

Application for Credit Facility

1. Name/Trading Style: _____
2. Postal Address: _____
 _____ Post Code: _____
3. Invoice Address:
 (If different) _____ Post Code: _____
4. Main Purchasing Contact: _____ Position _____
5. Contact For Payment: _____ Position _____
6. Telephone Number: _____ Fax No. _____
 Direct Line: _____ Contact For Payment Tel No. _____
7. Registered Name: _____
8. Trade/Business In Which Engaged: _____
9. Names Of Directors And Home Addresses:

Name 1	Name 2	Name 3
Address	Address	Address
.....
.....

10. Trade References full name and address. Your account with them must have been operational for a minimum of 2 years.

Bankers	Trade Ref:	Trade Ref:
Address	Address	Address
.....
A/C No.
Sort Code

FOR OFFICIAL USE ONLY		
Date Applied	Date Applied	Date Applied
Date Received	Date Received	Date Received

11. Total amount of Credit (Maximum) required per month

I/We apply for credit facilities and agree to strictly comply with your terms and conditions set out overleaf. We agree to settle amounts by 30th day of the month following the date of the invoice.

Authorised Signature Position:
 Name :

FOR OFFICIAL USE ONLY		
Approved	Date Approved	Credit Limit
Account No	Letter Head Received	Date Received



CONDITIONS OF SALE

1. Definitions

"The Seller" means Label-Form Limited.

"The Purchaser" means the person, firm or company to be supplied with the Goods by the Seller.

"Goods" means the goods, materials and/or other items to be supplied pursuant to the Contract.

"The Contract" means the contract for sale and purchase of the Goods made between the Seller and the Purchaser to which these conditions apply.

2. Goods supplied to the Seller are believed to be suitable for the purposes recommended in the Seller's trade literature issued from time to time. The Seller shall be under no liability to the Purchaser for the use of the Goods for other purposes unless the Purchaser makes such purposes known to the Seller in writing and the Seller recommends the Goods in writing therefore. All Goods are sold on the understanding that Purchasers will independently determine that the total quality and make up of the Goods (including all adhesives, face materials, die-cutting, graphics, slitting tolerances and resistance to environmental conditions) are suitable for their particular purpose and for use upon any machines with which Purchasers intend to apply the label to the containers in question.

3. All information recommendations and descriptive material about this Label-Form product is based upon research and is believed to be reliable but does not constitute any warranty or representation. No salesman, representative or agent is authorised to give any guarantee, warranty, or make any representation contrary to the foregoing.

4. Scope

These Conditions apply to the contract and shall prevail over any inconsistent terms or conditions contained or referred to in the Purchaser's order or in correspondence or elsewhere unless specifically agreed to in writing by a Director on behalf of the Seller and any conditions or stipulations to the contrary are hereby excluded or extinguished.

5. Quotations

A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to the Seller's acceptance of the Purchaser's order.

6. Prices

The prices payable for the Goods shall (where appropriate) be the Seller's list prices therefore current at the time of despatch. The Seller shall have the right at any time to revise list and/or quoted prices to take account of increases in costs including (without limitation) costs of acquisition of any goods or materials, carriage, labour or other overheads, the increase or imposition of any tax duty or other levy and any variation in exchange rates.

7. Preliminary Work

All work produced whether experimentally or otherwise at Purchaser's request will be charged for at the Seller's current rates.

8. Proofs

Corrections on or after first proof, including alterations in style, will be charged extra. Proofs of all work may be submitted for Purchaser's approval and no responsibility will be accepted for any errors in proofs passed by the Purchaser.

9. Expedited Delivery

Should expedited delivery or any special means of delivery be agreed and necessitate overtime or any other additional costs and expenses, an additional charge may be made.

10. Freight and Packing Charges

Charges for freight and packing will be made in accordance with the Seller's rates therefore current at the time of despatch. Orders requiring overseas delivery may be debited with the cost of any special packaging required together with all freight, insurance and other charges incurred by the Seller. All packing materials will be debited and as such are not returnable.

11. Terms of Payment

In the absence of any written agreement to the contrary, payment of invoices shall be made without any deduction or set-off in cash sterling, so as to be received by the Seller within 30 days of the date thereof. Under the provision of the Late Payment of Commercial Debts (Interest) Act 1998, the seller reserves the right to charge interest at 8% above the Bank of England rate appertaining at the time of the debt, which will accrue from the day after payment was due, for any late payments.

12. Delivery

12.1 Time not being of the essence of the Contract delivery dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect. The Seller shall not be under any liability to the Purchaser in respect of any delay in delivery, howsoever arising. If delivery shall not have taken place within a reasonable time the Seller's liability shall be limited to the value of the Goods specified in the Seller's quotation.

12.2 In the event of the Purchaser returning or failing to accept any delivery of the Goods in accordance with the Contract the Seller shall be entitled at his option, either to deliver and invoice the Purchaser for the balance of Goods then remaining undelivered or so to suspend or cancel further deliveries under the Contract. The Seller shall be entitled to store at the risk of the Purchaser any Goods which the Purchaser refuses or fails to accept and the Purchaser shall in addition to the invoice price pay all costs of such storage and any additional costs or carriage incurred as a result of such refusal or failure.

12.3 The Goods shall unless delivered by the Seller's own transport or by a carrier on behalf of the Seller be deemed to have been delivered and the risk therein to have passed to the Purchaser upon their transfer to the carrier named by the Purchaser or (in the case of delivery "exworks") upon the Seller notifying the Purchaser that the Goods are available for collection.

12.4 Where the Goods are delivered by the Seller's own transport or by a carrier on behalf of the Seller at the risk therein shall pass to the Purchaser upon delivery. The Seller shall advise the Purchaser of the scheduled day of despatch from the Seller's works and unless the Purchaser notifies the Seller in writing within 21 days the Seller shall not be liable for any loss of, or damage to the Goods in transit nor for failure of the Goods to be delivered and such Goods shall be deemed to have been delivered in good order and condition.

12.5 If in the case of the Contract or any order involving more than one delivery default is made in payment on the due date the Seller shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Purchaser.

13. Title

13.1 Title to the Goods shall only pass to the Purchaser upon payment in full of the price therefore together with any and all other sums owing and/or due to the Seller of whatsoever nature and whether under the Contract or other-wise in any case where the Goods are, or are capable of becoming the subject of any industrial or intellectual property rights of any third party the Seller warrants that it shall transfer to the Purchaser only such title as it may have to the Goods.

13.2 The Seller reserves the right to re-possess any of the Goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Purchaser hereby grants an irrevocable right and license to the Seller's servants and agents to enter upon all and any of its premises with or without vehicles during normal business hours. The right shall continue to subsist notwithstanding the termination of the Contract through the happening of any of the events specified in Condition 21 or otherwise and without prejudice to any accrued rights of the Seller thereunder.

14. Purchaser's Property and Materials Supplied

14.1 The Purchaser's property and all materials and equipment supplied to the Seller by or on behalf of the Purchaser will be held at the Purchaser's risk.

14.2 Without prejudice to the provisions of Condition 19.3 where materials or equipment are supplied by the Purchaser the Seller shall be under no liability to the Purchaser for any, loss, damage or injury direct or indirect in relation to the Goods supplied and/or services provided resulting from defects in or unsuitability of such materials or equipment.

14.3 Where the Purchaser supplies materials and equipment, sufficient quantities shall be supplied to cover spoilage.

15. Standing Matter

Type may be distributed and lithographic photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary in the latter event a custodial fee may be charged.

16. Printing Matter

Plates and dies are tools of the trade and as such remain the property of the Seller.

17. Variations

Every endeavour will be made to deliver the correct quantity ordered, but the Seller shall be deemed to have fulfilled his contractual obligations in respect of any delivery though the quantity may be up to 10% more or less than the quantity specified in the Contract and in such event the Purchaser shall pay for the actual quantity delivered.

18. Illegal Matter

18.1 The Seller shall not be required to print any matter which in its opinion is or may be of an illegal, immoral or libellous nature.

18.2 The Purchaser shall indemnify and keep indemnified the Seller against all claims, costs, damages and expenses incurred by or for which the Seller may become liable as a direct or indirect result of the carrying out of any work required to be done on or to the Goods in accordance with the requirements or specifications of the Purchaser involving the printing of any illegal, immoral or libellous matter or any infringement or alleged infringement of any intellectual or industrial property rights vested in any third party.

19. Warranty and Liability

19.1 The Seller shall not be liable for any shortage in quantity delivered unless a claim in writing shall have been received by the Seller from the Purchaser within 21 days of delivery of the Goods.

19.2 The Seller warrants that the Goods supplied hereunder will for the period of twelve months following the date of delivery remain free from defects in material and workmanship under normal use and service and will conform to the Seller's applicable standard written specifications accepted in writing by the Seller. The Seller's sole obligation hereunder shall be limited to, at the Seller's option, either crediting the Purchaser with the purchase price of, or replacing, the Goods or any part or parts thereof provided that (i) written notice of non-conformance hereunder is received by the Seller not more than 10 days after the defect in question has come to his attention, (ii) after the Seller's written authorisation the Goods in question are returned to the Seller's shipping location freight charges prepaid and

(iii) after examination the Goods in question are disclosed to the Seller's satisfaction to be non-conforming. Any such replacement shall not extend the period within such warranty can be asserted. This warranty shall not apply to Goods which the Seller determines have, whether by the Purchaser or any other person, been subjected to operating and/or environmental conditions in excess of the maximum value therefore in the applicable specifications or otherwise have been subject to misuse, neglect, improper installation or damage or which have been in any way altered, modified or otherwise interfered with by any person other than the Seller's own authorisation personnel. This warranty may be asserted by the Purchaser only and not by the Purchaser's customers or users of the Purchaser's products.

19.3 Subject to the foregoing all conditions, warranties and representations express or implied by statute law or otherwise in relation to the Goods supplied and/or services provided are excluded. Furthermore the Seller shall be under no liability to the Purchaser for any loss or damage resulting from defective material, faulty workmanship or otherwise howsoever arising out of the contract and whether or not caused by the negligence of the Seller, his servants or agents.

19.4 In no event will the Seller be liable to the Purchaser for any incidental or consequential loss, damage or injury.

20. Force Majeure

20.1 The Seller shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the Seller being prevented, hindered or delayed in the performance of its obligations under the Contract by reason of any force majeure circumstances.

20.2 In this Condition force majeure circumstances shall mean any Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, drought, exercise of Government Authority, legislation, difficulty in obtaining workmen, materials or transport or other circumstances whatsoever outside the control of the Seller affecting the provision of the Goods and services hereunder, or of materials therefore by the Seller's usual source of supply or the manufacture of the Goods by the Seller's normal means or the delivery of the Goods by the seller's normal route or means of delivery.

21. Termination

If the Purchaser enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Purchaser shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver shall be appointed of any of the assets or undertaking of the Purchaser or if the circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitles the Court to make a winding up order or if the Purchaser takes or suffers any similar action in consequence of debt or commits any breach of any part of the Contract the Seller may stop any Goods in transit and suspend further deliveries and by notice in writing to the Purchaser may forthwith determine the Contract without prejudice to the provisions of Condition 13.2 hereof and to any existing claim.

22. Waiver

The failure on the part of either party to the Contract to the exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

23. Notices

Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by pre-paid first class post, email or fax addressed to the party concerned at its principal place of business or last known address.

24. Headings

Headings to any of these Conditions are included to facilitate reference only and shall not affect the construction hereof.

25. Governing Law

The laws of England shall apply to this contract.