



Wecan Solutions Ltd  
 Unit 5b  
 Ramsden Road  
 Rotherwas Ind. Estate  
 Hereford  
 HR2 6LR

Email: [info@wecan.solutions](mailto:info@wecan.solutions)

## New Customer Account Application Form

	<b>Customer Name &amp; Address</b>
In the case of a Limited Company the correct legal title of the Company.	
In the case of a sole trader or partnership the name(s) of the individual(s) who is the proprietor(s) <b>MUST BE ENTERED</b> . Credit searches will be made and you are agreeing to these being carried out. Contact e-mail address	..... ..... ..... Post Code..... Tel ..... .....
Registered Office Address	..... ..... ..... ..... .....
Company Registration Number	
VAT Number	
Trading Address if different from above	..... ..... ..... ..... .....

<b>Bank Name &amp; Address</b>	
Account No..... Sort Code.....	..... ..... ..... ..... .....
Trade Reference 1	Trade Reference 2

<p>I confirm that I accept the Term &amp; Conditions of WeCan Solutions Ltd and that the information given is correct</p> <p>.....</p>	<p>Signed.....Date.....</p> <p>Print Name.....</p>
<p>Contact Name for all Accounts Matters</p>	<p>Position.....</p>

**PLEASE NOTE THAT OUR TERMS OF TRADE ARE STRICTLY 7 DAYS FORM COMPETITION OF WORK**

**WeCan Solutions Ltd Standard Terms & Conditions of Sale**

All transactions are governed by the terms and conditions of WeCan Solutions Ltd (hereafter known as 'the company) unless specifically stated otherwise.

1. Quotations are subject to confirmation at time of order
2. WeCan Solutions Ltd agree (subject to availability) to purchase cans with branding printed directly onto the can for minimum volumes of 150,000 units / year (unless otherwise stated). This is based on the understanding that in the event that cans are not utilised with a 12 month period, WeCan Solutions Ltd reserve the right to charge customers at a rate of 12p / can regardless of the reason why cans have not been utilised during this time period.
3. WeCan Solutions Limited offer preferential commercials for volume purchase of Pressure Sensitive and Shrink Sleeved labelled beverage cans. Where and order is placed for >20,000 units a 10% non-refundable deposit is required at point of order. No time limit is placed as to when these are to be drawn down.
4. WeCan Solutions Ltd are committed to delivering quality of service, it is central to their concept. In the event of failure of equipment or any other matter, which causes a delay in the delivery of our service, WeCan Solutions Ltd will not be liable for any spoilage of product or any associated costs (including lost revenue). WeCan Solutions Ltd will not be held liable for any costs (inc lost revenue) for any issues associated with microbiological infection, carbonation or any other quality / spoilage issues (with the exception of seaming quality) unless the issue can be categorically and independently attributed to the sole fault of WeCan Solutions Ltd. In any event, WeCan Solutions Ltd do not agree liability to costs over and beyond production costs. In order to assist in identification of cause of fault / liability, WeCan Solutions Ltd offer a service where pre and post fill samples are provided for analysis to an independent laboratory. This service is priced at £50 and, if required, will be requested at the point of order.
5. WeCan Solutions Ltd provide a service where assistance is provided in label design and production. WeCan Solutions Ltd take no liability on the contents of the label and it is, at point of artwork approval, that the customer accepts their liability to the content on the label.
6. WeCan Solutions Ltd agree to provide branded cans available at time of packaging where artwork has been provided and approved 4 weeks prior to packaging. Where approval is not made within this time scale and any costs are incurred as a result of a delay of artwork approval the customer will be held liable.
7. Our customers are provided with a branding solution which is commonly referred to as Pressure Sensitive Label (PSL). Whilst our commercial terms include the cost associated with the purchase, storage, administration and application of this branding format we are keen to permit flexibility in design and material use. In certain circumstances (where PSL labels are manufactured in material other than White PPE base material) additional costs may be applicable.
8. Costs as listed below are additional to quoted pricing (unless agreed and specifically referred to in prior written arrangement).
  - a. PLS Labels other than standard white PPE at a cost of 3p / can
  - b. Label artwork amendments - £50
  - c. With respect to 'Printed cans' the following applies:
    - i. Artwork origination for conventional design £600
    - ii. Proofing session £600 per design
    - iii. Artwork amends £100 per colour/plate
9. WeCan Solutions agree to provide sufficient raw materials, which may be branded, for the volume required at the point of request. Our aim is to ensure that all product is packaged efficiently. However, where insufficient product is provided for the requested volume of cans WeCan Solutions Ltd reserve the right to charge the customer for the unused raw material. Charges will be at a rate of £0.18 / can.

10. WeCan Solutions comply with expected legal standards in respect to fill volumes. Typically, we aim to package at between 3 – 5ml above the legal standard but recognise a tolerance level of 2.5% of total production between T1 and T2. WeCan Solutions Ltd will not be liable for product filled over and beyond minimum levels.
11. WeCan Solutions strive to assist producers with low volumes. Advertised minimal volumes are 1600 litres (total product available to can irrespective of brand). At these volumes typical wastage volumes are 5%. WeCan Solutions Ltd will not be liable to waste levels higher than 5% unless extreme circumstances as defined by WeCan Solutions Ltd). Where WeCan Solutions Ltd are commissioned to pack product less than advertised minimum volume waste levels may be significantly higher. WeCan Solutions Ltd will not be held liable for any costs where volumes requested to be packed are less than 1600 litres.
12. Where WeCan Solutions Ltd agree to attend a premises to deliver a service (referred as 'mobile service') then the following provisions should be made:
  - a. Product cooled between 0 – 2 degrees (unless can conditioned)
  - b. Carbonated to volumes <3vv (Unless can conditioned)
  - c. 2 x 3pin single phase electrical supply
  - d. Water
  - e. 3m x 3m working space (head height of 3m at point of canning).
  - f. Product provided with 16 – 18psi which is free flowing and ready to be put into packaging.

In the event that any of the above is not provided or there is any other issue that prevents packaging (for example poor environmental conditions), WeCan Solutions Ltd reserve the right to charge the customer. Charges will be calculated based on labour, fuel and any other associated costs.
13. WeCan Solutions Ltd offer a service in association with Wobbly Brewing Company where product is accepted to be processed and packaged. The above terms and conditions apply to the packaging of product. WeCan Solutions Ltd will not be held liable for any issues associated with the processing of product. Product will not be accepted nor processed without the relevant legal documentation being present. Terms and conditions associated with the processing of product at Wobbly Brewing Company are also required to be agreed with prior to the processing / packaging of product.
14. WeCan Solutions Ltd agree to have 'control' and responsibility for product at the point at which product enters line which forms part of the canning equipment (typical referred to as the 'TriClamp'). Product is formally returned to the customer once final packaging has been completed and signed off on the 'Production Sheet'. WeCan Solutions Ltd are able to provide advice as regards how product should be stored (typically in a low humidity environment at between 5 – 8 degrees centigrade). WeCan Solutions Ltd provide this advice without any liability and will not be liable for costs associated with the manner in which product is stored.
15. Prior to the canning of any new product (defined as a product not have been packaged by WeCan Solutions previously), all products should undertake a *Quick Test* to establish its suitability for packaging. Where this does not occur neither WeCan Solutions or our can / other consumable suppliers will be liable for any issue or loss of earnings associated with any form of packaging.
16. Standard Commercial Terms
  - a. Standard Trading Terms are 7 days upon completion of the work.
  - b. An order once placed cannot be cancelled except by mutual agreement and then only to terms which would indemnify, 'the company'. An 'order' is defined as a written (typically via email) instruction providing volume and date for packaging.
  - c. Should 'the company' need to refer to the court to recover outstanding monies owed to them, then the full cost of such actions will be borne by the defendant.
  - d. 'The company' reserve the right to charge interest on all overdue monies at the rate of 2% over the prevailing Bank rate.
    - i. £50.00 per returned or dishonoured cheque
    - ii. £25.00 per 'Payment Reminder' letter
    - iii. £50.00 per Solicitors Letter
17. Claims or complaints will only be entertained if lodged by the buyer within 7 days of work being completed. Any complaint or claim will not be held up unless 'the company' or their representatives have had the opportunity of examining the good.
18. Property in goods
  - a. So long as any money owing to 'the company' from you is outstanding in respect of any goods sold subject to these conditions, the property in any goods sold subject as aforesaid and delivered by 'the company' to you or to your order will not pass to you and we will retain equitable and beneficial ownership of such good until all such indebtedness has been discharged. Insurance for the said goods remain the responsibility of the customer.
19. Governing Law. The interpretation of Performance of these conditions will be governed by the law of England. Except for sales in Scotland, which will be governed by the law of Scotland.