

Credit Account Application



Company Name _____

Registered Office Address _____

Trading Name & Address (if different) _____

Telephone No _____ Fax No _____ Email _____

Registered Company No _____ VAT No _____

Person Responsible for the Authorisation of Payments _____

Bankers Name & Address _____

Sort Code No _____ Account No _____

Credit Amount Required _____

☐ Payments to be made by Cheque

☐ BACS (For BACS payment, details are as follows:

ACT Reprographics Ltd, Natwest Bank, sortcode - 522163, account number - 12325899)

Trade Reference 1

Name _____

Address _____

Telephone No _____ Contact _____

Trade Reference 2

Name _____

Address _____

Telephone No _____ Contact _____

In applying for credit facilities we agree to the Conditions of Sale (overleaf) issued by ACT Reprographics Ltd and understand that the facility may be withdrawn at any time without prior notice. All outstanding monies are deemed to be due for payment immediately a 'STOP' is placed on an account

Signature _____ Print Name _____

Position _____ Date _____

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For ACT use only

Credit Safe _____ Date _____

Cr.Lim. _____ Cr.Con. _____

A.C.T.REPROGRAPHICS LIMITED CONDITIONS OF SALE

1. DEFINITIONS.

In these conditions "the Company" shall term ACT Reprographics Ltd. and "the Buyer" shall mean the party with whom the Company enters into a contract.

2. CONTRACT TERMS.

a). By ordering any goods from the Company the Buyer will be deemed to agree that these conditions shall be incorporated into the contract covering such order and (save as expressly agreed by the company in writing no other conditions on or any letter, order form or the like received by the Company in connection with any such order shall form part of a contract made in respect of the goods. No variations to these conditions or to any contract into which they are incorporated shall be binding unless confirmed in writing by an authorised officer of the Company. It is the Buyers responsibility to obtain this written confirmation.

b). If any monies due to the Company are overdue within the meaning of Clause 6 hereof or if the Buyer should enter into any composition or arrangement with or for the benefit of its creditors, or have a receiving order in bankruptcy made against it or being a body incorporate should enter into liquidation, receivership or administration, the Company shall be entitled (without prejudice to any other right it may have against the Buyer) to suspend performance of any contract then obtaining between the Company and the Buyer and/or upon giving of notice in writing, to treat any such contract as at an end.

c). The Company will make every effort to keep to delivery and shipment dates specified in any contract of supply. However, time shall not be of the essence and the Company will not be responsible for any loss or damage which may result from late or non-delivery.

d). No forbearance or indulgence by the Company shown or granted to the Buyer whether in respect of these conditions or otherwise shall in any way effect or prejudice the right of the Company against the Buyer or be regarded as a waiver of any of these conditions.

3. QUOTATIONS.

A quotation is for information only and is binding on the Company only if and to the extent that it is incorporated in an order which the Company has accepted in writing. All prices quoted are EXCLUSIVE OF V.A.T.

4. PRICE VARIATION.

Not with standing anything which may by quoted or agreed the Company reserves the right to charge the price ruling at the date of dispatch.

5. CANCELLATION OF ORDERS.

The cancellation of orders cannot be accepted unless advised as soon as possible in writing and provided that the Buyer agrees to pay costs and expenses of the Company as a condition of the Company's acceptance of cancellation.

6. PAYMENT TERMS.

a). Terms are, subject to any express term to the contrary contained in a formal contract of supply between the Company and the Buyer are 30 days from the date of invoice (time to be of the essence). This provision shall be without prejudice to the Company's right to require immediate payment of all outstanding invoices rendered to the Buyer where the Buyer is in default of the payment terms in the Clause in respect of one or more invoices.

b). If payment is not received by the due date agreed between the parties, the Company reserves the right to withdraw any special terms or conditions or discounts or rebates that have or are intended to apply to any current or future contract.

7. INTEREST.

The Company reserves the right to charge interest at the annual rate of 5% above the base rate from time to time of the Company's bankers (both before and after judgement) and that such interest may be claimed by the Company from the date of invoice until the date of payment.

8. TITLE OF GOODS.

The Company and the Buyer expressly agree that until the Company has been paid in full for the goods comprised in any contract between them:-

a). The goods comprised in the relevant contract shall remain the property of the Company. The insurable risk in the goods to which any contract incorporating these conditions relates, shall pass to the Buyer as soon as the goods are delivered to it or to a carrier nominated by the Buyer.

b). The Company may recover goods at any time from the Buyer, if in its possession, if the amount outstanding from the Buyer to the Company in respect of goods supplies shall remain unpaid after the due date for payment has passed, and for that purpose the Company, its servants and agents may enter upon any land or building upon which the goods are situated.

c). Pending payment for the goods the Buyer has the right to dispose of the goods in the course of its business as agent for the Company (but any warranties, conditions or representations given or made by the Buyer or any third party shall not be binding on the Company who shall be indemnified by the Buyer with respect thereto).

d). In the event of such disposal the Buyer shall forthwith hold the proceeds of any such sale in trust for the Company to the extent of the full invoice price of the goods.

9. DELIVERY.

a). Delivery of the Goods shall be deemed to have been made to the Buyer upon completion of unloading at premises specified by the Buyer for delivery.

b). If the contract provides for delivery by instalments, each instalment shall be deemed to form a separate contract governed by these conditions, provided that any delay in delivery or non-delivery of any instalment shall not entitle the Buyer to treat any such contract as at an end or to reject any other instalment.

10. CLAIMS.

a). It shall be the duty of the Buyer before using goods, supplied by the Company, for any purpose and before parting with possession of the same, to test and examine the goods in every respect and to satisfy himself of their fitness for any purpose for which that are intended to be used.

b). Any complaint of alleged defect in the quality of the goods, short delivery or of damaged to goods in transit must be notified to the Company in writing otherwise than upon consignment note or delivery document within 36 hours of receipt of the goods and any complaint of failure to deliver goods invoiced must be so notified within 7 days of the date invoice. If the Buyer shall make any complaint within the times stipulated, the Company shall, after it has had a reasonable time to investigate the same and examine the goods in dispute, be entitled at it's option -1) to replace the goods (if defective), or 2) to accept the return of the goods (if defective) and credit the Buyer with ssum not exceeding the proportion of the net invoice price which is attributable to the goods which are the subject of the claim.

11. RETURN OF GOODS.

a). The return of goods shall not be made without prior written arrangement between the Buyer and the Company.

b). Goods which the Company has agreed to accept back into its own warehouse stock will be subject to a handling charge of not less than 15% of the invoiced value of the goods, All goods returned must have been properly prepared for transportation and be in an undamaged condition. The Company will be unable to credit any goods returned that do not comply with this requirement.

12. MATERIALS.

The Company shall not be bound by any oral warranty or representation given or made on its behalf unless contained in a written contract or otherwise confirmed in writing by an authorised officer of the Company, not by implied term, condition or warranty whether arising by implication of law or to be implied from circumstances save and except a warranty that goods sold shall correspond with the contractual description.

13. LIMITATION OF LIABILITY.

Except as otherwise expressly mentioned in these conditions, the Company shall have no liability of any kind whatsoever to the Buyer in respect of any loss or damage (whether direct, indirect, economic or consequential) suffered by the Buyer whether in contract, tort or otherwise, and whether for loss or damage to property or otherwise in respect of any goods supplies or work done by the Company (other than liability for negligence resulting in personal injury or death).

14. INDEMNITY.

The Buyer shall indemnify the Company against claim made against the Company by a third party arising out of any goods supplies or work done for the Buyer.

15. GOODS TO ORDER.

a). If goods manufactured or converted to the Buyer's order are ready for delivery and the Buyer fails to take delivery at the time required by the contract the Company shall be entitled:-

i) to invoice such goods forthwith and

ii) to charge at rates giving economic return for the handling and storage of such goods, and for their insurance, from the date of the invoice to the date when the Buyer takes delivery or the Company disposes of the same.

b). If the Buyer fails to take delivery within 30 days of the date of invoice the Company shall be entitled to treat the contract as at an end and, without prejudice to any other right it may have against the Buyer, shall be entitled to resell the goods.

16. FORCE MAJEURE ETC.

The Company shall not be liable for failing to perform the contract whether wholly or in part, if the failure is caused either wholly or partly by any circumstance or circumstances outside the Company's control which shall include any form of industrial action.

17. GOVERNING LAW.

The interpretation and the performance of these conditions will be governed by the Law of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.