

Application For a credit account

All orders will be supplied on a pro-forma basis until credit account approved

Please complete using BLOCK CAPITALS

Company Name _____

Trading Name (if different) _____

Number of Years in Business _____ VAT No.

Invoice Address

Delivery Address (if different)

Postcode

Telephone

Fax

Type of Business _____

Email address _____

Account Contact _____

Key Contact _____

References

Name and Address of Bank _____

Dues? YES/NO

Barcode Updates Required? YES/NO

_____ Account Number

Trade References (Two trade references are required)

1 _____ 2 _____

Tel. No: _____ Fax No: _____

Limited Company Yes/No

(if YES, please complete)

Reg No

Address of Registered Office _____

Sole Proprietor Yes/No

(if YES, please complete)

Full Name _____

Address _____

Partnership Yes/No

(if YES, please complete for each partner, if more than two partners please write additional names and addresses on a separate sheet)

Full Name _____ Full Name _____

Address _____ Address _____

I hereby certify that the information given above is correct and that if any part of this information changes I will notify you in writing. I agree that any transaction that I/we enter into with you will be governed by Print Direction Ltd's trading conditions (attached), or as may be amended in the future.

Signed by officer of limited company/sole trader/partner

Signature _____ Position _____

Name (Block Capitals) _____ Date _____

Trading Conditions Of Print Direction Ltd (Trading as print Direction)

1. GENERAL

The term "Print Direction" shall refer to Print Direction Limited.

These Trading Conditions ("these conditions")

- (a) Unless varied in writing by a Director of Print Direction shall form the sole express terms of any contract between Print Direction and its customers;
- (b) Products and books ("the goods") are supplied subject to these conditions;
- (c) The contract shall in all respects be construed in accordance with English law;
- (d) Any forbearance or indulgence on the part of Print Direction its servants or agents to enforce fully or at all any of these conditions shall not constitute a waiver of Print Direction's rights and shall be entirely without prejudice to those rights.

2. ORDERS

An order may not be cancelled or varied by the customer after acceptance by Print Direction without the written consent of Print Direction and the giving of such consent shall not in any way prejudice Print Direction's right to recover from the customer full compensation for any loss or expense arising from such cancellation or variation.

3. PRICE AND PAYMENT

- (a) All prices exclude VAT which shall be paid by the customer to Print Direction at the prevailing rate in addition to the price.
- (b) All prices shall be those ruling at the date of dispatch of the goods. Print Direction's price lists do not constitute an offer
- (c) When an account permitting the supply of goods on credit is opened by Print Direction terms of payment shall be confirmed in writing by Print Direction to its customer.
- (d) Where no such terms of payment exist payment in full without retention or set off shall be made as follows:
 - (1) In the case of sales to customers within the United Kingdom and Eire within 30 days of the date of invoice;
 - (2) In the case of sales to customers within continental Europe within 60 days of the date of invoice;
 - (3) In the case of sales not covered by sub-clauses (1) and (2) above within 90 days of the date of invoice.

Print Direction reserves the right to withdraw any credit facilities granted if this condition is not observed.

- (e) Print Direction reserves the right at its absolute discretion to refuse to supply goods on credit and to require payment in advance.
- (f) Where goods are delivered in more than one instalment payment shall be due on each instalment separately.
- (g) The customer is not entitled to withhold payment of invoices or to make any deductions from invoices on account of any dispute with or claim against Print Direction whatsoever
- (h) If payment is not made on the due date the customer shall pay interest on the overdue amount at the rate of 2.5% per month accruing daily.
- (i) In all cases where invoices are overdue for payment Print Direction reserves the right to refuse to accept orders to withhold dispatches and to cancel existing contracts without prejudice to any of its other rights contained in these conditions or to any existing claim.

4. COSTS

- (a) The customer shall repay to Print Direction forthwith on demand all expenses costs or charges incurred as a result of or in any way connected with any breach of its contract with Print Direction by the customer on a basis of full indemnity including the charges of any debt collection agency employed by Print Direction.
- (b) In the event that payment of a cheque drawn by or on behalf of the customer in favour of Print Direction is refused by the bank on first presentation for any reason the customer shall pay to Print Direction an administration charge of £25.

5. RETENTION OF TITLE

- (a) Notwithstanding anything to the contrary contained in these conditions or any order confirmation the goods shall remain the property of Print Direction until fully paid for and until such payment has been made the customer shall hold the goods in a fiduciary capacity for Print Direction separately from any other assets and clearly marked as Print Direction's property and Print Direction shall be entitled to require the customer to return the goods or any of them to Print Direction on demand.
- (b) If the customer fails to return the goods on demand Print Direction shall be entitled (and for this purpose the customer appoints Print Direction its agent) to enter the customer's premises for the purpose of collecting the goods and to collect the same or any of them; Print Direction shall not be responsible for any damage to the customer's premises caused thereby.
- (c) If goods which are the property of Print Direction as set out in clause 5(a) above have been sold by the customer Print Direction shall be entitled to the proceeds of sale and shall also be entitled to recover from the customer any balance of the price remaining due plus interest thereon and the cost of recovery.

6. DELIVERY

- (a) Unless otherwise agreed in writing Print Direction will dispatch goods by the means that it judges to be most suitable.
- (b) Claims for short delivery will only be considered if notification is made to Print Direction in writing within 48 hours of delivery of the goods.

We are unable to accept any claims for damage to goods in transit unless suitable action has been taken at the time of delivery.

If any parcels are delivered that show visible signs of damage they should be refused and contact made with us at once.

In the event of a consignment being received damaged and, therefore, potentially the subject of a claim, the carrier may require to inspect the goods

7. RETURNED GOODS

- (a) Subject to the provisions of sub-clause (b) of this clause no goods are sold by Print Direction on a sale or return basis.
- (b) The return of any goods must be authorised in writing by a Director of Print Direction and the authorisation will set out the conditions of such return.

8. WARRANTIES AND LIABILITIES

Subject as mentioned below Print Direction warrants that the goods will be free from defects in materials or workmanship at delivery and provided that they are used in accordance with the manufacturer's instructions for a period of two months from delivery. All other warranties and conditions express or implied are expressly excluded to the fullest extent permitted by law. Print Direction's sole liability for defective or damaged goods shall be to repair or at its option to replace the goods subject to notification of claims in writing in accordance with condition 6. Except for death or personal injury caused by Print Direction, Print Direction shall not be liable by reason of any representation, implied warranty, condition or other term or any duty at common law for any consequential loss or damage, costs or expenses of whatever nature which arise from the supply of goods or their use or resale.

- 9. Print Direction reserves the right to refuse to supply goods to any existing customer or potential customer without giving any reason for such decision.