



APPLICATION FOR A CREDIT ACCOUNT

Please complete the BLUE SECTIONS of the form where applicable.

SECTION A (to be completed by all applicants)	
FULL TRADING TITLE	
INVOICE ADDRESS	
POST CODE	
Telephone Number	
Facsimile Number	
Contact in case of account queries	
Email Address	
Is the above address a private residence? Are You?	
BANK NAME	
BANK ADDRESS	
POST CODE	
Bank Account Name	
Bank Account Number	
Bank Sort Code	
Nature of Business	
How long established?	
Is trading expected to be?	
Total Credit Limit required	£
Are official order numbers required on all invoices?	
VAT Number	
SECTION B (to be completed by LIMITED COMPANIES ONLY)	
COMPANY NAME (if different from above)	
REGISTERED OFFICE ADDRESS (if different from above)	
POST CODE	
Incorporation Date	
Company Registration Number	
Issued and paid up capital	£
Names of Directors	
Name of ultimate holding company (if applicable)	
SECTION C (to be completed by SOLE TRADERS, PARTNERSHIPS, etc)	
Full Name(s) of Proprietor(s) / All Partners	

SECTION C (to be completed by SOLE TRADERS, PARTNERSHIPS, etc) CONTD.

Address(es) of Proprietor(s) / All Partners if different from Section A		
POST CODE		
Telephone Number		
Facsimile Number		
Address(es) of Proprietor(s) / All Partners if different from Section A		
POST CODE		
Telephone Number		
Facsimile Number		
Use separate sheet if necessary		

SECTION D (to be completed by all applicants)

Please list **five** companies from whom you currently buy promotional goods and have established credit accounts.

COMPANY 1			
Telephone Number		Email Address	
COMPANY 2			
Telephone Number		Email Address	
COMPANY 3			
Telephone Number		Email Address	
COMPANY 4			
Telephone Number		Email Address	
COMPANY 5			
Telephone Number		Email Address	

Are you a member of?
(please click in box to select)

**BPMA
PSI**

Please list 3 Trade catalogues you currently use for promotional products.

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I/We hereby apply for a credit account and agree to pay accounts within 30 days of invoice date and agree to operate our account in accordance with the terms and conditions of sale as shown below.
 I/We confirm the particulars stated above are correct.
 I/We authorise you to make status enquiries in connection with this application for credit facilities.
 I/We have read, understood and agree to abide by the Terms and Conditions of Sale (Comprehensive) of The Pen Warehouse as shown below.

SIGNED	
Print Name	
Title / Status	
On Behalf of	
Date	

- To speed up the processing of your application and to enable us to proceed with credit references, please save and then email your completed application to jo@penwarehouse.co.uk
- Please print out your completed application, sign where indicated above and return to the address below (faxed copies are not acceptable as original signatures are required).
The Pen Warehouse, 2-4 Mount Pleasant Road, Aldershot, Hampshire GU12 4NL

Confirmation of your credit facilities will be put in writing to you as soon as arrangements have been completed.

TERMS AND CONDITIONS OF SALE (Comprehensive)

In these conditions the 'Company' means The Pen Warehouse as part of Tancia Ltd., whose principal place of work is at 2-4 Mount Pleasant Road, Aldershot, Hampshire, GU12 4NL, England. The 'agreement' means these conditions together with any contract(s) in which they may be incorporated by reference or otherwise. The 'Buyer' means the person or organisation placing the order irrespective of their relationship to the contract in hand.

'Artwork', 'Specification' and 'Goods' (and their plurals) shall mean and include all types and forms of such, including (without exception) photo positives, bromides, artwork received by electronic means (By disk and e-mail), all specifications and all goods, including, writing instruments, lighters and general promotional merchandise.

1. Ruling Conditions

All contracts entered into by the Company are subject to conditions to the exclusion of any and all verbal and printed terms of the Buyer. These conditions cannot be varied, suspended or added to, except with the prior written consent of the Company.

2. Contracts

a) Separate Contracts

Each Order placed by the Buyer shall, on acceptance by the Company, be treated as a separate contract. If there shall at any time be more than one contract in course of performance between the Company and the Buyer, any question, dispute or difficulty which may arise in respect of one of such contracts, or the terms on which it may be settled, shall not affect in any way the performance of the other contracts, nor shall the Buyer be entitled to exercise in relation to any other such contracts any right of set-off or counter-claim arising under any other contract.

b) Future Contracts

If, subsequent to any contract of sale, which is subject to these conditions, a contract of sale is made with the same Buyer without express reference to any conditions, such contract shall be deemed to be subject to these Conditions.

3. Price and Payment

- a) All payments are to be made in Sterling
- b) Unless otherwise agreed in writing, the price of the goods and/or services shall be that ruling at the date of despatch or completion and payment shall be net cash unless credit facilities are granted in advance of the contract.
- c) Where credit is granted, payment is due within 30 days of the invoice date. Failure to pay by this date renders all invoices outstanding due and payable on demand and further credit will be withheld.
- d) Unless otherwise agreed in writing the Company reserves the right to vary the price of the goods by notice to the Buyer at any time before delivery if, and to the extent that there is any increase in the price or cost of goods to the Company by reason of any foreign exchange fluctuations, changes in currency regulations, alterations in duties or import, variations in the cost of raw materials, labour, services or transport, or by any reason or cause (whether or not of the same nature of the foregoing) beyond the control of the Company.
- e) The Company shall be at liberty to adjust the price to take into account any alteration made by the buyer to the specifications supplied to the Company as defined in Condition 9, provided that no alterations shall be binding on the Company unless accepted by the Company in writing.
- f) The Company shall, with or without prior notice, impose such rates of interest, as they in their discretion find necessary, on overdue accounts.

4. Passing of Risk and Property

Goods will be at the Buyers risk from the time of despatch as hereinafter defined, but property in the goods will remain in the Company and will not pass to the Buyer until the Company has received the purchase price of the goods in full. It is a strict provision of any contract between the Company and the Buyer that when the buyer resells the goods to which the contract relates that the Buyer imposes the same terms and conditions of sale (As contained in this document) on his/her client to ensure that the title of goods does not pass from the buyer until full payment is received by the buyer.

At any time after the due date for the payment of the purchase price pursuant to Condition 3 above, and so long as the purchase price has not been received by the Company in full, the Company shall be entitled to require the Buyer to return the goods to the Company, at the Buyer's expense excepting those which have been sold to a third party by way of bona fide sales or otherwise used in the ordinary course of business. All returned goods are subject to a 15% handling charge plus the original carriage cost. Where goods are printed by the Company the value of the goods become virtually worthless but the Company retains ownership of such property until payment is received in full and if these goods are returned to the Company the cost of reinstating the goods to its original unprinted condition must be borne by the Buyer.

All Goods, which remain the property of the Company, will be held by the Buyer on behalf of the Company in a fiduciary capacity. The Buyer may use or resell such goods in the ordinary course of business either in their original form to produce items for sale or to a third party for a price not less than the purchase price in full. The Buyer will account to the Company for the proceeds of all such sales and meanwhile will hold all proceeds of such sales upon trust for the Company until the Company has received the purchase price of the goods in full.

Where the Buyer is reselling the goods to a third party the Buyer must be satisfied that the goods are to a satisfactory commercial standard before the goods are distributed by the third party. Furthermore, it is a strict condition of sale that the Buyer informs, in writing, the third party to whom he is reselling the goods that the goods must be fully inspected before they are distributed by the third party. The Company on no account whatsoever is prepared to enter into a contractual agreement with the third party on behalf of the Buyer and any contracts are strictly between the Company and the Buyer.

Without prejudice to the generality of any of the foregoing, if the Buyer shall be adjudicated bankrupt or have a receiving order made against him or, being a company, shall pass a resolution for winding up or suffer a winding up order to be made against it or have a Receiver appointed of the whole or any part of its assets, credit facilities shall immediately cease and the trust heretofore described shall become due and payable on demand with the officers of the debtor continuing in their capacity of trustee.

5. Delivery Dates

Whereas the Company will make every endeavour to meet despatch deadlines all despatch and completion dates are given in good faith but are not guaranteed and no liability will be accepted for any losses, costs, damages, or expense suffered by the Buyer as a result of failure to meet any such date. The company shall be entitled to despatch goods at any time on or before the date specified on the Sales Order Acknowledgement or other document issued by the Company relating to delivery dates and unless otherwise specified by the Buyer the Company may at its discretion despatch all of the goods in one consignment or in portions time to time before or on the specified date. If the Company fails to meet the acknowledged despatch date the Buyer is entitled to cancel the order providing that the Company is given at least three weeks lead time from the date the Company receives back from the Buyer the signed order acknowledgement. The Company shall not in any event be liable for any special, consequential or indirect loss or damage (including, but without limitation, any loss of or in respect of profit, wages or overheads) suffered by the Buyer as a result of any delay in a failure of delivery.

6. Delivery

The Company is responsible for goods to the point of despatch and may organise carriage on the Buyers behalf but only when requested to do so by the Buyer. In all circumstances, except for provision (6a) below any third party carrier used to transport goods will be deemed to be the agent of the Buyer. The Buyer is totally responsible for goods in transit and any losses, direct or consequential, or as a result of carrier failure in meeting the delivery date is the responsibility of the Buyer. It is the buyers responsibility to ensure that delivery addresses are correct and that the recipient will be available to take delivery of the goods on the day they are due to arrive. If the recipient is not present to take delivery the Company will charge the Buyer for each additional attempt at delivery. The Company will under no circumstances take any responsibility for delivery to exhibition venues, conference venues and private homes even though the Company is prepared to send goods to these destinations and we do this on the Buyers behalf but always at the Buyers own risk of loss, late delivery or non-delivery.

a) Special Delivery

The Company offers a special delivery service with an additional surcharge of £35.00 per consignment and a carriage cost of £0.30 per Kg. This service guarantees next day delivery to the Customers premises at the Company's risk. Failure to meet the delivery date advised in writing will mean that the Company will compensate the Buyer for the total value of the consignment, should it be of no use because of late delivery and providing the goods are returned to the Company, and the Buyer is further fully protected should the consignment be damaged or lost by the carrier. This special delivery services does not cover the Buyer from any indirect or consequential loss, including loss of profits, reputation, goodwill etc.

7. Claims on Delivery

- a) All claims for non-delivery of any consignment shall be made in writing to the Company and any carrier engaged by the Company within five (5) working days after the date of despatch shown on the Company's invoice.
- b) All claims for short delivery shall be made in writing to the Company and carrier engaged within five (5) days after delivery of the consignment in question or five (5) days after the Company's invoice whichever is earlier, and the Company shall be given an adequate opportunity to examine (at the Buyer's premises, or that of his clients if preferred, providing the client is within the UK) the goods as received.
- c) All claims for damage to or deterioration of the goods in transit, or sub-standard quality of goods, shall be made in writing to the Company and to the carrier engaged within (5) days after delivery of the goods and the Company shall be given adequate opportunity to inspect **all** goods in question at the Buyer's premises (or that of his client if within the UK)
- d) Any claim which is not made as required by sub-paragraphs (a), (b), or (c) above, or in respect of which the Company is not given an adequate opportunity to examine or inspect as the case may be, shall be absolutely barred.

8. Force Majeure

In the event that as a result of any act of God, Storm, Fire, Flood, Explosion, Strike, Lockout (Whether at the Company's premises or elsewhere), shortage of materials or any other matter which is beyond the Company's reasonable control, or not within its reasonable contemplation at the date of acceptance of the Buyer's order, the performance of the contract is made materially more onerous or expensive for the Company, the Company may at any time by written notice cancel the contract without liability to the Buyer. In the event that by the date on which the Company serves such notice of cancellation the Company has previously invoiced the Buyer with goods comprised in the contract in respect of which such notice of cancellation is given, the Buyer shall be obliged to take up and pay for the goods so invoiced.

9. Specifications, Warranty and Defects

It is incumbent upon the Buyer to supply the Company with full and precise instructions. In the event of an order being inadequately specified the Company's artistic interpretation shall be accepted without demur.

The Company shall at the request of the Buyer at the time an order is placed, on completion of proof artwork provide a copy to the Buyer for approval by way of facsimile. In such event the Company shall not proceed with the contract until authorised by the Buyer. In the event that the Buyer fails or refuses to authorise confirmation of the contract, the cost of the proof artwork shall be for the account of the Buyer.

Where the Buyer supplies products for printing the Buyer agrees to supply sufficient products to allow for wastage inherent in the printing process and acknowledges that up to 2.5% wastage may occur at each printing phase (i.e. each colour and each position). The Company shall use its best endeavours to minimise such wastage but shall have no responsibility for the replacement or cost of products damaged during the printing process subject to the limits stated above.

Where the Buyer supplies goods that are printed the Buyer reserves the right to supply 5% above or below the quantity ordered by the Buyer. The Company will make every endeavour to supply the exact quantity ordered by the Buyer but the Buyer must accept that excess material has to be printed to compensate for wastage and this cost of wastage is not included in any quotation. The Buyer must pay for any quantity of goods in excess of the ordered quantity at the same unit price as the main order. The Buyer will not be required to pay for any wastage below the ordered quantity and will only pay for the quantity despatched and at the unit price of the whole order.

All recommendations made and materials supplied by the Company must be tested and approved by the Buyer, or his client prior to use. Subject to the above the Company guarantees that in the event of the goods failing to comply with the specifications as defined

above the Company will replace the same (or part thereof) free of charge if the Buyer notifies the Company within three (3) months of the date of invoice. The Company's liability is limited solely to the replacement value of the defective goods and in no event shall the Company be liable for loss of profit, indirect damage, or for consequential or special loss or damage, sustained by the Buyer.

The Company cannot guarantee the life of metallic printing inks (Gold, bronze, silver, white) as these are subject to degradation by handling and ageing. The Buyer indemnifies the Company from any claim, direct or consequential, arising out of the failure of such inks and goods printed with such inks must be paid for in full, including the cost of printing and carriage, whether the print is deemed to fail or not. The longevity of metallic inks can be improved by over-varnishing and the Buyer is advised to request this service which available at extra cost.

The Company cannot guarantee that any ink will adhere to metal, lacquered or electroplated metal or polypropylene. The life expectancy of ink printed on such materials is greatly reduced, as ink adhesion is inferior to adhesion levels of inks that are printed on ABS, Acrylic and PVC. The Buyer must take responsibility for any failure of print on Metal, lacquered or electroplated metal or polypropylene and all invoices relating to such orders must be paid for in full irrespective of whether the print is deemed to fail or not.

The Company is prepared to accept digital artwork by way of Disk or e-mail but responsibility for the quality, nature, size, proportions, colours etc. of such images and the resultant printing from such images remains with the Buyer. The Company assumes that the Buyer has vetted and approved all digital artwork submitted electronically before sending it and any modifications that the Company needs to make to print the Buyers order is at the total discretion of the Company and the costs of any such modifications are to be borne by the Buyer. Furthermore, the Buyer must guarantee that any digital artwork received electronically is free from all forms of virus, including 'Trojan Horses', Worms, Macros etc. and any losses caused to the Company by such viruses must be paid for by the Buyer and this includes the costs of sub-contract system engineers and lost time.

10. Safety Instructions

The Buyer must inform the Company in writing if the products ordered are to be used by children. The Company specialises in supplying merchandise on a business-to-business basis where the intended final recipients are adults. Certain promotional merchandise is not suitable for use by children and in particular the Buyer's attention is drawn to the following:

a) Pen Components

All pens are assemblies of small components and these assemblies can be easily undone. By virtue of the size of these components they can be ingested and as a result may cause blockage of airways, trauma, injury or death in extreme cases. All of the Company's pens conform to EC standards of safety, but the Buyer must be satisfied that each and every product purchased from the Company is not a risk to the final recipient. Certain pens form less risk than others in that they may require more effort to undo their components and we would strongly advise that these particular products are selected if the intended final recipient is a child.

b) Cigarette Lighters and their attachments.

The Company sells cigarette lighters on a business-to-business basis and they should never be sold to children either directly or indirectly. The Buyer must ensure that the intended recipients are adults and all orders on behalf of the Buyer are produced on this strict basis. The Company would like to draw the buyer's attention to its 'Trucker' attachment that may render the product to appear as a toy. The Company strictly forbids the Buyer from taking orders from his clients without first establishing that the intended end-user is not a child.

11. Copyright and Storage

The Company assumes that by passing artwork etc. to them the Buyer has a legal right to the property in it and requires the Buyer to indemnify the Company from all and any claims arising from alleged breach of copyright etc.. For the sake of good order the Company hereby declares that it is not knowingly party to any misuse of registered or copyrighted designs and/or materials, and under no circumstances will it accept any actions against itself whether direct, conjoined or ex parte, and the company accepts no liability for Buyer's mistakes or transgressions in this (or any other) field.

Similarly, unless instructed to return, the Company will store films for a guaranteed period of two years, but entirely at the Buyers risk. The Company maintains no insurance for the intrinsic or artistic value of any items held in trust.

The Company does not store screens on behalf of the Buyer and when the Buyer pays for screens or plates he/she is not paying for the screen or plate itself, but the stencil that forms part of the screen or plate. Stencils are cleaned off after every job and repeat screens and plates are charged to the Buyer on repeat orders at a price that is laid down in the price list current at the time of order. The Company cannot supply screens or plates to the Buyer, as these always remain the property of the Company.

12. Cancellation

Once a contract subsists between the Buyer and the Company the same cannot be cancelled by the Buyer except with the Company's consent and on terms that will indemnify the Company against all loss including, without exception, loss of profits.

13. Law applicable

The Contract shall be read and construed in all respects in accordance with English Law and the parties agree to submit to the jurisdiction of the English Courts in respect of all matters concerning this contract or arising there from and further agree that the provisions of the Uniform Law on the International Sale of Goods shall not apply thereto.

14. Data Protection

The Company processes and stores personal information in accordance with EU's General Data Protection Regulation. You are required to read and sign the Privacy Summary document that has been included with this application form.

I/We have read, understood and agree to abide by the Terms and Conditions of Sale (Comprehensive) of The Pen Warehouse as shown below.

SIGNED	
Print Name	
Title / Status	
On Behalf of	
Date	