



## EUPAC CREDIT ACCOUNT APPLICATION FORM

Please fax the completed form to **0870 027 6990** with attention to **Accounts Department**.

### Account Information

• Account Number	
• Company Name	("Customer")
• Legal Status	Partnership ( ) Limited ( ) Sole Trader ( ) Others ( )
• Registered Address	
	(post code)
• Trading Address	
	(post code)
• Website URL	
• Registration Number	
• VAT Number	

### Contact Person

• Title	
• Name	
• Phone Number	
• Fax Number	
• Email Address	

### Bank Information

• Name of Bank	
• Bank Address	
	(post code)
• Sort Code	
• Account Number	
• Contact Person	
• Phone Number	
• Email Address	

Eupac warrants that all information disclosed below by the Customer or obtained further by Eupac through the Customer's authorization will be used solely for the review of the Customer's credit account application.

### Reference Information (two suppliers)

• Supplier Name	
• Contact Person	
• Phone Number	
• Fax Number	
• Email	
• Address	
	(post code)
• Supplier Name	
• Contact Person	
• Phone Number	
• Fax Number	
• Email	
• Address	
	(post code)

### Authorisation

This form needs to be signed by business owner, Director or a senior representative of the company. Are you authorised to sign this form? Yes \_\_\_\_\_ No \_\_\_\_\_

The Customer hereby authorises Eupac Ltd to obtain the Customer's financial information from the bank listed above. The Customer also authorises Eupac Ltd to contact the above reference suppliers for information regarding the Customer's trading histories with them.

The Customer has read, understood and agreed to Eupac's terms and conditions attached herewith (also published on Eupac website).

Signed for and on behalf of the Customer

\_\_\_\_\_  
(Duly Authorized)

\_\_\_\_\_  
Print Name and Position in Capitals

\_\_\_\_\_  
Date

All orders from Business Customers for goods accepted by Eupac Ltd (the "Vendor") are accepted subject to the following conditions which shall form part and govern the contract of sale. Any terms sought to be imposed by a Buyer either in a document or otherwise that conflict with or adds to these conditions are not accepted. No agent or representative of the Vendor has authority to vary these conditions unless otherwise authorized in writing by a director of Eupac Ltd.

The Vendor may change these terms of sales without notifying you (the "Buyer") in advance in relation to future sales. All terms and conditions for business customers will be posted on Eupac's website. The Buyer is advised to visit our website from time to time for updated terms and conditions.

### 1. Formation of Contract

- 1.1. The invitation to you to order goods from the Vendor is not an offer by the Vendor to sell to you goods of the specification and description at the price indicated.
- 1.2. When the Buyer places an order with the Vendor, that order constitutes an offer by the Buyer to the Vendor to purchase the products of the specification and description at the price indicated. We will acknowledge our receipt of your offer by email immediately after your order.
- 1.3. Wherever possible, the Vendor will accept the Buyer's offer for goods of specifications and descriptions at prices indicated in the email.
- 1.4. If it is not possible to accept your order, the Vendor will contact you by email or phone and offer to sell you goods of specifications and descriptions at prices as stated in this email or phone. You may accept the offer within 3 working days or any other period if specified in the email. The Vendor also reserves the right to decline any order.
- 1.5. Unless the Vendor explicitly accepts the Buyer's offer to buy in writing, no contract is made between the Buyer and the Vendor until a dispatch note is issued and the goods have been dispatched by the Vendor or collected by the Buyer. In the event that an order is delivered or collected in several instalments, each delivery or collection will constitute a separate contract.
- 1.6. Any concession made or latitude allowed by the Vendor to the Buyer shall not affect the strict rights of the Vendor under the contract.
- 1.7. If in any particular case any of these conditions shall be held invalid or shall not apply to the contract the other conditions shall continue in full force and effect.

### 2. Prices

- 2.1. Any price stated by us in any catalogue, website, promotion material, price list, email or any documentation is for reference only and does not constitute an offer. The Buyer is invited to confirm prices with us before ordering.
- 2.2. The Vendor reserves the right to change prices at any time to reflect market conditions. In the event of a price change after the Buyer places an order, the Vendor will notify the Buyer as soon as possible and invite the Buyer to re-confirm the order at the updated prices before entering the contract and dispatching the goods. If the Buyer does not agree with the

updated prices, no contract will be entered and any payment by the Buyer shall be refunded or credited.

- 2.3. No quotation provided by us will constitute an offer and all quotations are subject to withdrawal at any time.
- 2.4. Subject to clause 2.3, all quotations or offers lapse 7 days after the date of quotation/offer.
- 2.5. All prices are exclusive of value added tax and any surcharges (if announced at the time of order) and these will be charged by the Vendor and will be payable by the Buyer at the appropriate rate.

### 3. Payment

- 3.1. The Vendor requires payment for the Buyer's order in cleared funds before the Vendor can despatch the goods unless the Buyer is a credit account customer and has a sufficient credit limit available for purchases.
- 3.2. Payment may be made by credit card, debit card, bank transfer or business cheque and for certain payment methods we may require an additional charge which shall be notified to you before acceptance of your order.
- 3.3. The Buyer is liable for and shall pay any charges involved in the transfer of funds (i.e. BACS, T/T etc.).
- 3.4. If the goods are despatched in instalments the Vendor shall be entitled to invoice each instalment as and when the instalment is made available for collection/delivery and payment shall be due in respect of each instalment when such instalment has been made available.

### 4. Design Variations

- 4.1. The Vendor makes its best effort to ensure that the goods supplied correspond in every aspect to the specifications, samples or descriptions. Nevertheless, the Vendor is not responsible for any minor variation in colour, specifications, or any other design features, and no such minor variation shall entitle the Buyer to rescind the contract or shall be the subject of any claim against the Vendor.
- 4.2. Images are for illustration only and may differ from actual products.

### 5. Delivery

- 5.1. The Vendor will make its best effort to dispatch the goods to the Buyer's premises by and on the estimated delivery date. However, the delivery date is not guaranteed nor is it of the essence of the contract. The Vendor will not be liable to any losses, damages or charges due to the late delivery of the goods.
- 5.2. Delivery will be to the address stipulated in the Buyer's order. If not specified, delivery will be made to the Buyer's billing address.
- 5.3. The delivery will be made by a national courier service that will require an authorised signatory to take receipt of each delivery. It is the Buyer's responsibility to make pre-arrangement to receive the delivery. If the Buyer is not available to receive the delivery and as a result, for re-delivery, the courier requires additional delivery charges, the Buyer is required to pay for such additional delivery charges.
- 5.4. If for any reason the Buyer is unable to accept delivery of the goods at the time when the goods

arrive or unable to collect the goods when they are ready for collection, the Vendor may

- 5.4.1. at its sole discretion without prejudice to its other rights and for such periods as the Vendor may determine store the goods at the Buyer's risk and take all reasonable steps to safeguard and insure them at the Buyer's cost, provided that the Buyer shall be immediately informed thereof. The Vendor can charge an Administration / Re-Stocking charge for goods not collected or refused delivery by the Buyer or his Agent.
- 5.4.2. sell the goods at the best readily obtainable price and (after deducting all administrative costs) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.
- 5.5. In respect of orders placed before 4.30pm requesting next day delivery we shall endeavour to procure delivery of the order on the following business day or, in respect of orders placed on a Friday, on the following Monday unless Saturday delivery is specified. In respect of orders placed on Saturday or Sunday for next day delivery we shall endeavour to procure dispatch on Monday for delivery on Tuesday.
- 5.6. Where the goods are supplied for export from the United Kingdom, the Buyer shall be responsible for ensuring the compliance with any legislation or regulations governing the importation of the goods into the Country of destination, and into any country through which the goods are transported, and for the payment of any duties on or in respect of importation or transportation of the goods. The Buyer is responsible for supplying satisfactory proof of export as required by current legislation.

### 6. Acceptance of Goods

- 6.1. The Buyer must inspect the contents and conditions of the goods immediately upon delivery or collection. In the event of damages, losses, shortages, or any non-compliance with the contract, the Buyer is required to notify the Vendor in writing within 72 hours upon delivery or collection of the goods.
- 6.2. If the Buyer fails to notify the Vendor in accordance with the requirements, the goods will be deemed to be in all aspects in accordance with the contract and have been accepted by the Buyer.
- 6.3. In the event that the Buyer files the claims of non-compliance within 72 hours, the Buyer shall allow the Vendor a fair chance to inspect such claims. The Buyer needs to return the damaged goods for inspection to the Vendor at the Buyer's costs. When receiving such claims, the Buyer will conduct investigations and reply to the Buyer within three working days.
- 6.4. In the event of a valid claim for losses, damages, shortages, or non-compliance with the contract the Vendor undertakes at its option either to reprocess, re-deliver or replace the items at its expense or in the case that such items are no longer available, cancel the part of the contract related to such items and provide a refund. The Vendor shall not be under any further or other liability in connection with such loss, damage or non-compliance.

### 7. Credit Accounts

- 7.1. At our entire discretion, for regular trade customers, the Vendor may provide the client with a trade credit account, in which case the Vendor will despatch products before receipt of cleared funds.
- 7.2. Invoices sent to credit account customers must be paid within 30 calendar days from the date of charged on late payments.
- 7.3. For credit account holders, payment instructions will appear on the invoice sent by the Vendor to the Buyers. The Buyer agrees to make the payment according to the instructions.
- 7.4. The Vendor may at any time withdraw, reduce or bring forward your payment dates at any time at our discretion.
- 7.5. While you owe us any money, we have a lien on any of your property in our possession.
- 7.6. The Buyer is to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including legal costs and financial costs) following any breach by you of your obligations under these terms.

### 8. Risk and Ownership

- 8.1. From the time that the goods are despatched from or made ready for collection at the Vendor's Premises the Goods shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing, the goods shall remain the Vendor's property until all payments to be made by the Buyer under the contract and any other contract between the Vendor and the Buyer are received by the Vendor.
- 8.2. While the Vendor's ownership continues, the Buyer may only re-sell the goods to the Buyer's customers in the ordinary course of the Buyer's business as a fiduciary and trustee for the Vendor. In the event of any resale by the Buyer of the goods the Vendor's beneficial entitlement shall attach to the proceeds of sale or other disposition thereof so that such proceeds or any claim therefore shall be assigned to the Vendor.
- 8.3. Without prejudice to the equitable rules as to tracing, in the event of failure to pay the price in accordance with the contract the Vendor shall have power to re-sell the goods and for such purpose the Vendor and its servants and agents may enter upon any premises or land occupied or owned by the Buyer or any third party where the goods are stored, to re-possess the goods.
- 8.4. Despite our retention of title to the goods, the Vendor has the right to take legal action to recover the price of the goods should the Buyer not pay the Vendor by the due date. The Buyer will be responsible for any legal costs incurred by the Vendor to recover the debt.

### 9. Cancellation

- 9.1. No purchase order can be cancelled by the Buyer except authorized in writing by a director of the Vendor.
- 9.2. If the order is cancelled for whatever reason, the Buyer will pay to the Vendor for any stock (finished or work-in-process) the Vendor may then hold or to which we have committed for you.

### 10. Return of Goods

- 10.1. Goods are not sold on a trial basis and cannot be returned unless they are faulty or agreed by the Vendor in writing otherwise. Where the goods are not faulty and return agreed by a director of the Vendor, the Buyer will pay a re-stocking fee of 25% of the order value or £25.00 whichever is greater, to cover the cost of administrating your return.
- 10.2. A Returns Merchandize Authorization (RMA) number must be obtained by the Buyer before any goods can be returned. The Vendor does not accept any return of goods without a valid RMA number.
- 10.3. The Vendor recommends that the Buyer fully insure the items you are returning. The Buyer will also be responsible for the delivery costs of returning the goods. We suggest the use of a carrier that can provide the Buyer with a proof of delivery. The Vendor will not be liable for items lost or damaged in transit. The delivery and insurance costs of returning the goods to the Vendor is the responsibility of the Buyer.
- 10.4. The goods must be returned with the manufacturers original packaging not damaged or defaced. The goods must be returned in their entirety, including all disks and manuals and cables.
- 10.5. The Buyer has 14 calendar days from receipt of an RMA number to return the goods to the Vendor. Any RMA number expires after 14 days of issuance. The Vendor cannot accept any returned goods without a valid RMA number. In this case, the Buyer will need to contact the Vendor for a new RMA number.

### 11. Warranties and Usage

- 11.1. The Vendor warrants that all goods supplied by us are free from defects for 12 months from the date of dispatch (unless otherwise stated). Eupac shall at its option repair or replace the goods should a defect be developed or discovered within 12 months of dispatch.
- 11.2. This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the manufacturer, failure to follow the manufacturer's instructions, or any alteration or repair carried out without the manufacturer/Vendor's approval.
- 11.3. In the case of manufacturer who operates direct product support and return procedures, the Buyer accepts an obligation to process their claim directly with the manufacturer.
- 11.4. The Vendor's responsibility to the Buyer in respect of any damaged, incomplete or defective products supplied to you is limited to replacement of the products with an equivalent (or better) product or, at our discretion, a refund of the purchase price.
- 11.5. The Vendor shall arrange delivery of replacement products to the address used in the original order, and shall meet the cost of this delivery, if the Vendor decides, following inspection, that the products are faulty. If no fault is found, the goods will be returned to the Buyer. The Vendor's decision as to whether a product is faulty shall be final and binding on you.
- 11.6. The Buyer's rights in respect of software products may be governed by the terms of the licence from the manufacturer or licensor. Failure to comply with all terms and conditions of use required by the

manufacturer or licensor may terminate your right to use the products.

- 11.7. The Vendor is not responsible for any acts of the manufacturer or its agents including (without limitation) any failure by the manufacturer to replace or repair any of the goods, which are subject of the manufacturer's warranty.

### 12. Buyer's specification

- 12.1. The Vendor shall not be liable for imperfect work caused by any inaccuracies in any drawing, bill of quantities or specification supplied by the Buyer.

### 13. The Vendor's Liability

- 13.1. The Vendor provides no warranty that any products we sell are fit for any specific purpose. All terms, conditions and warranties which may be implied into our contracts with you by statute or otherwise are excluded to the fullest extent permissible by law.
- 13.2. Nothing in this Agreement restricts our liability for death or personal injury caused by our negligence or for fraudulent or negligent misrepresentation or for liability under the Consumer Protection Act 1987.
- 13.3. The Vendor shall incur no liability to the Buyer for any temporary unavailability of the Vendor's website or for any special indirect or consequential damage including but not limited to loss of profit and loss of data. We shall incur no liability for any defects in, delay or interruption to our communications to you unless caused by our negligence. Our total liability to you arising out of or in connection with any products shall be limited to the cost of the products due to us from the Buyer.
- 13.4. None of our products are intended to be installed or used in hazardous or life threatening environments or potentially life threatening applications. The Buyer undertakes not to use or supply these products to any other party for these purposes and agree to indemnify us and keep us indemnified against all losses, liabilities and costs arising out of your breach of this undertaking.

### 14. Miscellaneous

- 14.1. All contracts for the supply of products shall be deemed to have been formed in England. These terms and conditions are governed by English law and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.
- 14.2. The Vendor shall have no liability to you for events beyond our reasonable control.
- 14.3. No one other than the Vendor and the Buyer are intended to benefit from these terms and conditions under the contracts (Rights of Third Parties) Act 1999, and you may not assign or delegate any of your rights against us under this Agreement to your customers or any other party.
- 14.4. Any delay in or failure by us to exercise our rights and remedies does not constitute a waiver of them or of any other rights.