

### New Supplier/Customer Proposal Form

Please fax this completed application form with all documents requested to +44(0)1732 760 501

**New Account Proposal Form– By filling this form you agree to our terms and conditions of sale, terms and conditions of buying and the declaration signed below.**

COMPANY NAME: \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

\_\_\_\_\_ POSTCODE: \_\_\_\_\_

STATEMENT & INVOICE ADDRESS (IF DIFFERENT FROM ABOVE): \_\_\_\_\_

\_\_\_\_\_ POSTCODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

FAX NO: \_\_\_\_\_ COMPANY EMAIL: \_\_\_\_\_

WEBSITE: \_\_\_\_\_ COMPANY REG NO: \_\_\_\_\_

VAT REG NO: \_\_\_\_\_ GOODS-IN TELEPHONE NO: \_\_\_\_\_

STATE IF COMPANY IS - (PLEASE TICK) (A) LIMITED COMPANY  
(B) PARTERSHIP  
(C) SOLE PROPRIERTORSHIP

State your company's line of business: \_\_\_\_\_

You must provide the following documents with this application:

1. Certificate of company incorporation.
2. Copy of relevant licenses to trade in pharmaceutical products.
3. Copy of company VAT registration certificate.
4. Copy of company letterhead.

**TRADE REFERENCES:**

1 NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ POSTCODE: \_\_\_\_\_

2 NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ POSTCODE: \_\_\_\_\_

Ambe Limited trading as Ambe Medical Group Unit C6 Upper floor Chaucer Business Park,  
Watery Lane, Kemsing, Kent TN15 6PL , UK. Tel: +44(0)1732 760 900, Fax: +44(0)1732 760 901

BANK DETAILS

NAME OF BANK _____			
ADDRESS OF BANK _____			
ACC NAME _____	SORT CODE _____	ACC NO _____	
IBAN _____		SWIFT/BIC CODE _____	
STATE CURRENCY _____			

**A company director or authorised representative must complete the section below:**

**Declaration**

I am authorised to sign and open an account with Ambe Ltd (trading as Ambe Medical Group) and declare that the information given on this account application is complete and accurate.

I confirm that I have read and accept the Terms and Conditions of Buying and Terms and Conditions of Sale below. I understand that these may be amended periodically. I understand that all orders will be placed on those terms (or any terms later adopted by Ambe Ltd.)

Signature:	Name: (Please Print)
Position:	Date:

Please allow up to 7 days for account opening.

FOR OFFICE USE ONLY	
ACCOUNT APPROVED	YES/NO (PLEASE CIRCLE)
IF YES: APPROVED BY: DATE OF APPROVAL: CREDIT LIMIT:	

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## **TERMS AND CONDITIONS OF SALE**

(Revised 04/05/10)

Acceptance by Ambe Limited trading as Ambe Medical Group, Unit C6 Upper floor, Chaucer Business Park, Watery Lane, Kemsing, Kent. TN15 6PL (hereinafter called the 'Company'), of any transaction placed by the customer (hereinafter called the 'Customer'), shall constitute a contract between the Company and the Customer upon and subject to the following terms and conditions. The Company shall be deemed to have accepted an order upon delivery of the goods in performance of the order. The Customer shall be deemed to have accepted the terms and conditions of the Company by placing and accepting delivery of the goods.

### **1. PRICES**

- a. Prices and delivery terms are without engagement and may be subject to variations without notice. In the event of a price increase due to either shortage in the market or manufacturers decision we will inform you in writing within 30 days of the increase. This in effect shall void any existing contracts with the Company for on going supply. Also in the event of a shortage we cannot be held responsible to supply.
- b. All goods are subject to Value Added Tax at the prevailing rate.

### **2. CARRIAGE**

A carriage charge of £10.00 will be charged on orders under £75 (ex vat) unless otherwise arranged.

### **3. PAYMENT TERMS**

- a. Unless otherwise agreed in writing by the Company to the Customer, then all invoices are liable for payment on date of delivery
- b. In the case of non-payment of the account by the due date, we will take appropriate action to recover all debts (Including all professional fees from the Customer)
- c. The Company reserves the right to charge the Customer our banker's interest rate for every month on the amount which remains overdue.
- d. The company reserves the right to offset any existing or future debts whatsoever incurred to the company by the customer against the value of any transactions between the company and the customer. This will also apply if the customer is in administration or insolvency, whether known or unknown by the company.

### **4. TITLE OF GOODS**

- a. Title of the Goods shall remain with the Company until payment of the goods has been received for the said goods.
- b. The Company will be entitled to take possession of unpaid goods if:
  - i. The Customer has failed to pay for the goods within agreed timescale.
  - ii. The Customer shall become insolvent or bankrupt.

### **5. RETURNS OF GOODS AND SHORTAGES**

Conditions for returns of goods, which are the subject of complaint, are as follows: -

- a. Any stock for return, for whatever reason, must be authorised by the Company in writing.
- b. Goods must be returned within 3 (three) days of receipt and be accompanied by a fully completed 'goods return form', detailing the reason for the return (If you do not have a goods return form an Ambe version is available at request). Proof of any damage must be provided with this form prior to the return of goods.
- c. Any shortages must be reported within 48 hours of receipt of the delivery. Goods returned by the customer, unless returned as damaged, must be returned in the same condition as when they left the company – if they are not then they shall be classed as 'defective' where the customer shall incur all costs of replacement.
- d. The Company will not accept return of refrigerated lines.
- e. If we are to collect the defective goods we will issue a 48 hours notice of intent to pick up. If the goods are not ready for collection, then the customer shall incur all costs for a re-collection.

### **6. NON-DELIVERY**

Non-delivery must be notified to the Company within 3 days of invoice date or advice of dispatch.  
A credit note will not be issued unless these criteria are met.

### **7. DATA PROTECTION**

We may transfer information about you to our bankers/financiers for the purposes of providing services for the following reasons:-

- a. Obtaining Credit Insurance
- b. Making Credit reference agency searches.
- c. Credit Control
- d. Assessment and analysis (including credit scoring, product and statistical analysis)
- e. Securitisation
- f. Protecting our interest

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## **TERMS AND CONDITIONS OF BUYING**

(Revised 04/05/10)

Acceptance by Ambe Limited trading as Ambe Medical Group, Unit C6 Upper floor, Chaucer Business Park, Watery Lane, Kemsing, Kent. TN15 6PL (hereinafter called the 'Company'), of any transaction with the supplier (hereinafter called the 'Supplier'), shall constitute a contract between the Company and the Supplier upon and subject to the following terms and conditions. The Supplier shall be deemed to have accepted these terms and conditions of the company by delivering the goods to the Company.

### 1. PRICES

- a. Prices and Delivery terms should be as per the Company Purchase order.
- b. No invoices will be paid unless the company purchase order number is displayed on the supplier invoice.

### 2. CARRIAGE

No carriage charge will be paid unless arranged on Company purchase order.

### 3. PAYMENT TERMS

- a. The company agrees to pay the supplier by the date agreed at the time of buying.
- b. The company reserves the right to offset any existing or future debts whatsoever incurred to the company by the supplier against the value of any transactions between the company and the supplier. This will also apply if the supplier is in administration or insolvency, whether known or unknown by the company.

### 4. TITLE OF GOODS

Title of the Goods shall remain with the Supplier until payment of the goods has been made to the Supplier in full for the said goods by the Company. (Excluding any discrepancies which may arise after delivery to the Company)

### 5. CRITERIA

All goods received by the Company must meet the following criteria:

- a. Goods must have a minimum shelf life of 18 Months (Unless Specified on the purchase order)
- b. All medical devices must be CE marked to current MDD regulations.
- c. All stock must be genuine and for free sale in the UK with no manufacturers restriction.
- d. The License holder or importer for UK sale must re-label all parallel imported stock in accordance with MHRA guidelines.
- e. Orders placed with Generic manufacturers must be 'Own Livery' packs only.

### 6. NON-DELIVERY

Any orders not received by the due date on the Company purchase order will be cancelled immediately without notice.

**The company reserves its right to refuse delivery outside this period.**

### 7. RETURNS OF DAMAGED GOODS

Damaged goods must be collected and replaced or credited within a reasonable time at suppliers cost.

**The Company reserves its right to withhold any payments due to discrepancies on the order until rectified.**

### 8. DEFECTIVE GOODS

Any goods received with "defects" will be returned at Suppliers cost.

### 9. RE-CALLED GOODS

Any goods received by the Company, which are subject to recall, will be sent back to the Supplier at Suppliers cost. In the event of payment already made to the Supplier by the Company, the Company shall Invoice the Supplier for the said goods and request immediate payment/refund.