



RICHARD AUSTIN ALLOYS (IRELAND) LTD
TEL: 01 8307964 FAX: 01 8603601 irelandsales@raaltd.com

CREDIT APPLICATION FORM

Section A

(To be completed by all applicants)

Full Trading Title:

Trading Address:

Invoice Address:
(if different from above)

How often approximately would you use an account? -

Nature of Business

Telephone No.

Fax No.

How Long Established (years)

Amount of Credit Requested:

(Richard Austin Alloys (Ireland) Ltd will notify you in writing following receipt of this application detailing the agreed credit facility (if any) which Richard Austin Alloys (Ireland) Ltd is prepared to offer)

Bankers' Name and Address:

Bank Account No:

Bank Sort Code:

Section B
(to be completed by limited companies only)

Company Name:

Registered Office Address:

Company Registration No:

VAT No:

Date Incorporated:

Issued & Paid Up Capital

Ultimate Holding Company
(if any)

Section C
(To be completed by sole traders/partnerships)
Please list names and positions of Directors & Managers

Name (1):

Position:

Home Address:

Telephone No:

Name (2)

Position:

Home Address:

Telephone No:

Name (3)

Position:

Home Address:

Telephone No:

Name (4)

Position:

Home Address:

Telephone No:

Section D
(To be completed by all applicants)

Please supply the names and addresses of three trade references to whom an approach may be made.

Name (1)

Address:

Fax No:

Email Address:

Name (2)

Address:

Fax No:

Email Address:

Name (3)

Address:

Fax No:

Email Address:

Credit Checks

Richard Austin Alloys (Ireland) Ltd (RAA) may, in relation to this application and at any point during the term of its trading relationship with you, carry out searches with credit reference agencies and/or fraud prevention agencies who may keep a record of that search and/or share that information with other organisations. RAA may also make enquiries about individual principal directors/partners/proprietors with such agencies.

Declaration & Directors Guarantee

I/We hereby request that RAA opens a credit account for the applicant detailed in section A.
I/We acknowledge and agree that all supplies of goods and services shall be sold by RAA subject to the RAA Conditions of Sale which are attached, further copies of which are also available on request. I/We further acknowledge and agree that the RAA Conditions of Sale form part of the contract between us.
I/We acknowledge and agree that credit facilities may be withdrawn without notice where I/We are in breach of the agreed payment terms and/or any other terms of the RAA Conditions of Sale.
I/We acknowledge and agree that RAA shall notify us in writing following receipt of this application detailing the amount of the agreed credit facility (if any) which RAA is prepared to offer.
I/We confirm that the undersigned is authorised to sign on behalf of the applicant detailed in section A in relation to this application.

SIGNED: DATE:

NAME: POSITION:



CUSTOMER NAME

In order for us to ensure that the correct documents are received by the responsible individuals within your organisation, could we ask that you provide the relevant email address for each document below:

Sales Quotations: -

Order Confirmations:-

Invoices/Credit notes:-

Statements:-



Richard Austin Alloys (Ireland) Limited
Conditions of Sale

The Customer's attention is particularly drawn to the provisions of clause 10.

1. INTERPRETATION

- 1.1 Definitions. In these Conditions, the following definitions apply:
Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in the Republic of Ireland are open for business.
Company: Richard Austin Alloys (Ireland) Limited registered in Ireland with registered address at c/o Bermingham & Co, Damastown Way, Damastown Industrial Park, Dublin 15 and with Company Number 571672.
Conditions: these terms and conditions as amended from time to time in accordance with clause 14.7.
Contract: the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Credit Application Form: the form completed upon commencement of a trading relationship by the Customer and the Company including the Customer details and applicable credit limit.
Customer: the person or firm who purchases the Goods and/or Services from the Company.
Delivery Location: has the meaning set out in clause 4.1.
Force Majeure Event: has the meaning given to it in 13.1.
Goods: the goods (or any part of them) set out in the Order.
Order Acknowledgement: the Company's written acknowledgement of an order (whether such order is made face to face, by fax, telephone, email or otherwise in writing) for Goods placed by the Customer.
Services: the services supplied by the Company to the Customer in accordance with these Conditions.
Specification: any specification for the Goods, (including relevant plans or drawings) that is agreed in writing by the Customer and the Company.
- 1.2 Construction. In these Conditions, the following rules apply:
1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. BASIS OF CONTRACT

- 2.1 An order from the Customer constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
2.2 An order shall only be deemed to be accepted when the Company issues a written Order Acknowledgement at which point and on which date the Contract shall come into existence.
2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.
2.4 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.6 Any quotation given by the Company shall not constitute an offer, and is only valid for the period of 24 hours from the time such quotation was sent or communicated to the Customer.
2.7 All of these Conditions shall apply to the supply of both Goods and Services except where otherwise specified.

3. GOODS

- 3.1 The Goods will be supplied to the Customer in accordance with any agreed Specification.
3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This clause 3.2 shall survive termination of the Contract.

4. DELIVERY OF GOODS

- 4.1 The Company shall deliver the Goods to such location as the parties may agree (Delivery Location) at any time after the Company notifies the Customer that the Goods are ready.
4.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
4.4 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide the Company with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
4.5 If the Customer fails to accept or take delivery of the Goods within 2 Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Customer's failure to comply with its obligations under the Contract in respect of the Goods:

- 4.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Customer that the Goods were ready; and
4.5.2 the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

- 4.6 If 10 Business Days after the Company notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of the Goods, the Company may resell or otherwise dispose of part or all of the Goods.
4.7 The Customer shall not be entitled to reject the Goods if the Company delivers up to and including 10 per cent more or less than the quantity of Goods ordered.
4.8 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS AND/OR SERVICES

- 5.1 The Company shall replace any Goods that do not conform with their description if the Customer gives notice in writing of the relevant defects:
5.1.1 in the case of a defect that is apparent on normal visual inspection, within 2 Business Days of delivery; and
5.1.2 in the case of a latent defect, within a reasonable time of the latent defect having become apparent and in any event, within three months of delivery.
5.2 If the Customer has not given notice of any defects in the Goods within the time period specified in clause 5.1, the Customer shall be deemed to have accepted the Goods.
5.3 The Company shall not be liable to replace any Goods pursuant to clause 5.1 if:
5.3.1 the Customer has failed to pay any sums due under the Contract to which the Goods in question relate;
5.3.2 the Customer makes any further use of such Goods after giving a notice to the Company;
5.3.3 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
5.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
5.3.5 the Goods are stored or used in an environment which is not suitable for the type of goods as notified by the Company, including any use or storage by the sea;
5.3.6 the Goods differ from their description or, where applicable, any Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

- 5.4 The Company shall use its reasonable endeavours to pass on to the Customer the benefit of any warranty it receives from the manufacturer of the Goods and/or any third party product that may be applied to the Goods as applicable.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
6.2 Title to the Goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for:
6.2.1 the Goods; and
6.2.2 any other goods that the Company has supplied to the Customer in respect of which payment has become due.
6.3 Until title to the Goods has passed to the Customer, the Customer shall:
6.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
6.3.5 notify the Company immediately if it becomes subject to any of the events listed in clause 11.2; and
6.3.6 give the Company such information relating to the Goods as the Company may require from time to time,
but the Customer may resell or use the Goods in the ordinary course of its business provided that:
6.3.7 any sale monies are held in trust for the Company, are not mixed with other money of the Customer or paid into an overdue account and are at all times identifiable as the Company's money;
6.3.8 the Customer is not in default of its payment obligations in respect of the Goods for a period in excess of 7 days; and/or
6.3.9 the Company has not notified the Customer that it revokes the right to resell or use the Goods because the Customer reasonably believes that the Customer is liable to become subject to any event listed in clause 11.2.

- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.2, or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer (without trespass) or of any third party where the Goods are stored in order to recover them.
6.5 Notwithstanding the provisions of this clause 6, the Customer agrees that for accounting, stock taking and taxation purposes, the Goods may be treated by the Company as the Customer's stock from completion of delivery. Accordingly the Company shall be under no obligation to insure such Goods and shall be entitled to treat such Goods as unavailable for sale to other Customers for stock control purposes.

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:
7.1.1 ensure that the terms of any order and (if submitted by the Customer) any Specification are complete and accurate;
7.1.2 co-operate with the Company in all matters relating to the Goods;
7.1.3 provide the Company with such information and materials as the Company may reasonably require to provide the Goods, and ensure that such information is accurate in all material respects;
7.1.4 where applicable, prepare the Customer's premises for the supply of the Services; and
7.1.5 obtain and maintain all necessary licences, access rights, permissions and consents which may be required for the provision of the Goods.
7.2 If the Company's performance of any of its obligations is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- 7.2.1 the Company shall without limiting its other rights or remedies have the right to suspend delivery of any Goods until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- 7.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- 7.2.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 8. CHARGES AND PAYMENT**
- 8.1 The price for the Goods and/or Services shall be the price set out in the Order Acknowledgement or, if no price is quoted, the price set out in the Company's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of special packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods and the Company waives its obligation under section 32 of the Sale of Goods Act 1983, as amended, as applicable.
- 8.2 The Company reserves the right to increase the price of the Goods by giving notice to the Customer at any time before delivery of the Goods, to reflect any increase that is due to:
- any factor beyond the control of the Company (including foreign exchange fluctuations, increases in the commodity price, taxes and duties, and increases in labour, materials and other manufacturing costs);
 - any request by the Customer to change the delivery date(s), quantities or types of Goods or (where applicable) the Specification; or
 - any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions in relation to the Contract.
- 8.3 The Company may invoice the Customer for the price of the Goods on or at any time after completion of delivery of the Goods
- 8.4 Unless otherwise agreed in writing by the Company, the Customer shall pay each invoice submitted by the Company:
- 8.4.1 within 30 days of the end of the month of the date of the invoice; and
- 8.4.2 in full and in cleared funds to a bank account nominated in writing by the Company,
- save where the Customer has completed a Credit Application Form and been accepted for a credit facility by the Company, in which case the applicable payment terms shall be as notified by the Company to the Customer in writing following receipt of the Credit Application Form.
- 8.5 Time for payment shall be of the essence of the Contract.
- 8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 8.7 If the customer fails to make any payment due to the Company under the contract by the due date for payment then the customer shall pay interest on the overdue amount at a rate of 4% per annum above the European Central Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Customer to the Company.
- 9. CONFIDENTIALITY**
- A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 9 shall survive termination of the Contract.
- 10. LIMITATION OF LIABILITY**
- 10.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 10.1.2 fraud or fraudulent misrepresentation;
 - 10.1.3 any other liability which cannot be excluded at law.
- 10.2 Subject to clause 10.1:
- 10.2.1 the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any special, indirect or consequential loss arising under or in connection with the Contract; and
 - 10.2.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods under the Contract the subject of the claim.
- 10.3 All other warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law. This clause 10 shall survive termination of the Contract.
- 11. TERMINATION**
- 11.1 Without limiting its other rights or remedies, the Company may:
- 11.1.1 terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment; and/or
 - 11.1.2 suspend all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 11.2 or the Company reasonably believes that the Customer is about to become subject to any of them,
- and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 11.2 For the purposes of clause 6 and clause 11.1.2 the relevant events are if the Customer suspends, or threatens to suspend, payment of its debts or substantially the whole of its business; goes into liquidation; becomes insolvent; makes a composition of its debts or arrangement with its creditors; makes a proposal for a voluntary arrangement for a composition of its debts; has possession taken on behalf of the holders of any debentures or holders secured by a floating charge; or has an administrator, receiver or similar officer appointed in respect of all or part of its undertaking (or is the subject of a filing with any court for the appointment of any such officer).
- 12. EXPORT SALES**
- 12.1 In the case of export sales, the price of the Goods may be secured by an irrevocable letter of credit satisfactory to the Company, established by the Customer in favour of the Company immediately upon receipt of the Company's acceptance of the Customer's order and confirmed by a Republic of Ireland bank acceptable to the Company. A letter of credit shall be for the full price inclusive of any tax or duty payable by the Customer and the Company shall be entitled to payment in full upon presentation to such Republic of Ireland bank of the documents specified by the company on its said acceptance.
- 13. FORCE MAJEURE**
- 13.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control (Force Majeure Event). In such circumstances the affected party shall, as soon as reasonably practicable, notify the other party of the nature and extent of the Force Majeure Event and use all reasonable endeavours to remove its effects and resume performance of the Contract as soon as feasible.
- 14. GENERAL**
- 14.1 **Assignment.** The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract. The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.2 **Notices.** Any notice or communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid registered post, recorded delivery or by commercial courier to the other party at the address set out in these Conditions, or as otherwise specified by the relevant party by notice in writing to the other party. Any notice shall be deemed to have been duly received if delivered personally, when left at the address or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action and all invoices may be sent by email to the address provided by the Customer in writing and shall be deemed received within 24 hours of the time of sending.
- 14.3 **Severance.** If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 14.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 14.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 14.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Company.
- 14.8 **Rights and Remedies.** The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights and remedies provided by law.
- 14.9 **Governing law and jurisdiction.** These Conditions and any dispute or claim arising out of or in connection with any Contract, these Conditions or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Republic of Ireland and each party irrevocably submits to the non-exclusive jurisdiction of Republic of Ireland.