



9 Bryant Avenue
 Romford Essex
 RM3 0AP
 Phone: 01708 384949
 Fax: 01708 381262
 e-mail: sales@essexpackaging.co.uk
 www.essexpackaging.co.uk

CREDIT APPLICATION FORM

Registered Name:		
Trading Name:		
Registered Office:		
INVOICE ADDRESS:		DELIVERY ADDRESS:
Telephone Number:		Fax Number
E Mail address for purchasing:		E Mail address for Invoices:
How long established in business:		No of employees:
Company Reg Number:		VAT Reg Number:
Managing Director:	Purchasing Contact:	Accounts Contact:
Bank Name and Address:		
Account No:		Sort Code:
Trade Ref 1		Trade Ref 2
Name		Name
Address		Address
Phone:		Phone:
Fax:		Fax:
<p>I certify that the above information given above is correct.</p> <p>Terms of Order and Acceptance: Property in all goods delivered remains with Essex Packaging Supplies Ltd until payment due under all contracts with Essex Packaging Supplies Ltd and the Customer has been made in full, but the risk therein of Damage of Goods and all liability to third parties in respect thereof shall pass to the buyer on delivery.</p> <p>Terms of Payment: The whole of the balance of the price outstanding fall due 30 days after delivery of goods. The above Conditions shall prevail over any inconsistent terms howsoever arising and shall form the basis of the contract between Essex Packaging Supplies Ltd and the customer.</p>		
Signed:		Name:
Position:		Date:

CONDITIONS OF SALE

1. GENERAL

All sales and other contracts made by Essex Packaging Supplies Limited (hereinafter referred to as EPS) are made on the following terms and conditions. No agent, salesman or representative of EPS has authority to vary these terms and conditions or to make any representations as to the effect of these terms and conditions, or as to the subject matter of contract generally, and no such verification or representation shall be binding on EPS unless accepted in writing by a director of EPS.

2. PRICES

(A) Prices quoted for goods are ex-works packed unless otherwise agreed in writing and are exclusive of Value Added Tax.

(B) EPS reserves the right to charge prices current at the date of delivery. However, the quotation shall not be adjusted to meet the increased costs which would not have accrued but for EPS's failure to proceed with the work with responsible despatch.

3. PAYMENT

All invoices are due for payment 30 days from date of invoice.

4. DELIVERY DATE

EPS uses the best endeavors to complete the contracts within the time quoted, but EPS does not accept liability for any delay in delivery of goods or completion of other contracts provided such delivery or completion takes place in a reasonable time.

5. FORCE MAJUERRE

EPS shall not be liable for any loss or damage arising out of any delay or failure in performance of this contract caused by circumstances beyond its control including, but not limited to earthquake, flood, and hurricane. Acts of God or of public enemies, war, national emergency, invasion, insurrections, riots, strikes, picketing, boycott, interruption of any services provided by any public utility. Interference by any government department or official (whether legal or illegal) or breach of contract by a third party provided that if it is prevented from complying with its obligations under this contract by any of such causes it shall forthwith notify the other and shall do all things reasonably possible to comply with its obligations under the contract.

6. TRANSPORT AND STORAGE

The means of delivery of goods shall be at the direction of EPS accepted where specifically requested by customer and agreed by EPS in writing. EPS shall be entitled to make a reasonable charge for all deliveries made or arranged by EPS and for the cost of insurance of goods during delivery.

In cases where EPS is unable to despatch goods by fault of the customer, EPS shall be entitled at the expiration of seven days from the date of notification to the customer that the goods are ready for despatch or collection, to store the goods at the customer's risk and expense either at EPS's premises or otherwise.

EPS will accept responsibility for non-delivered goods in transit only if notified within 14 days of the date of despatch. In any event EPS's liability is limited to the contract price of the goods in question unless such non-delivery damage results from the negligent or wilful act of the company or those for whom it is responsible.

7. ACCEPTANCE OF VARIATION

(A) While EPS makes every effort to ensure that goods supplied correspond in quantity to the order, EPS reserves the right to deviate by +/- 10% in respect of the quantities ordered and delivered.

(B) While EPS makes every effort to ensure that the goods supplied (whether to EPS's design or is the customer's design) correspond in every respect with the sample, specification or description provided, as the case may be, EPS is not responsible for minor variations in specification, in colour, or other design features, and no such minor variation shall entitle the customer rescind the contract or shall be the subject of any claim against EPS by the customer.

8. ARTWORK AND BLOCKS

The customer shall be charged for the acquisition or production by EPS of all artwork and blocks needed to produce goods to the customer's design, such artwork and blocks however shall remain the property of EPS who undertake to use such artwork and blocks only for production of goods for the customer in question. All artworks and blocks provided by EPS's use by the customer shall remain at the customer's risk while in possession of EPS.

9. CUSTOMER'S DESIGNS

The customer warrants that the manufacture or supply of goods to its order or design by EPS shall not involve EPS in the infringement or any patent, registered design, trade mark or copyright, and the customer will indemnify EPS against all claims and expense arising from or incurred by EPS, by reasons of any such infringement or alleged infringement.

10. PROPERTY

(A) The ownership of goods shall remain with EPS until such time as all owing sums to EPS under this or any other contract have been paid, nevertheless payment therefore shall be made in accordance with the terms of this contract whether or not the ownership of the goods has passed by virtue of this clause and seller shall accordingly be entitled to sue for the price once the same is due, even if ownership of the goods has not passed.

(B) The customer shall be entitled to sell the goods and pass the property in the same name to third parties is the normal course of its business until otherwise notified by EPS or until the happening of any of the events set out in (e) below, but the proceeds of re-sale and/or the claim to such proceeds will be EPS's until all sums owing to EPS under this contract have been paid.

(C) EPS shall entitle at any time while any monies under any contracts are outstanding to notify the customer of its intentions to retake possession of its goods.

(D) On receipt of notice from EPS or on the happening of any of the events set out under (e) below the customer's authority to sell EPS's goods shall be withdrawn and all proceed of the sale received by the customer after the date of the withdrawal of authority shall be paid by the customer into a bank account separate from all other monies of the customer and held in such account for EPS. Further, EPS shall have the right to enter upon the land or buildings of the customer to take possession of its goods.

(E) The events herein under referred to are:

(i) Any notice to the customer that a receiver or manager is to be or has been appointed.

(ii) Any notice to the customer that a petition to wind up the customer is to be or has been presented or any notice of a resolution to wind up the customer (save for liabilities of the customer are assumed by another company).

(iii) A decision by the customer to make an arrangement with its creditors

(iv) Any act of bankruptcy by the customer as defined in section 1 of the Bankruptcy Act 1914.

(F) The goods shall be at the customer's risk when they are appropriated to the contract of sale.

(G) "Goods" in this clause means goods sold by EPS to the customer and any goods or products incorporating such goods whether by admixture or otherwise.

11. LIABILITY

(A) Because the conditions of use are not within the control of EPS, EPS cannot give any guarantee as to the suitability of goods for attachment to any material. All recommendations and advice made by EPS are general guidance only and customers are advised to establish for themselves the suitability of a particular product in their particular circumstances. Samples will be provided free of charge for this purpose.

(B) In the event of any defect appearing in goods within one month of their supply EPS undertakes at its option either to replace them without charge, or refund to the customer the price, providing always that:

(I) EPS is notified of the defect without delay

(II) The defective goods are returned to EPS carriage paid.

(III) EPS is satisfied that the part or parts returned show defective material or workmanship and that the defect is not due to improper or careless use.

(C) In case of goods not of EPS or an associated company manufacture the customer will be entitled to such benefits as EPS may receive and be able to recover from the manufacturer under any guarantee given to EPS in respect thereof;

(D) The rights and remedies given expressly by this contract are lieu of any other warranties and/or conditions express or implied whether statutory or otherwise.

12. LIMITATION OF LIABILITY

Save as expressly provided in Conditions 6 and 11 hereof, in no circumstances shall EPS be liable to the customer either in contract or in tort for any loss either of a direct or consequential nature suffered by the customer on account of any act or omission on the part of EPS.

13. ENGLISH LAW

All agreements between EPS and its customers shall be governed in all respects by English Law.

14. HEADINGS

The headings and numbering in these conditions are for convenience and are to be ignored in construing them or any of them.