsule driver is kept waiting), Hydra Capsule may charge £85 to cover for first hour of delay and thereafter £100 for each additional hour of delay. Where Equipment is to be collected and/ or returned by Customer from and/ or to Hydra Capsule's depot, Hydra Capsule will load and unload the Equipment onto and from the delivery vehicle (respectively) at its premises but the Customer is responsible for ensuring that Equipment remains safely loaded on the vehicle during transit and that it is not damaged; further, Customer is responsible for all unloading activity at the site and reloading at the time of the return of Equipment.
- 3. Risk and Ownership:** The Equipment is at the risk of the Customer from completion of delivery. Where the Equipment is hired, risk in the Equipment will pass back to Hydra Capsule at such time as the Equipment is returned to Hydra Capsule. Where the Equipment is sold, ownership of the Equipment passes to the Customer upon receipt of full payment by Hydra Capsule of all sums due to it in respect of the Equipment. Where the Equipment is hired, the Equipment at all times remains the property of Hydra Capsule, and the Customer has no right or title in the Equipment, save the right to possession and use of the Equipment subject to the Terms. From completion of delivery until ownership of the Equipment has passed to the Customer or the end of the hire period (as applicable), the Customer will hold the Equipment as Hydra Capsule's bailee on a fiduciary basis and maintain the Equipment in good condition.
- 4. Use of Equipment:** Customer is solely responsible for the assembly, installation (unless Hydra Capsule has quoted to carry out the contract installation), maintenance, use, and where applicable removal and dismantling of the Equipment in conformity with industry-standard safe practice, applicable laws and as detailed in the job-specific drawings and/or printed literature issued by Hydra Capsule. In order to assure proper fit and safety, Customer is not to intermingle, connect or use the Equipment with components not specifically supplied by Hydra Capsule under this Agreement except as specifically required for the safe and correct use of the Equipment.
- 5. Suitability of Equipment:** It's the Customer's responsibility to ascertain the stability of ground conditions and soil types and accordingly, to determine the type of Equipment appropriate for its project. Any advice for the use of the Equipment, any assumptions to be made by Hydra Capsule or any related configuration given by Hydra Capsule is based solely upon the loadings and statistical information given by the Customer. No attempt is, or can be, made by Hydra Capsule to check the validity of Customer information or ascertain what further factors should be taken into account and, accordingly, the configurations are suggested by Hydra Capsule as guidelines only. Where Hydra Capsule makes certain assumptions based on Customer information (eg design brief) such assumptions will be set out in Hydra Capsule's Quotation documentation. It is Customer's responsibility to ensure that any information that it has provided to Hydra Capsule has been correctly interpreted by Hydra Capsule and that any assumptions made by Hydra Capsule are valid. Where the proposed Equipment design scheme imposes loads onto an existing structure then it is solely the Customer's responsibility to check that the structure is capable of sustaining those loads. Hydra Capsule is not responsible where the proposed Equipment design scheme proves unsuitable due to the existing structure being incapable of sustaining the imposed loads.
- 6. Return:** Where the Equipment is for hire, upon completion of Customer's use of the Equipment, it is to be returned to Hydra Capsule complete and in the same condition as it was delivered, although, ordinary wear and tear is excepted. Customer will reimburse Hydra Capsule in full for any whole or part of the Equipment that is lost or damaged (excepting ordinary wear and tear), including for eg, the cost of repairing or replacing the lost or damaged Equipment, together with a sum equal to the rent applicable to such Equipment calculated from the end of the hire period until the compensation for the lost or damaged Equipment is received by Hydra Capsule.
- 7. Services:** Where agreed in the Quotation, or otherwise in writing by the parties, Hydra Capsule will assemble, install, and where applicable remove and dismantle the Equipment at the agreed premises. The Customer will procure that a duly authorised representative of the Customer is present at any installation and/or removal of the Equipment to sign any paperwork reasonably required by Hydra Capsule to evidence the installation and/or removal of the Equipment. If Hydra Capsule provides the services of an Equipment advisor (Equipment Advisor) at the job site, Equipment Advisor's role is limited to providing Customer's specifically-designated representative assistance regarding proper assembly, installation and use of the Equipment, using the instructions provided with the Equipment and any job-specific design drawings issued by Hydra Capsule; the Equipment Advisor's assistance is not to be substituted for Customer's own expertise (and/or the expertise provided by any third party) concerning the safe and proper assembly, installation, maintenance, use, removal and dismantling of the Equipment.
- 8. Warranty:** Hydra Capsule warrants that the Equipment and any job-specific design drawings issued by Hydra Capsule will be substantially in accordance with the site conditions descriptions, specifications or set of specifications you (or any third party on your behalf) has supplied to Hydra Capsule regarding the intended use of the Equipment. Additionally, for sale Equipment, Hydra Capsule warrants that for a period of 12 months from delivery of the Equipment, it will be correct and free from defects in material and workmanship under normal operational and maintenance use. Hydra Capsule, subject to its rights to inspect any defects, will replace or repair at its own expense any Equipment wherein any defect arises due to breach of the foregoing warranty, provided that Customer returns the defective Equipment to Hydra Capsule. This is the exclusive remedy for a breach by Hydra Capsule of its warranty in relation to Equipment. In case of sale Equipment, this warranty applies during the above noted warranty period only. Hydra Capsule further warrants that any Services will be performed with reasonable skill and care. Hydra Capsule is not liable for and Customer assumes all risk of, inaccurate or unsuitable specifications, site conditions or information provided, selected or designated by Customer or any third party. In respect of any part or parts not manufactured by Hydra Capsule, it will insofar as it is entitled so to do give to the Customer the benefit of any warranty which may have

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been given to Hydra Capsule by the supplier of such part or parts in respect thereof. Where Hydra Capsule is selling used Equipment, the warranties in this Agreement do not apply and the Customer agrees that Equipment is sold by Hydra Capsule on an "as is" basis without warranty. Except as set out in this Agreement no other warranties (whether express or implied) apply.

9. Price and Payment: The price for the Equipment and/ or Services (Price) is set out in the Quotation or as otherwise agreed with the Customer in writing by Hydra Capsule. In addition to the Price, the Customer is to pay VAT which is added at the time of invoice. Unless otherwise specified in the Quotation, the Price is exclusive of all costs in relation to loading, unloading, installation or erection, transportation, all of which amounts are chargeable as extra. All payment are to be made in full in Pounds Sterling, without set off or retention, Where Equipment is hired, unless agreed otherwise in the Quotation and subject to prior approval of the Customer's credit application, Hydra Capsule may invoice the Customer for Equipment monthly in arrears for the duration of the hire period, except for early invoice for minimum hire period (noted below), which will be included in the first invoice. Customer must pay all the invoices in full within thirty (30) days of the date of invoice. Where Equipment is sold, unless agreed otherwise in the Quotation and subject to prior approval of the Customer's credit application, Hydra Capsule may invoice the Customer for Equipment on or at any time following completion of delivery and the payment is due within thirty (30) days of the date of invoice.

10. Hire Period: Minimum hire period for Equipment is one weeks Hire charge is computed from the date of first delivery and will continue until all Equipment is returned to a Hydra Capsule depot by the Customer or where Hydra Capsule is collecting, until all Equipment is ready for collection and Hydra Capsule is notified that all Equipment can be collected. Where only part Equipment is ready for collection at the time of collection by Hydra Capsule, the charges for the uncollected Equipment will continue to apply until such Equipment is made ready for collection by Hydra Capsule and Hydra Capsule is notified of its availability for collection.

11. Inspection: Unless Customer notifies full description of any defects in writing to Hydra Capsule at the time of delivery, Equipment is deemed to be in good order in accordance with the Terms. In order for Hydra Capsule representative(s) to inspect any defective Equipment, Customer will arrange timely and suitable access to the job site. Customer must not make any effort to repair any damaged or defective Equipment as any resulting damage will not be covered by Hydra Capsule's warranty to repair or replace the Equipment.

12. Customer's Responsibility: Customer has complete responsibility for the Equipment while it is in its possession. Customer is not to use Equipment in an unskilled manner or for any unsuitable purpose nor overload nor overwork the same. Customer is not to deface, remove or obscure any identifying mark or packaging on or relating to the Equipment. The hire Equipment should not be moved from one site to another, nor can the Equipment be loaned or leased to any third party or permanently fixed to any premises. Customer will insure the hire Equipment to its full value, against loss by fire, theft and other insurable hazards. Customer will protect and hold Hydra Capsule harmless from and against any losses and liabilities arising as a result of any cause of action brought against Hydra Capsule that relates to Customer's use of the Equipment.

13. Hydra Capsule's Responsibility: In addition to its warranty obligations, Hydra Capsule's maximum aggregate liability to the Customer under or in connection with the Agreement (howsoever arising) for all claims within a 12 months period) in no circumstances is to exceed Price paid by the Customer in the twelve months immediately preceding the claim. Hydra Capsule is not liable to the Customer for any indirect or consequential losses or loss of income, profits, business, reputation, savings, in each case howsoever arising. Nothing in this Agreement excludes or in any way limit Hydra Capsule's liability to the Customer for: (i) fraud; (ii) death or personal injury caused by its negligence; (iii) any liability to the extent the same may not be excluded or limited as a matter of law.

14. Force Majeure: Hydra Capsule cannot control and so is not liable for any for delays in delivery of the Equipment or Services caused any event beyond its reasonable control. In the event of any delay caused as aforesaid, the completion will be extended for a period equal to any such delay. If the delays continue beyond 4 weeks, the parties can terminate the Agreement by mutual agreement.

15. Hydra Capsule's Intellectual Property: All rights, including any copyright, design right or other intellectual property rights in or related to Equipment and any related specifications (eg, drawing, catalogues or other related information or material) belong to Hydra Capsule. Customer has a non-transferable, non-exclusive license to use the Equipment or any related specification provided by Hydra Capsule. Customer will not copy or disclose design of Hydra Capsule's Equipment or otherwise misuse any intellectual property of Hydra Capsule.

16. Cancellation: Hydra Capsule can cancel the Agreement, where Customer is in material breach of the Terms (including for eg non-payment) or fails to take delivery of Equipment, or if Hydra Capsule believes the Customer is in financial difficulty and is incapable of paying its debts. Upon cancellation, Hydra Capsule may exercise any one or more of the following remedies or any other remedy provided at law or in equity: (a) recovery of any unpaid amounts by the Customer, which amounts will become due and payable to Hydra Capsule immediately; (b) without notice or demand, Hydra Capsule may make entry and take possession of the hire Equipment or the sale Equipment to the extent it has not been paid for; and (c) any other legal or equitable remedies. Such of these Terms which are expressly or by implication are intended to come into or remain in force on or after the termination of the Agreement will remain in full force and effect.

17. Priority: In the event of any inconsistency between these Terms and any supplemental documentation forming part of the Agreement, the more stringent terms will prevail to the extent of the inconsistency.

18. General: This Agreement is non-assignable and no third party has any rights under it. Any notice under this Agreement should be given in writing delivered by first class recorded post to the registered address of either party. Notice is deemed delivered on the next business day from the date recorded on the postal receipt. The Agreement in all respects is subject to and construed in accordance with English law and the English courts have sole jurisdiction in all matters arising out of this Agreement.