

CREDIT ACCOUNT APPLICATION
(For Limited Companies Only)

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DATE OF APPLICATION

To apply for your credit account, just follow the simple steps below. If you need any help with your application or your credit facility please email accounts@concept-data.com or call 0113 2650093 and we will be happy to help.

COMPANY NAME

Invoice Address: [If different]

Address:
[Registered Office]

Post Code:

Tel No:

Please make sure you complete all fields and use the email address that you wish to associate to your credit account.

Email:

Company Registration No:

Vat registration No:

Maximum Credit Required:

Anticipated Monthly Credit:

Contact Names:

Accounts:

Buyer:

Tel No:

Tel No:

E-Mail:

E-Mail:

BANK DETAILS

BANK Name:

SORT CODE: - -

Address:

SWIFT CODE:

IBAN CODE:

Account Name:

Account Number:

TRADE REFERENCE:

[Company one]

[Company two]

NAME:

NAME:

ADDRESS:

ADDRESS:

TEL:

TEL:

FAX:

FAX:

EMAIL:

EMAIL:

DECLARATION

I have agreed to the company's terms and conditions of sale, a copy of which is attached to this application.

Signed

:

Position:

Company Director/ Secretary

Print:

Date:

The information supplied on this application form will be held within the Concept Group of companies. It will be used for credit purposes only. Trade references supplied will be contacted for confirmation of trading and payment terms.

E-mail to accounts@concept-data.com

Any further applicable information

TERMS AND CONDITIONS OF SALE CONTRACT**1. General**

"The Company" means Concept Data Display Limited Registered in England, Company No: 2325101, Colour Display Limited Registered in England, Company No: 2359755, "the Customer" means the buying party and "the Contract" means the contract between the Company and the Customer

2. The Contract

(i) The contract shall be subject to the following conditions, which by way of placing an order with the Company, the Customer shall be taken to have accepted unless otherwise agreed in writing.

(ii) No contract shall exist until the Company has received from the Customer an order. Where the Customer's order is not in writing, the Company's acceptance shall be deemed to be correct in all respects.

(iii) No statement, representation or promise whether oral or in writing made by any employee or agent of the company shall be treated as authorised or binding nor shall it have any contractual effect unless it is incorporated into the Company's acceptance of order.

(iv) These terms and conditions override any terms or conditions proposed by the Customer and may not be varied except with the written consent of the Company.

(v) The Contract shall be subject to and construed in accordance with English Law.

3. Quotations

Quotations issued by the Company are open for acceptance for ten days from the date of the quotation and will lapse thereafter.

4. Price

Unless a quotation has been given in writing in accordance with paragraph 3 aforesaid the price will be that ruling on the date of despatch. The Customer shall be liable for any tax and/or duty levied upon the goods.

5. Terms of Payment

(i) Where credit facilities have been agreed, payment shall be due within 30 days of the date of invoice. Credit facilities are offered based upon information available at the time of credit application. Should the Company receive adverse information on the Customer, credit facilities will be reviewed and possibly withdrawn. Upon notified removal of credit facilities, all outstanding invoices will fall due for payment with immediate effect.

(ii) Subject to sub-paragraph (vii) hereof, payment in full shall be made within 30 days of the date on which the goods are invoiced or delivered.

(iii) No sum payable by the Customer is subject to any discount unless there is express provision therefore in writing.

(iv) Where goods are ordered for delivery or collection for a particular month and are not collected or able to be delivered due to contrary instructions of the Customer, payment for such goods will become due within 30 days of the Customer being notified that the goods are ready for collection or delivery.

(v) Interest at the rate of 8 % per annum above the bank rate of Barclays Bank PLC shall be payable on all overdue payments from the date any payment should have been made under sub-paragraph (i) hereof until the date of actual payment. An administration charge of £25.00 will be added to each invoice issued in respect to interest added.

(vi) If the customer fails to make any payment that is due under this or any other contract with the Company, the Company may suspend all further deliveries until all such payments with interest thereon have been made in full and the price of the items ready for delivery by the Company but not delivered has been paid.

(vii) If packages are not returned to the Company in good condition, the cost of replacing the same at the Company's premises shall be paid by the Customer.

(viii) In the event of the Customer having a winding-up or receiving order made against it or a Receiver appointed over its assets or any part thereof:

(a) Any invoice, which apart from this sub-paragraph would not be due, shall become due immediately.

(b) Notwithstanding and without prejudice to the provisions of sub-paragraph (a) (save that the Company shall not be entitled to both payment for the goods and to their repossession). The Customer's right to possession of the goods shall cease and the Company may for the purpose of recovering the same enter upon the premises where they are or may be found and re-possess them.

6. Passing of Property and Risk

(i) All goods shall be and remain the property of the Company until the full price including any interest due for late payment under paragraph 5 hereof has been paid.

(ii) The Company is covered by insurance for loss or damage to goods in transit.

The Company's liability for such loss or damage shall be the amount recoverable from the insurer and/or the carriers. The Customer must notify the Company of damage within 3 working days of delivery. Failure to do so will negate the likelihood of a successful claims against the insurers or carriers.

(iii) The risk in any goods delivered shall pass to the Customer when all the items have been offloaded at the point of delivery or, if the goods are collected by or on behalf of the Customer from the Company's premises, at the moment when all the items forming a load have been loaded onto the vehicle or any other container.

7. Delay and Failure in Delivery

(i) Any time or date named by the Company for delivery or for the completion of any work is given and intended as an estimate only and the Company shall not be liable for delay howsoever caused in performing any obligation.

(ii) The Company shall not be liable for any delay in fulfilling or any failure to fulfil any obligation of the contract if any such delay or failure is caused or contributed to by any:

(a) Cause beyond the Company's control;

(b) Industrial action of any kind by any person whether employed by the Company or by anybody else;

(c) Accident to or injury or death of any person;

(d) Breakdown of or damage to any equipment, machinery or vehicle.

(iii) Any delay by the Company shall not entitle the Customer to rescind the contract or refuse to accept delivery of any items delivered there under.

8. Call-off

(i) Where goods are made to the Customer's order for call-off and no delivery date is specified then any goods not called-off and delivered within three months of the Customer being notified of their manufacture shall be deemed to have been called-off.

(ii) Where goods are made to the Customer's order for call-off on or before a specified date then any goods not called-off before that date shall be deemed to have been called-off on that date.

(iii) Any goods deemed to have been called-off under sub-paragraph (i) or (ii) aforesaid may be invoiced and delivered to the Customer or invoiced and stored at the Customer's risk and expense until delivery.

(iv) Following any deemed delivery under sub-paragraphs (i) or (ii) aforesaid the Company shall be under no further obligation to manufacture or hold stocks of the items deemed to have been delivered until a further order from the customer has been accepted by the Company.

9. Tooling/Artwork

The Customer shall be charged for the acquisition or production by the Company of all tooling/artwork needed to produce goods to the Customer's design. Once paid for in full or otherwise agreed in writing by the Company, such tooling/artwork however shall remain the property of the Customer and if stored within the Company's premises, be at the risk of the Company who undertakes to use such tooling/artwork only for the production of goods for the Customer in question. The Company reserve the right to charge the Customer for any work required to keep such tooling /artwork in good manufacturing condition. All tooling/artwork provided for the Company's use by the Customer shall remain at the Customer's risk while in the possession of the Company.

10. Cancellation

The Customer may not cancel the contract without the consent of the Company. If such consent is granted it will be subject to the express condition the Customer shall indemnify the Company against all loss, damages, claims or actions of whatsoever nature caused arising out of such cancellation.

11. Claims and Complaints

(i) Notification in writing of loss or partial loss of a consignment or damage to goods should be made to the Company by the Customer within 3 working days or sooner:

(a) In the event of a Customer signing for a consignment/delivery as received in good condition they negate any possible claim for damages or lost goods.

(b) In the event of non-delivery of a whole consignment, within 3 days of the date of the invoice thereafter.

(ii) In the absence of any such notification required under sub-paragraph (i) hereof of the goods which were delivered or should have been delivered shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to accept and pay for the same in full accordingly and shall have no claim whatsoever against the Company.

(iii) Notwithstanding that the Customer has a claim whether or not under the provisions of sub-paragraph (i) (a) hereof for partial loss, damage or non-delivery of any separate part of any consignment he shall in any event be liable and pay for that part of the consignment for which he has no claim.

(iv) The Customer shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of work done to the specifications of the Customer which involves the infringement of any letters, patents, registered design or copyright.

12. Conditions and Warranties

(i) If any fault in the goods due to bad workmanship or material is proved and the faulty goods are returned to the Company within fourteen days of delivery thereof the Company will at its own cost and at its own option replace the faulty goods or credit the Customer with the price thereof.

(ii) No warranty condition or other term as to quality, quantity or fitness for any purpose of the goods delivered under this contract with the Company is given or accepted, and so far as the Company may lawfully do so any warranty condition or other term whether express or implied by statute, a common law or otherwise is hereby excluded from this contract notwithstanding that the purpose for which the goods are to be used are known or made known to the Company. In any event the liability of the Company shall not exceed the total contract price.

(iii) Neither the Company nor its servants or agents upon whose behalf the Company hereby contracts shall be liable to the Customer for any loss, injury, damage or claim of any kind whatsoever arising out of or in connection with the use of the goods supplied by the Company whether or not such loss, injury, damage or claim may be occasioned by the negligence of the Company or by any person for whom the Company may be responsible. Where notwithstanding this paragraph there is liability upon the Company that liability shall not exceed the total contract price.

13. Trade Debtors

We may transfer information about you to our bankers / financiers for the purpose of providing services and for the following purposes:- Obtain credit insurance, Making credit reference agency searches, Credit control, Assessment and analysis (including credit scoring, market, product and statistical analysis) , Protecting our interest. If requested to in writing, we will provide you with details of our bankers / financiers and that of any credit reference agencies used.