



Customer Application Form

Unit 2B | South West Business Park | Cheeverstown | Dublin 24 | D24 NC8Y
E: sales.irl@medraygroup.com T: 01 466 3773 W: www.medraygroup.ie

Privacy

We will use the personal information you provide in this form to manage your account and provide our products and services to you. Once you are a customer, we will periodically send you information about Medray and the products and services we supply. You can unsubscribe at any time. More details can be found www.medray.ie/privacy

Company Details

Company Name _____

Trading Name *(if different)* _____

Address _____

CRO Number _____

Registered in the Republic of Ireland Yes No Registered Council Number _____

(Please tick and indicate where registered, if not ROI) _____

We confirm that the registered Dentist, Veterinary Practitioner or Healthcare Professional is present at the address the product is to be delivered to and will take responsibility for the medicines. Yes No

VAT Number _____ VAT Exempt *(Please provide a 13B form if you are exempt)*

Credit Limit Required € _____

Do you wish to receive news and notifications from Medray? *(Please tick if you wish to receive)*

Contact Details

Main Telephone _____

Billing Address *(if different)* _____

Delivery Address *(if different)* _____

Sales

Accounts

Contact Name _____

Contact Number _____

Email Address _____

FOR OFFICE USE ONLY

BP Acc. Code _____

Credit Assessment completed & attached

BP Group _____

Credit Limit Assigned Yes No N/A

Direct Debit Yes No

SEPA Direct Debit Mandate

Unique Mandate Reference

Unique Mandate Reference (UMR) - to be completed by Medray

By signing this mandate form, you authorise (A) **{MEDRAY IMAGING SYSTEMS LTD}** to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from **{MEDRAY IMAGING SYSTEMS LTD}**.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

Please complete all the fields marked *

Creditor's name

M	E	D	R	A	Y		I	M	A	G	I	N	G		S	Y	S	T	E	M	S
---	---	---	---	---	---	--	---	---	---	---	---	---	---	--	---	---	---	---	---	---	---

Creditor identifier

I	E	5	0	S	D	D	3	0	6	5	2	5									
---	---	---	---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--

Creditor address

U	N	I	T		2	B		S	O	U	T	H		W	E	S	T				
---	---	---	---	--	---	---	--	---	---	---	---	---	--	---	---	---	---	--	--	--	--

City

B	U	S	I	N	E	S	S		P	A	R	K									
---	---	---	---	---	---	---	---	--	---	---	---	---	--	--	--	--	--	--	--	--	--

Post-Code

C	H	E	E	V	E	R	S	T	O	W	N		D	U	B	L	I	N			
---	---	---	---	---	---	---	---	---	---	---	---	--	---	---	---	---	---	---	--	--	--

Country

2	4			D	2	4	N	C	8	Y											
---	---	--	--	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--

Type of payment

* Recurrent payment or One-off payment

Debtor Name

*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Debtor Address

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

City

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Post-Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Country

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Debtor IBAN

*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Debtor BIC

*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Date of signature

*

--	--	--	--	--	--

Signature(s)

Please sign here

*

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Medray Imaging Systems t/a Medray Imaging Systems Limited
TERMS & CONDITIONS OF SALE



The following Standard Conditions of Sale shall govern all transactions except as otherwise specifically agreed in writing by the Buyer and the Seller.

1. **Quotations**
All quotations and tenders are given by the Seller on condition that the Seller shall not be bound until it has communicated its written acceptance of the Buyer's order.
2. **Cost Variation**
Except where a price is stated to be 'fixed' by the Seller on its written acceptance of the Buyer's order any price quoted by the Seller or comprised in the order or contract is provisional only and the actual price to be paid by the Buyer shall be the Seller's price ruling at the date of despatch.
3. **Payment**
 - (a) Goods invoiced up to and including the last day of a calendar month shall be paid for not later than the last business day of the following month.
 - (b) If the Buyer fails to make any payment by the due date then, interest shall accrue and be payable on the amount unpaid (both before and after any judgement) at the rate prescribed for statutory interest pursuant to the European Communities (Late Payment in Commercial Transactions) Regulations 2002 from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
 - (c) If the Buyer shall fail to pay any amount when it is due under this or any other Contract with the Seller, then the Seller shall have the right (without prejudice to any of its other rights against the Buyer) on notice in writing being given to the Buyer, to treat the purchase price that is unpaid on all goods invoiced or dispatched by the Seller as having become forthwith due and payable by the Buyer and in substitution for the provision contained in subclause (a) of this Condition.
4. **Value Added Tax**
All prices quoted or accepted are exclusive of Value Added Tax and the Contract price shall be such prices plus VAT.
5. **Goods of the Contract**
The Seller shall not be bound by any oral condition, warranty or representation given or made on its behalf unless confirmed in writing, nor by any express or implied term, condition or warranty, whether arising by statute or common law or by usage, save and except a warranty that goods sold shall correspond with the contractual description.
6. **Contracts**
The Seller shall have the option (without prejudice to any of its other rights against the Buyer) by notice in writing to the Buyer to rescind any Contract between the Seller and the Buyer, or to suspend delivery in the following events:
 - (a) Should any sum owing by the Buyer to the Seller be overdue whether under the same or any other contract.
 - (b) Should a Buyer be in breach of any term of the same or any other contract with the Seller?
 - (c) Should a Buyer enter into any composition or arrangement with or for the benefit of its creditors, having a receiving order in bankruptcy made against him or (if a corporate body) should it have a resolution passed or petition presented to wind up its business (other than for the purpose of amalgamation or reconstruction) or if a Receiver be appointed of its undertaking, property or assets or any part thereof.
7. **Delivery**
 - (a) If no time for delivery is specified in the contract, the Buyer shall be bound to accept the goods when they are ready for delivery by the Seller.
 - (b) The risk in goods contracted to be sold by the Seller shall pass to the Buyer (or to whom he shall direct) when the goods (or any part thereof when there's more than one delivery under the contract) are delivered to the Buyer, or in accordance with his instruction. Any complaint of short delivery or damaged goods in transit must be notified within 24 hours of receipt of goods and confirmed in writing at that time by the Buyer to the Seller and any complaint of failure to deliver goods invoiced must be notified within 10 days of the date of invoice.
 - (c) Where the contract involves more than one delivery, if the default is made in payment on the due date in respect of any one delivery, the Seller shall at its option and without prejudice to any rights the Seller may have hereunder or otherwise, be entitled to treat the contract as repudiated and to claim damages accordingly. Each delivery will constitute a separate contract and any failure or defect in any one delivery will not vitiate the contract as to the remaining deliveries.
 - (d) Any time or date named for delivery by the Seller is an estimate only and the Seller shall accept liability for any loss or damage or any consequential loss arising either directly or indirectly from delay in delivery however caused.
 - (e) The Seller reserves the right to charge a delivery cost to cover certain orders.
8. **Ownership**
The Seller and the Buyer expressly agree that until the Seller has been paid in full (including any interest charged hereunder) for the goods comprised in the contract between them:
 - (a) The goods comprised in the contract remain the property of the Seller save as provided herein.
 - (b) The Seller may recover the goods (but excluding any goods ownership of which has already passed to the Buyer) at any time from the Buyer if in the Buyer's possession if the amount outstanding from the Buyer to the Seller in respect of the goods supplied has not been paid in full and for that purpose the Seller, its servants and agents may enter upon any land or buildings upon which the goods are situated: provided that if the Seller shall resell the goods so recovered or any part thereof, the Seller shall give the Buyer credit for any sum received by the Seller in excess of the unpaid price (including any interest charged hereunder) of the goods.
 - (c) The Buyer may dispose of the goods in the ordinary course of its business as principal (but any warranties, conditions, or representations given or made by the Buyer to any third party shall not be binding on the Seller who shall be indemnified by the Buyer with respect thereto) and may pass good title in the goods to a third party being a bona fide purchaser for value without notice of the Seller's rights.
 - (d) If the buyer incorporates the goods into other products (with the addition of its goods or those of others) or uses such goods as material for other purposes (with or without such additions) the property in those other products is upon such incorporation or use and by that event transferred to the Seller and the Buyer will store the same for the Seller in a proper manner without charge to the Seller; in the event of such incorporation or use as is envisaged by this sub-clause the provisions of sub-clause (b) and (c) shall apply \ mutatis mutandis to those other products in place of the goods; provided that if the Seller shall sell such other products or any part thereof (without being under any duty to obtain the best price therefor) the Seller shall give the buyer credit for any sum received by the Seller in excess of the unpaid price (including any interest charged hereunder) of such goods.
9. **Disposal Before Payment**
If the goods or any part thereof, whether or not incorporated into other products or used as material for other products, are resold by the Buyer before he has made full payment to the Seller as aforesaid, the Buyer shall hold upon trust for the Seller from the proceeds of such resale such sum as shall be equal to the amount then owing to the Seller in respect of the goods provided that if the Buyer has not received the proceeds of such resale in full the Seller shall be subrogated (without the need for further documentation) to the Buyer's rights against its customer to the extent of any balance still remaining due to the Seller in respect of the goods. Nothing contained herein shall effect any other rights the Seller may have against the Buyer's customer.
10. **Claims**
 - (a) Unless expressly agreed in writing, the Seller gives no warranty that the goods are suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known to the Seller.
 - (b) Claims in respect to any alleged defect in the contractual quantity of the goods delivered, where the defects would have been revealed by reasonable examination of the goods on arrival, must be made in writing within 14 days after delivery, or if related to the transport of the goods, within such time as will enable the Seller to comply with the time limit and procedure laid down by the carrier by whom the goods were transported. If the Buyer shall make any complaint within the time stipulated, the Seller shall, after it has had a reasonable time to investigate the same and examine the goods in dispute, be entitled as its option: i) to replace the goods (if defective), or ii) to accept the return of the goods (if defective) and credit the Buyer with the price thereof, or iii) to make the Buyer (if the goods are defective) an allowance representing the difference between the value of the goods at the time of the complaint by the Buyer and the value they would have had had, they of been in accordance with the contract providing the Buyer pays the balance not in dispute according to normal terms.
 - (c) The return of goods will not be made without prior agreement between the Buyer and the Seller. No claim can be entertained after the goods or any parts thereof have been processed in any way.
11. **Statutory Requirements and Infringement of Patents**
 - (a) Every effort is made that the goods meet known statutory requirements and that they do not infringe any patents or trademarks belonging to any third parties, but no warranty is given that the design construction and quality of the goods to be supplied under the contract comply with all relevant requirements of any Statute, statutory rule, or order or other instrument having the force of law which may be at force at the time of supply.
 - (b) The Buyer shall indemnify the Seller against damages, penalties, costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's specification which involves the infringement of any industrial property rights and whether registered or not.
12. **Limitation of the Seller's Liability**
 - (a) Except as otherwise expressly mentioned in these Conditions, the Seller shall have no liability of any kind to the Buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Buyer, whether in contract or negligence or otherwise howsoever, whether for loss or damage to property or for death or bodily injury or otherwise howsoever in respect of any goods supplied or work done by the Seller. The Buyer shall indemnify the Seller against any claim made against the Seller by a third party arising out of any goods supplied to or work done for the Buyer.
 - (b) No forbearance or indulgence by the Seller shown or granted to a Buyer, whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Seller against the Buyer or be taken as a waiver of any of these Conditions.
13. **Force Majeure, etc.**
The performance of all contracts is subject to variation or cancellation by the Seller owing to any act of God, war, strikes, Governmental regulations or orders, national emergencies, lock-outs, fire, flood, drought, tempest or any other cause (whether or not of a like nature) beyond the control of the Seller or owing to any liability by the Seller to procure materials or articles required for the performance of the contract and the Seller shall not be held responsible for any inability to deliver caused by any such contingency.
14. **Application of these Conditions**
By ordering any goods from the Seller, the Buyer will be deemed to accept that these Conditions take precedence over any other Conditions contained or in any letter, order form, an acceptance form, receipt or the like received by the Seller in connection with the goods so ordered and that any such other Conditions will not form part of the Contract between the Seller and the Buyer unless specifically agreed in writing.
15. **Governing Law**
The Law of the Republic of Ireland shall govern the validity construction and performance of any contract to which the Conditions apply.

Registered in Ireland No. 339559 - Directors: Siobhán Crowley, Robert Burns, Thomas Davy, Alan Kerr, Andrew Murphy, Kevin Murray

SIGNED _____

DATE _____