

# ACCOUNT APPLICATION

COMPANY DETAILS	
COMPANY NAME:	
TRADING ADDRESS:	REGISTERED ADDRESS:
TELEPHONE:	FACSIMILE:
COMPANY REGISTRATION NUMBER:	EMAIL:
VAT NUMBER:	ACCOUNTS CONTACT:

BANK DETAILS	
BANK:	
ADDRESS:	
ACCOUNT NUMBER:	SORT CODE:

TRADE REFERENCES	
1:	2:
CONTACT:	CONTACT:

WHERE DID YOU HEAR ABOUT OUR COMPANY?
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SIGNATURE:	NAME (PLEASE PRINT):
POSITION:	DATE:

**ALL ORDERS ARE SUBJECT TO ACES 'STANDARD TERMS AND CONDITIONS OF SALE'**



## Terms and Conditions of Sale, Returns, Refunds and Privacy

### INTERPRETATION

In these Conditions:

"Buyer" means the person, firm, body, or company who buys the goods or services under the Contract. "goods" means the goods (including any instalments of the goods or any parts for them), which the Seller is to supply under the Contract.

"Conditions" means the standard terms and conditions of sale set out in this Contract. "Contract" means the contract for the purchase and sale of the goods.

"ACES" means Advanced Compressor Engineering Services Limited (Registered Company No. 03880195) whose registered office is at Unit 4 Tower Estate, Warpsgrove Lane, Chalgrove, Oxon OX44 7XZ.

"working day" means the hours between 08:30 hours and 17:00 hours on any day of the week, excluding Saturdays, Sundays and public holidays.

"writing" includes facsimile/email transmissions

**SALE** - ACES shall sell the goods to the Buyer in accordance with any online order of the Buyer which is accepted by ACES.

These Conditions shall govern the Contract to the exclusion of any other terms or conditions.

Any variation to these Conditions must be agreed in writing between the Buyer and ACES.

Any advice or recommendation relating to the goods given by any representative of ACES will not be binding on ACES unless confirmed by ACES in writing.

**ORDERS AND QUOTES** - In accepting a quote or placing an order for the goods, the Buyer acknowledges that all information and specifications relating to the goods and any material produced by ACES are approximate only.

Any error in any quote, sales literature or other document issued by ACES may be corrected without any liability to ACES.

All orders submitted by the Buyer must be accurate and made in good time to allow ACES to perform its obligations under the Contract.

**PRICE** - The price of the goods and services shall be ACES' quoted price or, where no price has been quoted, the price listed in ACES' current price list on the date of acceptance of the order.

ACES may, by giving notice to the Buyer at any time before delivery, increase the price of the goods or services to reflect any increase in the cost of supplying them, which is due to any factor beyond the control of ACES.

The price of the goods does not include delivery unless services are being supplied by ACES or ACES has agreed or quoted otherwise. The Buyer agrees to pay all packaging and insurance charges incurred by ACES. The price for the goods is exclusive of value added tax, which the Buyer shall pay to ACES.

**PAYMENT TERMS** - The Buyer shall pay ACES' in full online via ACES online store

If the Buyer fails to pay on the due date, then ACES (notwithstanding that delivery may not have taken place and that title to the goods shall not have passed to the Buyer) may:

- sue the Buyer to recover the sums due to it.
- terminate the Contract.
- suspend any further deliveries to the Buyer until all debts are paid in full.
- charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 12 per cent per year; and

By ACES giving notice in writing to the Buyer, cancelling any other contract between the Buyer and ACES.

**DELIVERY** - The time and place for delivery of the goods ("delivery") shall be as requested in the Buyer's order. If no place for delivery is specified, then delivery shall be made by the Buyer collecting the goods from ACES' premises. It is agreed that where delivery is not at ACES' premises, ACES shall be under no obligation to any Buyer under Section 32(2) of the Sale of Goods Act 1979.

Any dates for delivery are approximate only and ACES shall not be liable for the consequences of any delay in delivery. Time for delivery shall not be of the essence.

If there is short or late delivery, ACES' liability shall in any case be limited to the price of the goods not delivered.

All deliveries shall be made within the working day unless agreed otherwise by ACES, who reserves the right to charge additional costs for deliveries outside the working day.

**ADVANCED COMPRESSOR ENGINEERING SERVICES LIMITED**

[www.acescomp.co.uk](http://www.acescomp.co.uk) [wholesale@acescomp.co.uk](mailto:wholesale@acescomp.co.uk)

**Unit 4 Tower Estate, Warpsgrove Lane, Chalgrove, Oxon OX44 7XZ t. 01685 891522 f. 01865 890764**

**Company Registration No: 3880195**

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**RISK** - Risk of damage or loss of the goods shall pass to the Buyer on delivery, or if the Buyer fails to take delivery of the goods, at the time when ACES attempted to deliver the goods.

**TITLE** - Title in the goods shall be retained by ACES until all sums due from the Buyer to ACES have been received.

**WARRANTY AND LIABILITY** - Nothing in this Clause shall exclude ACES' liability for death or personal injury caused by its negligence.

ACES warrant that all goods will be free from defects (whether arising as a result of defects in the goods or a failure of ACES to perform the services with reasonable skill and care) for a period of 12 months from the date of delivery.

- if the Buyer makes a claim ACES may, at its option:
- repair the goods; or
- replace all or any part of the defective goods.
- or refund the price of those goods which are defective.

The warranty shall be the extent of ACES' liability for defective goods or failure to provide the services with reasonable skill and care.

Save as expressly provided in these Conditions, all implied warranties or conditions are excluded to the fullest extent permitted by law and ACES will not be liable to the Buyer for any loss of any kind whatsoever which arises out of the breach of implied warranties or conditions or breach of any other duty of any kind imposed on ACES by operation of law.

ACES will not be liable for any of the following losses which may arise by reason of any breach of the Contract or any implied warranty, condition or other term, any representation or any duty of any kind imposed on ACES by operation of law:

- any damage to foodstuffs contained in any freezer or refrigerator.
- any loss of anticipated profits or expected future business.
- damage to reputation or goodwill.
- any damages, costs, or expenses payable to the Buyer to any third party.
- loss of any order or contract; or
- any consequential loss of any kind.

Unless otherwise provided in these Conditions, the liability of ACES for breach of any express or implied terms of this Contract shall be limited to the reasonable cost of remedying any defect in the goods or other matter constituting a breach and in no circumstances shall ACES' liability exceed the total amount paid by the Buyer to ACES under the Contract.

Without prejudice to any other provisions ACES will not be in breach of the terms of the Contract for any delay in performing or failure to perform its obligations under the Contract if that delay or failure was due to any cause or circumstance beyond ACES' reasonable control.

**LIABILITY** - The Buyer shall indemnify ACES against any loss or damage suffered by ACES because of any claims brought against ACES by any third party for:

- any loss, injury or damage caused by the goods or their use.
- any loss, injury or damage in any way connected with this Contract.
- provided that this Clause will not require the Buyer to indemnify ACES against any liability for ACES' own negligence.

**USE OF GOODS** - If ACES provide the Buyer with information about the use for which the goods are designed and about any conditions necessary to ensure that the goods will be safe, then the Buyer shall use the goods accordingly.

ACES will not be liable to the Buyer or any third party for any loss or damage or otherwise from any misuse of the goods (including, but not limited to, any negligent wiring, installation or application of the goods by the Buyer or any third party).

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GENERAL - Any notice required under these Conditions shall be in writing addressed to the other party at its registered or principal place of business or any other address notified by the receiving party to the third party giving the notice. Any notice shall be deemed to be served:

- if sent by pre-paid -first class post to the party to whom it is given, on the second working day after posting; or
- if sent by facsimile to the recipient's facsimile number at the date and time given on the sender's transmission acknowledgement slip or (in the case of manifest error or loss of the slip) on receipt.
- if any of these Conditions are held by any competent authority to be unlawful, invalid or unenforceable in whole or in part, then the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

The Contract and these Conditions shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.

Failure or neglect by ACES to enforce at any time any of these Conditions shall not be a waiver of ACES' rights and it shall not affect the validity of the whole or any part of these Conditions or prejudice ACES' right to take subsequent action.

RETURNS - Our policy lasts 30 days. If 30 days have gone by since your order was received, unfortunately we can't offer you a refund or exchange.

To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.

To complete your return, we require a receipt or proof of purchase.

Please do not send your purchase back to the manufacturer.

There are certain situations where only partial refunds are granted (if applicable)

Any item not in its original condition, is damaged or missing parts for reasons not due to our error

Any item that is returned more than 15 days after delivery

REFUNDS (IF APPLICABLE) - Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund. If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

LATE OR MISSING REFUNDS (IF APPLICABLE) - If you have not received a refund, first check your bank account again then contact your credit card company, it may take some time before your refund is officially posted.

Next contact your bank. There is often some processing time before a refund is posted. If you have done all of this and you still have not received your refund yet, please contact us at [wholesale@acescomp.co.uk](mailto:wholesale@acescomp.co.uk)

SALE ITEMS (IF APPLICABLE) - Only regular priced items may be refunded, unfortunately sale items or special order items cannot be refunded.

SHIPPING - To return your product, you should mail it to: Returns Department, ACES Ltd, Unit 4 Tower Estate, Warpsgrove Lane, Chalgrove, Oxon, OX44 7XZ with original packing slip

We only replace items if they are defective or damaged. If you need to exchange it for the same item, send us an email to [wholesale@acescomp.co.uk](mailto:wholesale@acescomp.co.uk)

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

If you are shipping an item, you should consider using a trackable shipping service or purchasing shipping insurance. We do not guarantee that we will receive your returned item. A re-stocking charge will be applied.

Please allow between 2-30 days for your order to arrive. If more than 30 days have passed please email us at [wholesale@acescomp.co.uk](mailto:wholesale@acescomp.co.uk) to review the status of your order. Refunds will be handled through email if necessary.

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PRIVACY - ACES Ltd collects and processes personal information to help to provide our services and meet our objectives. Our privacy policy covers the use of our website [www.acescomp.co.uk](http://www.acescomp.co.uk) and all other services that ACES Ltd provides, along with its role as an employer and a contractor of services from others. The use of our website and all our services is conditional on accepting ACES Ltd privacy policy. Any changes to our policy will be available on request.

ACES Ltd has a Data Controller who is responsible for ensuring that our use of personal data meets General Data Protection Regulation (GDPR) requirements. All ACES staff have received training that is relevant to their role.

We believe our privacy policy is compliant with the GDPR.

If you have any questions or comments for ACES, please send an email to [wholesale@acescomp.co.uk](mailto:wholesale@acescomp.co.uk)

Your rights to access personal information ACES holds

You have the right to make a Subject Access Request and see personal data ACES holds on you, have it amended (ie. corrected or updated) or deleted. We will resolve any issues you have within the GDPR required one-month timescale, free of charge.

Please contact us if you wish to make a Subject Access Request:

You have the right to lodge a complaint with the Information Commissioner's Office if you are not satisfied with our service (further information and contact details are on their website).

What data do we collect and how do we use it?

ACES collects and processes information in order to:

- to deliver our services
- meet our obligations as an employer
- market our services to people ie. send information about existing and new services
- monitor and evaluate our services
- satisfy our equal opportunities and diversity policies
- identify people each time they visit our website (see Cookie & other website data)
- take payments for services

You may be asked, either when you register with us, or at other times, for information about yourself, such as your name, email address, postal address and telephone number.

Our Accounts Dept may require additional information.

When you order certain services, we will need to know your payment details ie. credit/payment card number and expiration date. You are under no obligation to provide this information, but if you don't then we may not be able to provide you with certain services.

Personal data will be obtained only for one or more specified and lawful purpose and will not be furtherprocessed in any manner incompatible with that purpose. It will be adequate, relevant and not excessive in relation to the purpose or purposes for which it is being processed. It is accurate and kept up to date.

No personal information is kept unnecessarily and it is destroyed once no longer being actively used.

ACES organises personal data so that it can be accessed quickly by the relevant people.

ACES will not share, sell or rent your personal information to third parties. However, we may disclose your personal information to third party suppliers who provide services on our behalf.

ACES may disclose aggregate statistics about our website visitors and people receiving our services, prospective partners, advertisers and other reputable third parties and for other lawful purposes, but these statistics will not include personally identifying information.

ACES may disclose personal information if required to do so by law or if it believes that such action is necessary to protect and defend the rights, property or personal safety of ACES staff, visitors to the website and users of our other services.

If you have any concerns about personal information being passed to the third-parties who help ACES supply any of its services, please send an email: [wholesale@acescomp.co.uk](mailto:wholesale@acescomp.co.uk)

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COOKIES AND OTHER WEBSITE DATA TRACKING - ACES website uses cookies. They are pieces of information that a website transfers to your hard drive to store and sometimes track information about you. Most web browsers automatically accept cookies, but if you prefer, you can change your browser to prevent that. However, you may not be able to fully use a website if you do so.

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

When you visit ACES website it automatically logs your IP address (the unique address which identifies your computer on the internet) which is automatically recognised by our web server. We use IP addresses to help us administer our site and to collect broad demographic information for aggregate use. We do not link IP addresses to personally identifiable information.

ACES website may automatically collect non-personal information about you such as the type of internet browsers you use. You cannot be identified from this information and it is only used to assist us in providing an effective service on our site.

SECURITY - ACES places a great importance on the security of all information associated with our service users. We have security measures in place to attempt to protect against the loss, misuse and alteration of customer data under our control. This includes robust anti-virus and anti-hacking software. Our security and privacy policies are periodically reviewed and enhanced as necessary and only authorised personnel have access to user information.

With regard to our website, we use secure server software (SSL) to encrypt information you input. While we cannot ensure or guarantee that loss, misuse or alteration of data will not occur, we use our best efforts to prevent this. We believe all the third parties we use to collect payments online (WorldPay) are GDPR compliant

Where is the information stored?

Paper-based materials are kept securely at our registered office: Unit 4 Tower Estate, Warpsgrove Lane, Chalgrove, Oxon, OX44 7XZ

Electronic data is also stored securely at our registered office.

Data breaches

If we believe your personal data may have been breached, we will contact you at the earliest possible time with details of actions we intend to take and any actions you should take ie. changing passwords.

Business transfer

If ACES were to cease operating or to merge with another organisation, personal data will only be passed to other parties only on the basis that the data would be used in accordance with this privacy policy.

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