BPX Credit Application Form

BPX, Ross Walk, Leicester, LE4 5HA Tel: (0116) 299 9100 Fax: (0116) 299 9201

Please return this form to BPX at the above address, along with a sheet of your headed paper

COMPANY DETAILS

Company Name: _____ Telephone No: _____

Full Trading Address: _____ Fax No: _____

_____ Invoice Address: _____

_____ _____

Company Reg. No: _____ _____

CONTACT DETAILS

Accounts Contact

Name: _____ Tel: _____ Email: _____

Purchasing Contact

Name: _____ Tel: _____ Email: _____

Engineering Contact

Name: _____ Tel: _____ Email: _____

DOCUMENT PREFERENCE

Statements: ☐ Post ☐ Fax ☐ Email to: _____

Invoices: ☐ Post ☐ Fax ☐ Email to: _____

Please help us to be eco-friendly and accept documents by email if possible.

TRADE REFERENCES

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

_____ _____

Tel No: _____ Tel No: _____

Fax No: _____ Fax No: _____

BANK DETAILS

Name of Bank: _____ Account No: _____

Address: _____ Credit Requested: £ _____

_____

_____

In connection with our wish to commence monthly credit trading with BPX Electro Mechanical Co. Ltd, we hereby agree that each contract will be carried out in accordance with the BPX Conditions of Sale, printed overleaf - which we have read and which we understand.

We hereby give permission for you to hold our details on file but only in accordance with current Data Protection legislation. In addition, we undertake to pay all invoices within 30 days from the end of the month in which the invoice is dated, and understand that payment within this period of time is a condition of the trading relationship.

We understand that failure to comply with any of the above will result in the immediate withdrawal of credit trading.

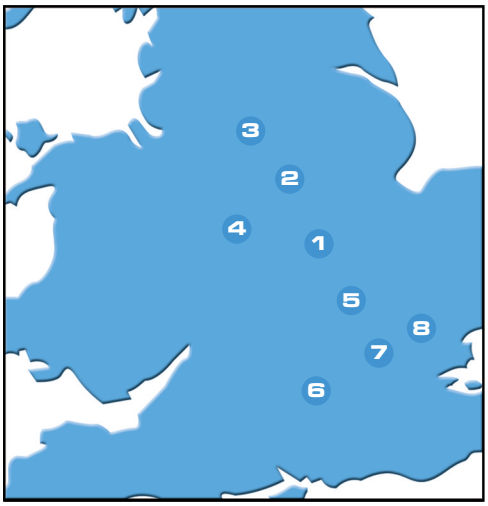
Date: _____ Signed: _____ Print Name: _____

On behalf of: _____

We may periodically send you information about our products and services which we believe to be of interest to you; if you do not wish us to do so, please tick the box. ☐

ABB
Adaptaflex
Baumer
Beta
Clynder
Cooper Bussmann
Craig & Derricott
Eldon
els Spelsberg
Finder
Harting
Hellermann Tyton
Hirschmann

BPX branch locations



1 Leicester (HQ) BPX Electro Mechanical Co. Ltd.
Tel: 0116 2999 100 | Fax: 0116 2999 201 | email: bpx@bpx.co.uk

2 Nottingham BPX Electro Mechanical Co. Ltd.
Tel: 0115 970 4531 | Fax: 0115 942 2240 | email:bpxnottingham@bpx.co.uk

3 Wakefield BPX Electro Mechanical Co. Ltd.
Tel: 01924 241 290 | Fax: 01924 241 291 | email: bpxyorks@bpx.co.uk

4 Newcastle-Under-Lyme BPX Electro Mechanical Co. Ltd.
Tel: 01782 564 400 | Fax: 01782 565 500 | email: bpxstaffs@bpx.co.uk

5 Northampton BPX Electro Mechanical Co. Ltd.
Tel: 01604 759 906 | Fax: 01604 759 916 | email: bpxnorthants@bpx.co.uk

6 Slough BPX Electro Mechanical Co. Ltd.
Tel: 01753 619 030 | Fax: 01753 825 418 | email: bpxslough@bpx.co.uk

7 Welwyn Garden City BPX Electro Mechanical Co. Ltd.
Tel: 01707 379 800 | Fax: 01707 327 982 | email: bpxherts@bpx.co.uk

8 Newmarket BPX Electro Mechanical Co. Ltd.
Tel: 01638 721 760 | Fax: 01638 722 750 | email: bpxanglia@bpx.co.uk

9 Manchester BPX Electro Mechanical Co. Ltd.
Tel: 0161 724 9715 | Fax: 0161 725 9280 | email: bpxmanchester@bpx.co.uk

www.bpx.co.uk

HMS
ILME
Lapp Group
Legrand
Lutze
Marechal Electric
Marelli Motori
Merlin Gerin
Mitsubishi Electric
Omron
Partex
Phoenix Contact
Pilz
PMA
Rittal
Salzer
Sarel
Schneider Electric
Sick
SMC
Socomec
Square D
Telemecanique
Texa
Tranilamp
Wago
Weidmuller
Werma
Westermo
Wieland

Customer

Credit Account Application

Form

welcome to BPX

For over 50 years BPX has built a reputation as a specialist, technical distributor of industrial control and factory automation products, from pushbuttons and isolators to sophisticated process control and computer solutions. Our continued success – we are told – comes from our commitment to product support and customer service.
We now number over 100 people and from our 10 branch locations throughout the UK provide a local service to our customers.

the automation & control specialists

who are BPX?

BPX Electro Mechanical Company – A technical distributor of electrical components.

Controls and Drives – Specialist in the field of automation products, services and support.

Leicester Switch and Control – Offering assembly and build services of electrical control systems.

Ranger Computer Systems – Providing IT products and innovative support services to industry and commerce.

999 Automation – The fast-growing, online, specialist automation product supplier with a worldwide customer base.

what do BPX do?

BPX Electro Mechanical Company is a specialist distributor of industrial control and automation products. We stock, sell, supply and support a portfolio of products that are used within control systems or on machinery, to make equipment or processes operate automatically and efficiently.

The products we sell are made by world-wide, market leading companies and we are proud of our close partnerships with manufacturers such as Schneider Electric, Omron and Mitsubishi for whom we are the largest UK distributor.

what can BPX offer?

Our product range aims to offer a solution to all electrical or pneumatic control and automation system requirements, from connectors to computers, from pushbuttons to PLC's. To achieve this we work with the acknowledged market leaders in their specialist fields from across the globe.

Our two largest suppliers and key partners are the companies, Schneider Electric and Mitsubishi Electric, each renowned in the industry for the innovative, high quality products they manufacture and each a large, multi-national company. Both provide a wide spectrum of control and automation products and can provide complete solutions to most control system applications from within their single brand.

In addition to these two key partners BPX has long-standing agreements to distribute complementary products from Omron Electronics, Phoenix Contact, Weidmuller, Pilz and SMC – each with an enviable reputation in their own product area.

To these major supplier partners we add a range of distributorships from over 40 other manufacturers, each of which has been selected for the high quality and capability of their product offering. Each year sees the addition of further ranges of product, adopting new technologies as they arrive and extending the range of solutions offered to our customers.

Services

on call

BPX is on-call to help customers choose and to use the right products. Our technical sales team and our technical support desk are a free of charge resource available to our customers during normal office hours.

Each of our sales and support staff are enrolled on programmes of continuous training to maintain a comprehensive knowledge of current technologies and products. We are fortunate to have many staff who have been in these roles for many years and their experience and product knowledge is invaluable in finding innovative and efficient solutions to the toughest of application questions.

Our on-call teams always welcome a challenge and are ever ready to test their knowledge against our customers' applications.

on site

BPX offers a professional on-site service provided by our field applications engineers, each of whom boasts many years of practical applications experience and extensive training. Where appropriate our applications team have been certified by the relevant manufacturer's accreditation programme.

BPX is able to undertake Applications Support pre and post-sale to ensure that your application is up and running with the minimum of fuss. This may be as commissioning support or programming advice, site surveying or trouble shooting. Our team of engineers is ready to assist when you need a helping hand.

Our applications team offers a full programme of standard training courses covering the use and application of automation products and a bespoke course service for those more unusual requirements.

on line

The BPX website and our internet pages provide our customers with alternative ways to source information and products. Whether placing an order, obtaining technical data, or just a price and delivery, the BPX website provides a variety of useful resources, online and all the time. But you can't build a control system from websites and so we are committed to ensuring that our internet sites are fully integrated with our branches, our telephone sales teams and our delivery systems.

www.bpx.co.uk provides a single location for all of your on-line control and automation requirements whilst our branch sites provide the same with a human touch.

on hand

BPX offers a range of services to provide exactly the right logistics solution for each customer. Our kitting service is very popular with many customers and our varied stock management and replenishment services are a good fit for customers with regular or repeated product usage.

Our pre-assembly and pre-working services build or adapt products and sub-assemblies to remove time and cost from our customers' processes.

The BPX aim is to ensure the right product is with our customers at the optimum time and at the minimum cost.

BPX TERMS AND CONDITIONS OF SALE

In these Terms and Conditions "the Seller" means BPX Electro Mechanical Co Ltd., and/or its associated companies "the Purchaser" means the person, firm or company at whose request goods are supplied by the Seller; and "goods" means any goods supplied to the Purchaser under the contract. These Terms and Conditions comprise the only terms and conditions upon which the Seller will do business with the Purchaser and shall prevail notwithstanding any printed or other conditions contained in any purchase order, acceptance of estimate or quotation proffered by the Purchaser or otherwise brought to the Seller's notice by the Purchaser. No other agreement, representation, promise, undertaking or understanding of any kind unless expressly accepted in writing by a Director on behalf of the Seller shall alter, vary, supersede or operate as a waiver of these Terms and Conditions. The headings are for convenience only and shall not affect the construction or interpretation of these Terms and Conditions.

1. Contract

The Purchaser's order to the Seller is an offer to enter into a contract upon these Terms and Conditions. Acceptance occurs and the contract is formed by the Sellers acceptance in any manner whatsoever of the Purchaser's order. A quotation by the Seller does not constitute an offer.

2. Prices

Unless otherwise agreed in writing orders for goods will be invoiced at the manufacturers U.K. prices ruling at date of despatch. Minimum invoice charge £5. No trade or preferential discounts will be given on orders of an invoice value less than £25.

3. Delivery

In all cases, delivery shall take place and risk shall pass upon the Purchaser collecting or upon the Seller delivering the goods to the premises of the Purchaser or to such other premises as may be nominated by the Purchaser for this purpose in writing. Delivery dates are estimates only and the Seller will not be liable to the Purchaser for any loss or damage sustained by the Purchaser as a result of the Seller's failure to comply with such delivery dates. The Purchaser shall not be entitled to refuse to accept late delivery or to treat late delivery as a breach of contract. The Seller may at its option deliver by instalments. Where goods are ready for delivery the Seller may agree to postpone delivery at the request of the Purchaser provided that the Purchaser pays the full price of the goods to the Seller immediately. The Seller may store the goods at its own premises or elsewhere at the Purchaser's sole risk and all storage insurance and transport costs in connection therewith shall be paid by the Purchaser. If the Seller does not agree to postpone delivery the Seller may at its option treat the contract as repudiated by the Purchaser in which event the Seller shall (without prejudice to any other rights or remedies in respect of such repudiation) be entitled to sell the goods and to retain the proceeds of sale.

4. Loss or Damage in Transit

(a) The Seller shall not be liable for any loss or damage to goods in transit unless:

(i) the Seller has agreed to effect delivery to a place other than the Seller's premises; and

(ii) the loss or damage occurs prior to arrival at the agreed delivery point; and either

(aa) written notice of the damage or shortage is given to the Seller within 3 days of arrival of the goods at the agreed delivery point and is followed by the submission by the Purchaser of a complete claim in writing within 4 days thereafter; or

(bb) in the case of total loss written notice of non-arrival is given to the carrier and the Seller within 10 days of the date on which the carrier arrived at the agreed delivery point or in the case of goods shipped by sea within 10 days of the date of issue of Invoice

(b) The seller's liability for goods lost or damaged in transit shall in all circumstances be limited to (at the Seller's option) the repair or replacement or crediting of the Purchaser with the invoice value of the goods in question.

5. Inspection

(a) The Purchaser shall inspect the goods immediately upon receipt and shall subject to paragraph (b) below be deemed to have accepted the goods as delivered.

(b) The Seller shall not be liable for defects or shortages discoverable on a reasonable inspection of the goods unless:

(i) The Purchaser notifies the Seller within 3 days of delivery of any alleged defect or non-conformity with the contract; and

(ii) The goods are preserved intact as delivered for a period of 14 days from notification of the claim within which time the Seller and/or any person nominated by the Seller shall have the right to attend at the Purchaser's premises or other nominated premises to investigate the Purchaser's complaint.

(c) The Seller shall make good any shortages and defects notified to it under paragraph (b) above and accepted by the Seller as soon as reasonably practicable but shall not be liable for any other loss whatsoever arising from such shortage or defects.

6. Guarantee

(a) Subject as expressly provided for herein all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law and the Seller shall have no liability to the Purchaser other than as expressly set out herein.

(b) The Purchaser acknowledges that the Seller is not the manufacturer of the Goods and that accordingly the Seller shall have no liability in relation to any defect in or failing of the Goods other than to use its reasonable endeavours to attempt to pass to the Purchaser the benefit of any guarantee given in respect of the Goods by their manufacturer.

(c) The Purchaser shall be deemed to have inspected and quantified the goods upon delivery and the Seller shall have no liability to the Purchaser in relation to short delivery of the goods which was apparent on inspection or which would have been apparent on reasonable inspection unless such short delivery is notified in accordance with Condition 5.

(d) The Purchaser shall be responsible for the cost of carriage and insurance in respect of all goods returned by the Purchaser to the Seller for service or credit which goods shall be at risk of the Purchaser until actual receipt thereof by the Seller. The Seller will not accept returned goods for credit or rectification unless such return has been authorised in writing by the Seller and the goods are received by the Seller in stock condition and the Seller reserves the right to determine at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof.

7. Payment

Subject to the provisions of condition 9 (f) below and to satisfactory trade, bank and other requisite references and where no other terms of payment have been specifically agreed in writing by the Seller cash payment of the price in full must be received by the Seller by the last day of the month following the month of invoice unless any sums due to the Seller from the Purchaser under any other contracts are outstanding in which event the price must be paid in full in cleared funds before delivery. Time for making payment shall be of the essence of the contract. Failure by the Purchaser to pay any sums owing to the Seller under this or any other contract will result in all indebtedness of the Purchaser to the Seller (whether pursuant to this contract or otherwise) becoming immediately due and payable and in addition entitles the Seller at its option (and without prejudice to any other right or remedy which the Seller may have in respect thereof) to withhold deliveries or to cancel this contract or the balance thereof. The Seller reserves the right at any time in its absolute discretion:

(a) To demand security for payment before continuing with an order or delivery of goods or any instalment; and/or

(b) If the Seller has reasonable doubts about the Purchaser's ability or willingness to pay on the due date to cancel the contract or to postpone delivery until payment is received. In addition and without prejudice to any other rights of the Seller late payment shall entitle the Seller at its option to charge interest on all overdue balances at the rate of 2 percent per annum above the base rate of Barclays Bank PLC from time to time in force and shall be calculated and accrue on a day to day basis from the date on which payment fell due until payment (whether made before or after judgment has been obtained by the Seller against the Purchaser). The Seller may at any time in its absolute discretion appropriate any payment made by the Purchaser in respect of goods to such outstanding debt as the Seller thinks fit notwithstanding any purported appropriation to the contrary by the Purchaser.

8. Force Majeure

The Seller shall not be liable to the Purchaser for any loss or damage caused by any delay in the performance or any non-performance of any of the Seller's obligations hereunder where the same is occasioned by any cause whatsoever beyond the Seller's control including but not limited to Acts of God, legislation, war, civil commotion, strike, lock-out, trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, fire, flood, drought or failure of power supply. Should any such event occur the Seller may cancel or suspend this contract in whole or in part or act in accordance with the provisions of condition 12 without incurring any liability to the Purchaser for any loss or damage thereby occasioned.

9. Retention of Title

(a) Until such time as the Seller shall have received payment in full of all sums owed to it on any account by the Purchaser (whether arising under this or any other contract) legal and beneficial title in and ownership of all goods supplied ("the Goods") shall remain in the Seller.

(b) The Purchaser shall at its risk and expense insure all Goods supplied by the Seller from the date of delivery for their full replacement value against all risks and keep all Goods safe and in good condition stored separately and clearly identifiable as the Seller's property with all identifying marks intact and legible.

(c) The Purchaser may use or sell the Goods or any of them in the ordinary course of its business on the basis that any proceeds of sale shall be held in trust by the Purchaser for the Seller absolutely. The Purchaser's rights under this condition shall be conditional upon the Purchaser including a retention of title condition substantially in the form of that contained at condition 9 (a) above in all contracts entered into by the Purchaser for the sale of the Goods or any of them.

(d) The Purchaser's rights under condition 9 (c) shall terminate:

(i) Immediately on notice from the Seller; or

(ii) Immediately and automatically on the presentation of a petition for the winding-up of the Purchaser or for the appointment of an administrator of its undertaking (whether it be a company or a partnership) or if the Purchaser is an individual on the presentation of a bankruptcy petition or an application for an interim order under Part VIII of the Insolvency Act 1986 or if the Purchaser has an administrator, receiver or administrative receiver appointed over any of its assets or undertaking or if the Purchaser resolves to or goes into voluntary liquidation (other than for the purposes of a bona fide reconstruction or amalgamation of a solvent company) or if the purchaser proposes or makes any voluntary arrangement with its creditors or if the purchaser ceases to carry on business or if the purchaser is unable to pay its debts (in the case of a company) within the meaning of Section 123 of the Insolvency Act 1986 or (in the case of an individual) Section 268 of the Insolvency Act 1986 or upon the happening of any equivalent event under the laws of any relevant jurisdiction.

(e) The Seller may at any time enter the premises of the Purchaser or of any third party where the Goods are stored for the purpose of inspecting the Goods and identifying them as the Seller's property and upon termination of the Purchaser's powers of use and sale under condition 9 (c) above may repossess them and the Purchaser irrevocably authorises the Seller to enter upon such premises for those purposes.

(f) Upon the termination of the Purchaser's powers of use and sale under condition 9 (c) above the price for all Goods delivered but not paid for in full shall become immediately due and payable notwithstanding the provisions of condition 7 above and in addition the Seller shall be entitled at its option (i) to cancel all or any part of any orders for goods placed with it by the Purchaser and not yet delivered (whether or not accepted or whether or not under the contract or any other contract) and/or (ii) to deal direct with any customers of the Purchaser in which case any proceeds of any sale to such customers shall belong to the Seller absolutely.

10. Limits of Liability

The guarantee and the remedies expressly set out shall be the full extent of the Sellers liability and will not in any event exceed the cost of repair, replacement or credit at the Seller's option of the goods. The Seller shall not in any circumstance be liable for any other loss or damage whatsoever, including any consequential loss or any loss of profit, earnings or receipts or increased costs howsoever arising in any way in connection with the contract or the goods. This limit shall not apply to breach of the implied warranty of title, negligently caused death or personal injury or liability of the Seller under the Consumer Protection Act 1987 to a person injured or for death or personal injury caused by the negligence of the Seller.

11. Cancellation

The contract is not cancellable by the Purchaser without the prior written consent of a director or other authorised person on behalf of the Seller. The Seller will not consent to cancellation of orders for goods, or their return other than on terms that will indemnify the Seller against all loss incurred.

12. No Waiver

No waiver of any of the Seller's rights under the contract shall be effective unless in writing signed by the Company Secretary on behalf of the Seller. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the Seller's rights in relation to different circumstances or the re-occurrence of similar circumstances.

13. Export

The Purchaser agrees not to re-sell outside the UK any goods supplied by the Seller and covered by the Export of Goods (Control) Order 1989 (or any re-enactment thereof) or the Export Administration Act 1979 (as amended) (or any re-enactment thereof) without obtaining all necessary licences thereunder and agrees not to resell such equipment in the UK to a third party, knowingly or being given reasonable grounds to suspect by the third party that the third party intends to export such equipment without first obtaining such licences or a copy of such licences obtained by the Purchaser, and the Purchaser agrees to impose upon persons purchasing such equipment obligations corresponding to those set out above.

14. Severability

In the event that any of these Conditions or any part of any of them shall be held to be invalid or unenforceable, such invalidity or unenforceability of such condition or part thereof shall not affect the validity and enforceability of all remaining Conditions and parts of Conditions.

15. Law

These Terms and Conditions shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to decide any disputes.

FOR BPX USE ONLY

Supporting documentation that must be sent with this document (to be completed by sender):

BPX Conditions Of Sale ☐ Data Protection Statement ☐

Date Letter Sent

Reference 1: _____

Reference 2: _____

Bank: _____

Date Reply Received

Reference 1: _____

Reference 2: _____

Bank: _____

Credit Limit Agreed: £ _____

Entered onto Computer ☐

Letter sent to Customer: YES / NO

Authorised: _____ Date: _____

Form Ref: BPX/15H