



Trade Account Application Form

1. Company Registered Name: _____

Trading Name if different: _____

Registered Office Details if different:

Address _____

Tel: _____ Fax: _____

Company Registration No. : _____ Vat No. : _____

Legal status: Limited / PLC / Partnership / Sole Trader

Date Established _____ Number of Employees: _____

2. Invoice & Accounts Details:

Address: _____

Tel: _____ Fax: _____

Email: _____ Contact Details: _____

3. Delivery Details:

Address: _____

Tel: _____ Fax: _____

Email: _____ Contact Details: _____

Please specify any special booking requirements: _____

4. Purchasing Details: Name of Buyer: _____

Email: _____	Mobile No.: _____
Direct Tel: _____	Direct Fax: _____
Address: _____	

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5. Names & Home Addresses of all Directors, Shareholders, Partners, Proprietors or Trustees:
(Please attach an extra page if more than two)

Name: _____	Name: _____
Address: _____	Address: _____

Tel: _____	Tel: _____

6. Bankers

Bank: _____	Address: _____	
Tel: _____	Fax: _____	Contact: _____
Account Number: _____	Sort Code: _____	

7. Trade References:

Name: _____	Name: _____
Address: _____	Address: _____

Tel: _____	Tel: _____

8. Credit Limit Required:

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9. I/we hereby acknowledge receipt of a copy of your standard terms and conditions of sale which I/we have read and which I/we accept shall apply to every sale contract entered into between us. In particular, I/we have noted and accept all conditions relating to the granting of credit, terms of payment and retention of title and property in all goods supplied until all monies outstanding under any sale contract have been received by DVD Technology Ltd by way of cleared funds.

I confirm that the above information is true to the best of my knowledge and I am authorised to sign this application on behalf of the company:

Signature: _____	Print Name: _____
Date: _____	Position: _____

Please complete & return along with your company letterhead to:
DVD Technology Ltd
Unit A Reading Approach
Cradock Road
Reading
RG2 0EE

Terms and Conditions

1. Definitions
 - 1.1. Buyer' means the person, firm or Company who buys or agrees to buy the goods from the Supplier
 - 1.2. 'Conditions' means the terms and conditions set out in this document and any special terms and conditions agreed in writing by the Supplier
 - 1.3. 'Goods' means the batteries or other goods which the Buyer agrees to buy from the Supplier
 - 1.4. 'Price' means the price for the Goods inclusive of carriage, packing, insurance but exclusive of VAT
 - 1.5. 'Supplier' DVD Technology Ltd Unit A Reading Approach Cradock Road Reading RG20EE.
2. Conditions applicable
 - 2.1. These Conditions shall apply to all contracts for the sale of Goods by the Supplier to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document
 - 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions
 - 2.3. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions
 - 2.4. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier
3. The Price and payment
 - 3.1. The Price shall be the Supplier's quoted price at the date of delivery and shall include delivery costs. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Supplier's invoice.
 - 3.2. The Supplier reserves the right to increase prices by the amount of any increase in the costs which the supplier may incur during the course of performing this contract for whatever reason including, without limitation, increases in the costs of labour, materials and overheads. Prices will also be increased by and include such storage and insurance costs as may be incurred by the Supplier as a result of failure by the Buyer to take delivery.
 - 3.3. Payment of the Price and VAT shall be due within 30 days of the date of the date of the invoice. Time for payment shall be of the essence.
4. The Goods
 - 4.1. The quantity and description of the Goods shall be as set out in the Supplier's quotation
 - 4.2. The Supplier may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods
5. Warranties and liability
The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded
6. Delivery of the Goods
 - 6.1. The Goods will be delivered to the Buyer at the address provided by the Buyer
 - 6.2. The risk in the Goods shall pass to the Buyer upon such delivery taking place
 - 6.3. Any dates quoted for delivery of the Goods are approximate only and the Supplier shall not be liable for any delay in the delivery of the Goods however caused.
 - 6.4. No claim for damaged Goods or shortage of Goods will be accepted by the Supplier unless on delivery of the Goods the Buyer signs that the delivery is damaged. In any event the Supplier will not accept any claims for damage or shortage unless the Supplier receives written notice of such damage or shortage within 48 hours of receipt of the Goods
7. Acceptance of the Goods
 - 7.1. The Buyer shall be deemed to have accepted Goods 24 hours after delivery to the Buyer
 - 7.2. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract
8. Title and risk
 - 8.1. Risk shall pass to the Buyer on delivery of the Goods
 - 8.1.1. In spite of delivery having been made, the Supplier retains title in the Goods delivered as against the Buyer until:
 - 8.1.1.1. The Buyer shall have paid the full purchase price of the Goods plus VAT; and
 - 8.1.1.2. No other sums whatever shall be due from the Buyer to the Supplier.
 - 8.1.1.3. Until property in the Goods passes in accordance with clause 8.1.1 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Supplier.
 - 8.1.1.4. The Buyer shall store the Goods (at no cost to the Supplier) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Supplier's property
 - 8.1.2. Notwithstanding that the Goods (or any of them) remain the property of the Supplier, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Supplier. Any such sale or dealing shall be a sale or use of the Supplier's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Supplier the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Supplier and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Supplier's money.

- 8.1.3. The Supplier shall be entitled to recover the purchase price of the Goods (plus VAT) notwithstanding that property in any of the Goods has not passed from the Supplier.
 - 8.1.4. Until such time as Property in the Goods passes from the Supplier, the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Supplier. If the Buyer fails to do so the Supplier may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such a request the rights of the Buyer under clause 8.1.4 shall cease
 - 8.1.5. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Supplier. Without prejudice to the other rights of the Supplier, if the buyer does so all sums whatever owing by the Buyer to the Supplier become due and payable.
 - 8.1.6. The Buyer shall insure and keep insured the Goods to the full purchase price against 'all risks' to the reasonable satisfaction of the Supplier until the date that property in the Goods passes from the Supplier, and shall whenever requested by the Supplier produce a copy of the policy insurance. Without prejudice to the other rights of the Supplier, if the Buyer fails to do so all sums whatever owing by the Buyer to the Supplier shall forthwith become due and payable.
9. Remedies of Buyer
- 9.1. Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Supplier to supply Goods which conform to the contract for sale
 - 9.2. Where the Buyer accepts or has been deemed to have accepted any Goods then the Supplier shall have no liability whatever to the Buyer in respect of those Goods.
 - 9.3. The Supplier shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Supplier of this contract
 - 9.4. The Supplier shall indemnify the Buyer against all claims by the customers of the Buyer and their sub-buyers arising out of any breach whatever by the Supplier of this contract of sale [due to want of merchantable quality or lack of fitness for purpose of the Goods or any of the Goods]
10. Termination
- The Supplier shall be entitled by written notice to terminate this contract
- 10.1. at any time after 14 days of the Supplier becoming aware of any breach of this contract by the Buyer if that breach has not been rectified before the giving of the notice; or
 - 10.2. forthwith if the breach committed by the Buyer if the Buyer is not capable of rectification; or
 - 10.3. forthwith if the Buyer becomes insolvent or commits any act of bankruptcy or makes any composition with its creditors or has a Receiver appointed of its assets or commences proceedings or takes steps of any kind for its liquidation. Any such termination shall be without prejudice to any claim that the Supplier may have against the Buyer
11. Force Majeure
- The Supplier shall not be liable in any circumstances to the buyer if the supply of any Goods is prevented by any circumstances which are outside the control of the Supplier including but without limitation strikes or industrial disputes, shortage of materials or fuel, withdrawal or interruption of supplies or breakdown of machinery. If the Supplier believes that the circumstances of force majeure are likely to continue for a lengthy period the parties shall consider whether the contract should be terminated, or if it should continue on what terms.
12. No Waiver
- No failure by the Supplier to insist on any of the provisions of this contract, nor the grant of any time or indulgence by the Supplier shall constitute a waiver of any of the Supplier's rights or of the Buyer's obligation under these Conditions
13. Notices
- All notices to be given under these Conditions must be in writing and may be given by letter, facsimile or e-mail. Any notice posted shall deemed to have been served seventy two hours after posting or if delivered by hand or e-mailed on the day of delivery or transmission. Notices shall be addressed to the last known address of the intended recipient
14. Proper law of contract
- 14.1. This contract is subject to the law of England and Wales
 - 14.2. All disputes arising out of this contract shall be subject to exclusive jurisdiction of the courts of England and Wales

I/We agree to the terms and conditions as detailed above and hereby apply to open a credit account with a credit limit of £_____.

Signed _____ For and on behalf of _____

(Print Name) _____ Date _____