

WE HEREBY APPLY FOR A CREDIT ACCOUNT WITH DAMASCO UK LTD.  
THE FOLLOWING INFORMATION IS SUBMITTED AS A BASIS FOR YOUR CONSIDERATION OF OUR APPLICATION.

*PLEASE ANSWER ALL QUESTIONS; WHERE NO FIGURES CAN BE INSERTED, WRITE THE WORD "NONE".*

ENTITY NAME:		TRADE NAME:	
STREET ADDRESS:			
TOWN:	POST CODE:	WEBSITE URL:	
TEL:	FAX:	EMAIL:	
REGISTERED OFFICE ADDRESS (IF DIFFERENT):			
FULL NAME OF OWNER - LIST HOME ADDRESS FOR PARTNERSHIP OR INDIVIDUAL			
BUSINESS TYPE (PLEASE TICK ONE):	INDIVIDUAL	PARTNERSHIP	CORPORATION
VAT NUMBER:	REGISTRATION NUMBER:		
NATURE OF BUSINESS:			
ESTIMATED ANNUAL SALES:	DATE BUSINESS STARTED:		

**TRADE REFERENCES (MIN 2)**

NAME:	ADDRESS:	TEL:	FAX.:

**BANK REFERENCE**

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BANK NAME:	SORT CODE:
ADDRESS:	POST CODE:
ACCOUNT NO.:	PHONE/FAX:

#### FINANCIAL RESPONSIBILITY

Date : \_\_\_\_\_

Entity Name: \_\_\_\_\_

Signature : \_\_\_\_\_

Name of Signee: \_\_\_\_\_

Title: \_\_\_\_\_

Applicant's signature attests: Entity's financial responsibility, ability and willingness to pay Damasco UK Ltd invoices in accordance with the standard terms and conditions of sale;

This statement is considered as reiterated and applicable to each purchase until revoked in writing, and it is understood that in the event of late payment, you agree to pay all actual collection costs, legal fees and court costs incurred by Damasco UK Ltd, in the collection of the late payments, regardless if judicial action is undertaken.

By signing this application, you certify that the information provided is true and correct and that you are of legal age to enter into this transaction. You also agree to be bound by the terms and conditions stated in this application. You authorise Damasco UK Ltd to verify any information included in this application or in other documents required to obtain the credit requested. You authorise any party named in this application to provide any and all information to Damasco UK Ltd, and you authorise Damasco UK Ltd to provide information about applicant to credit reporting agencies for the purpose of retrieving its credit reports. Damasco UK Ltd disclaims all responsibility for, and you acknowledge that Damasco UK Ltd will not be liable for, any disclosure of that information by such third party.

Notwithstanding anything in this Agreement, nothing obligates Damasco UK Ltd to continue to extend credit to any party and extension or continuation of credit is at Damasco UK Ltd's sole discretion.

Please note that by signing this document you agree to be bound by our credit account payment terms which are detailed in our Terms and Conditions.

**When completed return via email to sales@damasco.co.uk or fax to 0845 671 5549 or post form to above address.**

#### Terms & Conditions

##### Orders

When confirmation of order is received, this is to indicate that we have received your order. It does not indicate that a contract exists between us. We will indicate acceptance of your order, and hence a contract between us, when we send you an invoice. We have included this term to protect us in the

case that a mistake has been made in pricing, we have inadvertently under-priced goods, or we are no longer able to supply a particular product for some reason.

#### **Title**

- (a) The property in the goods shall not pass to the Buyer until the Buyer has paid the full purchase price.
- (b) The risk of loss or damage to the goods shall pass to the buyer when the goods are released by the company from their depot.

#### **Quotations**

All quotations are subject to withdrawal or amendment at any time prior to confirmation by the Seller or an order for goods referred to therein and are also subject to materials being available at the time of acceptance of order. Clerical errors are subject to correction. Standard quotations are valid for 30 days.

#### **Prices**

- (a) Where the quantity ordered is less than that quoted for or delivery is ordered in instalments less than those specified in the quotation, the prices are subject to adjustments as appropriate.
- (b) In the event of any change in the cost of raw materials required to fulfil the order, prices quoted may be subject to an appropriate variation. We will always contact you first to ensure that the price is acceptable.

#### **Payment**

- (a) Unless otherwise agreed, payment is to be made with order. No goods will be despatched until payment has been received in full.

#### **Credit Accounts**

- (a) Subject to satisfactory references, credit accounts should be settled at the end of the calendar month following the month during which the goods are despatched.
- (b) Delay in payment – In the event of the Buyer failing to comply with the Company's above mentioned terms of payment the Company reserves the right to cancel any other agreements with the Buyer subsisting at the time relating to goods to be sold or supplied or relating to work to be done.
- (c) Interest will be charged on all overdue outstanding accounts at the rate of 6% per month.

#### **Artwork, Print Stereos**

- (a) Unless otherwise specified, printing stereos will be supplied at cost.
- (b) We will accept no responsibility for errors in proofs, which have been passed by you.
- (c) Quotations for printing are made subject to the suitability of copy mater and are made on the basis of the use of our standard range of ink colours, any deviation from which may at our discretion incur an extra charge.

#### **Delivery**

- (a) Every effort will be made by the seller (a) deliver the goods within the agreed delivery period, but no guarantee of delivery date is implied and the Seller shall not be liable for loss or damage occasioned by any delay in delivery.
- (b) Where the Buyer fails to accept deliveries in accordance with the terms and conditions of the order, the balance of undelivered goods shall be invoiced to the Buyer, the goods being held at the Buyer's risk and any storage and additional carriage costs being charged to the Buyer's account.

#### **Terms & Conditions**

#### **Back Orders**

If your item is not in stock, we will place it on back order for you. You will always be contacted with the option to cancel your order if you would rather not wait. We reserve the right to substitute out of stock items with those of a suitable equivalent of equal or higher value.

#### **Tax Charges**

All prices are subject to VAT at the standard rate of 17.5%.

### **Guarantee & Returns Policy**

Goods are supplied in good faith. If however you order the wrong item, are not completely satisfied with the items you receive or simply want to return your goods, you must arrange for them to be returned to us, and providing they are received by us in good condition (ie they have been handled with reasonable care), we will refund the cost of the goods in full less the carriage costs incurred by us. If any goods are faulty or damaged when you receive them, we will arrange for them to be replaced or refunded but you must notify us within fourteen days of receiving delivery otherwise no claim will be entertained. Delivery charges for damaged or faulty goods or errors made by us will be fully refunded and/or not charged. Your statutory rights remain unaffected.

### **Claims**

(a) Where delivery is made by us to a carrier for transmission to you or your nominee, we will claim against the carrier on your behalf in respect of non-delivery or short delivery by the carrier or damage in transit, provided you notify both us and the carrier in writing of any such claim within such time as will enable us to comply with the time limits currently laid down by the carrier for notifying him of the claim in question.

(b) We shall not be liable in respect of consequential loss or damage, nor in respect of conditions or warranties, whether express or implied by statute or common law, which have not been confirmed by us in writing.

(c) We shall not be liable in respect of any kind of claim or complaint against us unless you notify us in writing within fourteen days of delivery to you of the goods (or, in the case of non-delivery, within fourteen days of the agreed delivery date) and we shall have the option of replacing or crediting the value of the goods in respect of which any kind of claim is made, thereby fully discharging all legal liability in respect thereof.

(d) You will be liable to indemnify us against all expense, loss or damage suffered by us as a result of claims for infringement of patents, trademarks, registered design or copyright arising out of work done to your direct instructions.

### **Force Majeure**

Every effort will be made to carry out any contract based on the quotation but the due performance of it is subject to variation or cancellation owing to Act of God, War, Strike, Lock-out, Fire, Flood, Drought, Riot, Civil Commotion, restriction by Government or other competent Authority or any other cause beyond the Seller's control, or owing to the Seller's inability to procure materials or articles except at enhanced prices due to any of the fore-going causes.

### **Reaching Us**

If you need to reach us, please contact us on 0845 671 5549 or fax us on 0845 071 0766 or email us at sales@damasco.co.uk or write to us at Unit 4 Hollis Road Grantham Lincolnshire NG31 7QH.