



NEAT IDEAS LTD, UNIT 5 BELTON LANE INDUSTRIAL ESTATE, GRANTHAM, LINCOLNSHIRE, NG31 9HN.
TELEPHONE : 01476 576289 FAX: 01476 567290

ACCOUNT APPLICATION FORM

So that we can process your request to open a credit account with NEAT IDEAS LTD , could you please complete the following. Any information given will be treated in the strictest confidence.

BUSINESS TRADING NAME: _____

ADDRESS: _____
_____ **POSTCODE:** _____

REGISTERED BUSINESS NAME (if different from above): _____

ADDRESS: _____
_____ **POSTCODE:** _____

COMPANY REGISTRATION No.: _____ **VAT No.:** _____

SOLE TRADER, PARTNERSHIP OR LIMITED COMPANY?: _____

For a sole trader or partnership, please give full name and titles of individuals.

1) _____ 2) _____ 3) _____

TELEPHONE No.: _____ **FAX No.:** _____

EMAIL ADDRESS: _____

CONTACT NAME FOR ACCOUNTS PAYABLE: _____

HOW MANY YEARS HAS THE COMPANY BEEN TRADING? _____

ESTIMATED MONTHLY LEVEL OF CREDIT REQUIRED: _____

DO YOU SUPPORT THE CBI'S CODE OF PROMPT PAYMENT? _____

NAME, ADDRESS, FAX NUMBER AND EMAIL OF TWO TRADE REFERENCES:

1) _____ 2) _____

Fax No.: _____ Fax No.: _____

Email: _____ Email: _____

NAME AND ADDRESS OF BANKERS:

ACCOUNT No.: _____ SORT CODE: _____

ACCOUNT NAME: _____

- The signing and returning of this form means, should an account be opened (subject to satisfactory references and an initial period) you undertake to accept our terms and conditions as detailed overleaf.
- Late payment will mean reverting to Pro-Forma Invoice or payment on delivery.
- All payments should be made to Neat Ideas Ltd at the address above, or to the following bank account: sort code 05-04-42, account number 50117080.

SIGNED _____ PRINT _____

POSITION _____ DATE _____

TERMS AND CONDITIONS OF SALE OF

Neat Ideas Ltd

Definitions

"The company" shall refer to Neat Ideas Ltd "The Customer" refers to the person, firm or company with whom or with which the company contract subject to these conditions "Contract" refers to the Contract made or to be made between the Company and the Customer subject to these conditions "Products" shall mean any articles, products or services to be supplied (whether on loan or by sale) by the Company to the Customer under Contract.

1. **CONDITIONS OF SALE APPLY** – The Company's conditions of sale shall apply to and govern any contract between the Company and the Customer to the exclusion of any condition contained on or in any order form letter, receipt acknowledgement, or other document emanating from the Customer and no variation of these Terms and Conditions shall be effective unless expressly agreed by the Company in writing.
2. **DESCRIPTION** (a) The Company reserves the right to make without notice to the Customer any improvement or alteration in the material, specification, dimensions or design of the Products which it thinks reasonable or desirable or which it is required to make by law and such improvements or alterations shall not affect the validity of the Contract (b) It shall be the responsibility of the Customer to immediately give the Company information required to proceed with the Contract and to ensure that the capacity and performance of the Products are sufficient and suitable for the purpose or purposes intended.
3. **PRICE AND PAYMENT** (a) Any quotation provided by the Company, whether written or oral, shall be deemed to be an invitation to treat and not an offer. The placing of any order, whether written or oral shall constitute an offer by the Customer and no acceptance shall be binding upon the Company and no Contract shall come into existence unless and until the Company shall have accepted the Customer's offer by telephone confirmation to the Customer. (b) Any quotation provided by the Company is valid for a period of 30 days from the date of quotation unless the Company provides written notice to the Customer that the quotation is withdrawn. (c) Quotations are based upon the costs of materials, labour, sub-Contracts, transport, taxes, duties and currency exchange rates ruling at the date of the quotation. Quotations may be subject to revision and the Company reserves the right to revise such quotation either to take account of any variation in such costs or the imposition of any new taxes or duties occurring or to revise the quotation due to the additional work or modifications required by the Customer. The Customer will be notified in writing of any such revision. (d) The price payable will be exclusive of VAT unless expressly stated otherwise upon the quotation. (e) Payment of all sums due to the Company shall be made in full within 30 days of the date of the invoice which shall be rendered to the Customer ("the due date") subject to clause (g) below failing which the Company reserves the right to cancel delivery of the products to the Customer. (f) In default of payment being made by the Due Date the Company may:- (i) suspend all work under all or any Contracts with the Customer or suspend or cancel any delivery of any products due to the Customer. (ii) appropriate any payment made by the customer in respect of any Products in settlement of such invoices or accounts in respect of such products as the Company in its absolute discretion think fit. (iii) charge interest at the rate of 16% per annum above the base rate printed from time to time of the bank of England on any overdue amount from the day following the Due Date until the date of receipt of cleared funds. (g) Where the Company agree to provide Products to the Customer on the basis of an account and credit arrangement the Company may:- (i) In its absolute discretion set and re-alter the Customer's credit limit (ii) Suspend delivery of the products to the Customer should the price payable for such Products cause the amount owed by the Customer to the Company to exceed the Customer's credit limit (iii) Require the Customer to discharge payment in full within 30 days of the date of the invoice rendered by the Company to the Customer should the price payable that will become due upon delivery for the Products together with all other indebtedness of the Customer to the Company not exceed the Customer's credit limit (h) Notwithstanding that the Company may agree in writing a credit arrangement with the Customer the price payable shall become due and payable to the Company immediately upon termination of the Contract between the Company and the Customer.
4. **DELIVERY** (a) The Company shall notify the Customer of the date upon which the products will be delivered ("the Delivery Date") and the Company shall deliver the products to the address provided by the Customer on the Delivery Date (b) Any Delivery Date given by the Company to the Customer shall be an estimate only. Time shall not be of the essence and the Company shall not be responsible for late delivery or failure to deliver through any cause, which is beyond the control of the Company. (c) Unless otherwise agreed in writing the customer shall be bound to accept products ordered by him on being notified by the Company that they are ready for delivery. (d) If the Customer fails to take delivery at the time required by the Contract the Company shall be entitled without prejudice to any other rights it may have to either treat the Contract as at an end and to resell the products, or to invoice the Products whereupon payment in full shall become due forthwith and in either case to charge at rates giving an economic return for the handling and storage of products from the invoice date to the eventual date of delivery to the Customer or disposal elsewhere as the case may be and the Customer shall be liable to pay any premium in respect of the insurance of such products from the date on which he is notified that the products are Contracted to be delivered by instalments late delivery of one instalment shall not entitle the Customer to reject any other instalment under the same contract.
5. **RISK** All products shall become the Customer's risk as from the date of delivery or attempted delivery to the Customer or the Customer's agent.
6. **TITLE** (a) Products which are the subject of a Contract between the Company and the Customer shall remain the sole and absolute property of the Company as legal and equitable owner until payment of all sums due to the Company from the Customer on any accounts whatsoever have been received in full by the Company. (b) Where payment is effected by cheque the Company shall not have received payment until that cheque has been honoured and the amount credited to the Company's bank account. (c) Until the property in the Products is vested in the Customer, in accordance with (a) above, the Customer shall not pledge the Products and shall separately store and mark the Products so that they are readily identifiable as the property of the Company and hold the Products as agent for the Company. (d) Until otherwise notified by the Company or until the happening of any of the events set out in sub-clause (g) below the customer may use the Products in the normal course of its business and may deliver the Products to a third party pursuant to a bona fide and arms length agreement to resell the Products but such liberty will cease upon the termination of the Contract. (e) No failure or delay on the part of the Company to require compliance by the Customer of its obligations hereunder shall operate as a waiver thereof. (f) Where the Company is unable to determine whether any products are in fact the Products which are the subject of a Contract between the Company and the Customer then the Customer shall be deemed to have sold all of the Products of the kind supplied by the Company to the Customer in the order in which they were invoiced to the Customer. (g) The Company shall be entitled to serve notice on the customer indicating its intention to retake possession of its Products and/or terminating the Customer's authority to use or sell the products under the above if the Customer is in breach of the payment terms under this contract. On receipt of such notice from the Company or on the happening of any of the events set out in sub-clause (j) below:- (i) The Customer's authority to use or sell products shall forthwith cease and (ii) All products which are the property of the Company shall be immediately delivered to the Company, and the Company via its employees or agents shall have the right to enter upon any land, building or vehicles of the Customer to take possession of its products and any expenses incurred by the Company including legal or other fees in so taking possession shall be payable by the customer. (h) If within seven days of the date when the Company has taken possession of the Products the Customer has failed to pay all sums due or owing to the Company, then the Company may resell the Products and shall pay to the Customer the balance of any sums received upon the resale of the Products having deducted all sums due or owing from the Customer to the company together with the costs of taking possession of and resale of the Products then the Customer remains responsible and must discharge in full any shortfall to the Company. (i) The Events are:- (i) Any notice to the Customer that a receiver or manager is to be or has been appointed or if any encumbrance shall take possession of all or any part of its assets; (ii) Any notice to the Customer that a petition to wind up or other process to liquidate the Customer is to be or has been presented or issued or the passing of a resolution to wind up the Customer (save for the purposes of a bona fide reconstruction or amalgamation); (iii) A decision by the Customer that the Customer intends to make an arrangement with its creditors or to stop payment or cease or threaten to cease business; (iv) Any distress execution or other process is levied and enforced upon or sued against any chattels or property of the Customer, (v) The inability of the Customer to pay its debts as such expression is defined in the Companies Act 1985 or any statutory re-enactment thereof for the time being in force; (vi) The commission by the Customer of any act of bankruptcy as defined in the Insolvency Act 1986 or any statutory re-enactment or modification thereof. (j) All intellectual property rights including (without limitation) any display or video material that is provided by the Company to the Customer shall remain the sole property of the Company. The Customer shall return all marketing/advertising material and all material subject to the intellectual property rights specified in this clause back to the Company forthwith upon receipt of such notification from the Company to Customer. The Customer shall also only use any display or video material solely in conjunction with the Company's Products. The Customer shall not use any advertising, display or video material in conjunction with any other products or abroad without the express written consent of the Company. The Customer shall not directly or indirectly copy or change any advertising, display or video material provided by the Company to the Customer.
7. **LIMITATION OF SELLER'S LIABILITY** – (a) In any case where it is established to the satisfaction of the Company that there has been a short delivery or that the products have been damaged (whether wholly or in part) prior to delivery the Company will replace them or where the products have been damaged accept their return and credit the Customer with the price thereof provided that the Products are examined by the Customer immediately upon delivery and any complaint by the Customer of short delivery or of damage to the Products shall have been notified to the Company immediately upon delivery and confirmed in writing within 2 days of delivery; (b) In any case where it is established to the satisfaction of the Company that when delivered Products contained some defect in quality or description the Company may (entirely at the Company's discretion) assign to the Customer the benefit of any express guarantee or warranty received by the Company from the manufacturer or supplier of the products, failing which the Company will:- (i) Replace the Products without further charge, or (ii) Accept the return of the products and credit the Customer with the price thereof, or (iii) Make the Customer an allowance being the difference between the value of the Products at the time of the complaint by the Customer and the invoice price provided that any complaint by the Customer shall have been notified to the Company immediately upon delivery and confirmed in writing within 2 days of delivery. (c) Save as aforesaid the Company will not be liable to the Customer for any loss or damage suffered and without prejudice to the generality of the foregoing any implied term, condition or warranty statutory or otherwise as to the quality of the Products sold or their fitness for any particular purpose or as to their correspondence with any description or sample is hereby excluded to the fullest extent permitted by law and if any provision is held to be valid.
8. **CONSEQUENTIAL LOSS** – Without prejudice to the generality of the foregoing provisions the Company shall not in any event be liable to the Customer in Contract or tort or otherwise for any indirect or consequential loss or damage whenever or however arising.
9. **SELLER'S RIGHT OF RECISSION** – (a) Any Contract the Company has with the Customer shall be operational upon an order by order basis. Nothing in these terms and conditions shall imply any continuous relationship between the Company and the Customer (b) The Company shall have the option (without prejudice to any of its other rights against the customer) by notice in writing to the Customer to rescind any Contract between the Company and the Customer or to suspend delivery in the following events:- (i) Should any sum owing by the Customer to the Company be overdue whether under the same or any other Contract, or (ii) Should the Customer be in breach of any term of the same or any other contract with the Company, or (iii) Should the Customer enter into any composition or arrangement with or for the benefit of its creditors or have a receiving order made against him.
10. **FORBEARANCE BY SELLER** – No forbearance or indulgence by the Company shown or granted to a Customer whether in respect of these terms and conditions or otherwise, shall in any way affect or prejudice the rights of the Company against the Customer or be taken as a waiver of any of these standard conditions.
11. **FORCE MAJEURE** – The Company shall not be liable for failing to perform the Contract whether wholly or in part if the failure is caused wholly or partly by any circumstance or circumstances outside the Company's control.
12. **ASSIGNMENT** – The Company shall be entitled to assign sub-Contract or sub-let this contract or any part thereof. The customer shall not be entitled to assign this Contract.
13. **PROMOTIONAL MATERIAL** – No drawings, descriptive matter, weight, dimensions or shipping specifications issued by the Company or the manufacturer of the Products, nor the descriptions and illustrations contained in the Company's or manufacturers catalogues, price lists or other professional material will from part of the Contract nor be regarded as a warranty or representation relating to the Products.
13. **LAW** – These terms and conditions are governed by and are to be construed in accordance with English law and are subject to the exclusive jurisdiction of the English Courts.
15. **THIRD PARTY RIGHTS** – The Contracts (Rights of third parties) Act 1999 is expressly excluded from the Contract.