

Credit Application Form

Company Information	
Full Company Name and Invoice Address	
Registered Office: (If different from above)	
Telephone Number:	
Facsimile Number:	
E-Mail Address:	
Website Address:	
Co. Reg. No.:	
VAT Reg. No:	

Accounts Information	
Accounts Contact Name:	
Accounts Contact Number and E-Mail Address:	
Bankers:	
Sort Code:	
Address:	
Preferred Method of Contact (Email/Fax/Post):	

Trade References	
Company Name:	Company Name:
Address:	Address:

Monthly Value of Credit Required:	
Your Company's normal payment terms: (E.g. 30 days from invoice date etc.)	

We have received and approved a copy of the trading terms and conditions of Lyan Packaging Supplies Limited and wish to open an account based on those terms.

Signed:	Print Name:	Position:	Date:

TERMS AND CONDITIONS OF SALE

QLP/1/3 Appendix 4

1. THESE TERMS AND CONDITIONS OF SALE unless otherwise agreed in writing by the seller shall override any terms or conditions stipulated, incorporated, or referred to by the buyer in their orders and terms and conditions of purchase.
2. CLAIM LIMITATION - Any claim by the buyer that the goods are not in accordance with the specification is strictly limited to the replacement by the seller of the goods supplied, or credit note to the maximum value of invoice relating to goods supplied.
3. QUANTITY OR QUALITY CLAIMS on goods despatched will not be entertained by the seller unless they are notified in writing within 5 days of the receipt by the customer, and we are afforded the opportunity of seeing the goods which shall have been cut, printed or processed, or used by the buyer, and in any event the claim will be limited to the value of the goods supplied.
4. VARIATION IN QUANTITY AND QUALITY - Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon a margin of +/- 10%.
5. FAILURE TO DELIVER within the time stated on the part of the seller shall not entitle the buyer to any claim upon the seller by reason of such failure. The seller cannot accept cancellation of orders from buyer if the goods are in the course of manufacture or transit.
6. SUITABILITY OF GOODS for any specific purpose cannot be guaranteed by the seller.
7. COST VARIATION - Quotations are based on the current costs of production and prices are subject to amendment before, or at time of receipt of purchase order, to meet any rise or fall in such costs. The buyer will be notified of any price variation before manufacture commences.
8. VALUE ADDED TAX - We shall be entitled to charge the amount of any value added tax as required by law
9. CUSTOMERS PROPERTY AND PROPERTY SUPPLIED - Customers property and all property supplied to us by or on behalf of the customer will be held at the customer's risk.
10. FORCE MAJEURE - Every effort will be made to carry out the contract, but its due performance is subject to cancellation by the seller or to such variations as they may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the sellers control.
11. OUR TERMS for sales on account are strictly nett, 30 days from month end following date of invoice, and if not so paid interest may be charged thereon at the rate of 3% per month of part thereof.
12. TITLE OF GOODS – THE SELLER RETAINS TITLE TO GOODS DELIVERED UNTIL ALL MONIES OUTSTANDING ARE RECEIVED FROM THE BUYER AND ONCE OVERDUE, THEY OR GOODS TO THE VALUE OF CAN BE RECLAIMED AT ANY TIME WITHOUT NOTICE.
13. SETTLEMENT OF CLAIMS -The sellers decision on all matters relating to the settlement of claims shall be final and the seller may at their option either replace any goods which they find to be faulty or pay or allow to the buyer, a reasonable sum not exceeding in any event the invoice value of the faulty goods. Complaints in respect of alleged faulty goods shall not be a ground for withholding payment by the buyer of his accounts and shall not give any right of set off against payments due from the buyer to the seller.