

## Payment

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#### Option 1: Payment Before Despatch

If you do not have a Credit Account then cleared funds are required before despatch of goods. We accept payment by cash, cheque or electronic transfer (BACS, CHAPS). Please allow 5 days for cheques and BACS payments to clear.

#### Option 2: Payment After Despatch

To make payment on collection/delivery of goods or after despatch of goods please apply for a credit account by completing one of the following forms.

#### ▶ [Non-business/Charity Accounts Credit Application Form](#)

#### ▶ [Business Accounts Credit Application Form](#)

Until you have been notified in writing that your account is open, payment will be required before despatch of goods. Please allow 14 days for notification.

#### Credit Terms

1. Full payment **strictly within 30 days** from the last invoice in the month.
2. Late payment, without prior agreement, is likely to result in the account being placed on hold until cleared.
3. If the credit limit is exceeded, then, for any balance over the credit limit, payment before despatch would be required.
4. Credit limits will be reviewed periodically with payment history taken into account.
5. All goods remain the property of CLS Displays Ltd until paid for in full. See full terms & conditions.

### ▶ [Non-business/Charity Accounts](#)

Please click inside the shaded boxes to complete all sections, print, sign and email to [accounts@clsdisplays.co.uk](mailto:accounts@clsdisplays.co.uk). Thank you.

Full name of Organisation	
Legal Status	
Charity No. (if applicable)	
Invoicing Address	
Postcode	
Accounts Contact	
Position	
Telephone	
Fax	
Email	

If this application is accepted, I/we agree to observe the current Credit Terms of CLS Displays Ltd. I/we state that at the time of signing this application the financial situation of the applying organisation is in good order and in a solvent situation with no County Court actions/Statutory demands of Winding-up Petitions pending and that the organisation is in a position to fulfil this Credit Agreement.

Signature (Authorised Signatory)	
Print & Date	

Thank you for your enquiry and your time.



T: 01732 864194  
 E: [accounts@clsdisplays.co.uk](mailto:accounts@clsdisplays.co.uk)  
 W: [www.clsdisplays.co.uk](http://www.clsdisplays.co.uk)

Apex House  
 97-99 High Street  
 Edenbridge  
 Kent TN8 5AU

## Account Applications

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### **Business Accounts**

Please click inside the shaded boxes to complete all sections, print, sign and email to [accounts@clsdisplays.co.uk](mailto:accounts@clsdisplays.co.uk). Thank you.

Full name of Company/Business	
Invoicing Address	
Postcode	
Accounts Contact	
Position	
Telephone	
Fax	
Email	
Full names of all Directors or Partners	
Company Registration Number	
Date Established	

### References

Please give the names of 2 of your suppliers with whom you are currently trading on a regular basis for the approximate amount you envisage to spend with us.

1. Name & Address	
Telephone & Fax	
2. Name & Address	
Telephone & Fax	
Name of Bank	
Address of Bank	
Account Number	
Sort Code	
Monthly credit limit required	

If this application is accepted, I/we agree to observe the current the Credit Terms of CLS Displays Ltd. I/we state that at the time of signing this application the financial situation of the applying company is in good order and in a solvent situation with no County Court actions/Statutory demands of Winding-up Petitions pending and that I/we are in a position to fulfil this Credit Agreement.

Signature (Company Director)	
Print & Date	

Thank you for your enquiry and your time.

## Terms & Conditions

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### TERMS AND CONDITIONS OF SALE

1. "The Company" shall mean CLS Displays Limited.  
"The Customer" shall mean the person, business or entity buying the goods.  
"The Contract Price" shall mean the cost to the Customer of the goods sold under the terms thereof.
2. These conditions shall govern all Contracts of sale between the Company and the Customer and no representative of the Company may agree any terms or make any representations inconsistent with any of these terms or enter into any Contract except on the basis of them unless a variation or exclusion has been expressly agreed in writing by the Company and no terms contained in the Customer's order form or any other documentation which are inconsistent herewith shall have any effect. No Contract shall arise between the Company and the Customer until the Company shall have either been paid in full by the Customer or if credit terms have been agreed the Company shall have dispatched the acceptance of the order form.
3. Unless otherwise stated by the Company orders are only accepted on the following terms and conditions. Where the terms and conditions are contrary to any stipulations of the Customer's terms and conditions the following are deemed to have been accepted by the Customer and take precedence.
4. Quotations indicate the price at which the Company would be willing to supply goods subject to variation set out below. They are not offers to supply goods and any order placed on the basis of a quotation must be accepted by the Company for a Contract to arise. Any price contained within a quotation made by the Company shall be held for a period of twenty-one days whereupon the Company reserves the right to revise the Contract price as it considers necessary.
5. All prices quoted are ex Company works and subject to an additional charge for packing and delivery. Prices are subject to the addition of Value Added Tax at the rate of ruling at date of invoice - export sales excepted.
6. All prices shown in the Company catalogues, websites or advertisements are suggested prices only and the Company reserve the right to amend prices without prior notice to cover any increases in the costs of materials services or labour or in taxation or duty which may take place prior to delivery of the order.
7. The Company shall not be bound by any price which is not in writing on official Company stationery.
8. Where the Company have to import material to fulfil the order the Company reserve the right to vary the price quoted to reflect any difference between the rate of exchange for purchase of the relevant currency quoted by HSBC Bank PLC on the date of acceptance and on the date the Company are invoiced for the relevant materials by our supplier.
9. Unless credit terms have been agreed payment is to be made in full at the time of placing the order. Settlements of monthly accounts is to be made within the terms as stated on the invoice. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation, namely The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002, if we are not paid according to agreed credit terms.
10. A minimum charge of £25.00 (plus VAT) will be levied for small orders and no credit account orders will be accepted under £50.00 (plus VAT). Orders up to and including £50.00 (plus VAT) should be accompanied by the appropriate remittance.
11. Payments of accounts should be made to the Company office and works, CLS Displays Limited, Apex House, 97-99 High Street, Edenbridge, Kent TN8 5AU, England.
12. The Company at its option, will be entitled by notice to terminate all or any of its contract with the Customer forthwith and recover all expenses, loss and damage resulting to the Company including (but without limitation to) loss of profit or other consequential loss if:
  - (a) the Customer has a bankruptcy petition presented against him or a bankruptcy order is made;
  - (b) the Customer makes or seeks to make any composition or arrangement with his creditor;
  - (c) the Customer makes a proposal to his creditors for a voluntary arrangement or applies for an interim order (within the means of Section 286 Insolvency Act 1986);
  - (d) an encumbrancer takes possession of any of the Customer's assets, or any of the Customer's property is taken in execution or process of law;
  - (e) a petition is presented or an order is made or a resolution is passed for the winding up of the Customer;
  - (f) a petition is presented or an order is made for an administration order to be made in relation to the buyer;
  - (g) the Customer's directors make a proposal for a voluntary arrangement with the Customer's creditors;
  - (h) the Customer is unable to pay his debts (within the means of Section 123 Insolvency Act 1986);
  - (i) a receiver or administrative receiver is appointed over any of the Customer's assets;
  - (j) the Customer fails to make any payment owed to the Company on the due date;
  - (k) the Customer fails to take delivery of or to collect the goods within fourteen days of being notified by the Company or our carrier that they are to be delivered or are ready to be collected;
  - (l) the Customer is in breach of the terms and conditions of any contract within the Company (including breach of these conditions) and shall fail to remedy same within twenty-one days of notice specifying the breach and requiring remedy (if the breach shall be remediable).
13. The Company shall not be responsible for loss arising from delay or failure to deliver arising from an Act of God, war, civil disturbance, riot, industrial action or dispute, natural calamity, non-availability of materials, breakdown of plant or machinery, controls, restrictions or prohibitions of Government or any other competent Authority, fire, flood, sabotage, or other cause beyond the control affecting the Company or any supplier or carrier for the Company.
14. Delivery dates are given in good faith only and whilst the Company will make every

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## Terms & Conditions (cont.)

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effort to ensure that goods are delivered by such date as in acceptance of order form the Company cannot be held liable to the Customer for any consequences whether direct or indirect of failing to deliver the goods by that date or at all.

15. The Company cannot be held liable to the Customer for any delay in timed deliveries. If goods are delayed for any reason whatsoever, the delivery charge will be taken down to the next level of service after delivery has been completed. The Customer cannot refuse delivery of goods because of delay and shall be liable for all goods dispatched.

16. In the absence of any agreement to the contrary delivery shall be deemed to have taken effect upon the delivery of goods at the Customer's premises or as the Customer shall have previously and in writing directed.

17. In the case of delivery of goods by installments, the Customer will not be entitled to treat the delivery of faulty goods in any one installment, or the late delivery of any one installment, as repudiation of the whole contract.

18. If the Customer fails to give delivery instructions within seven days of it being notified the goods are ready for delivery we shall (without prejudice to any other rights or remedies available to the Company) be entitled (but not bound) to store the goods at any available place at the Customer's expense.

19. (a) The risk in the goods passes to the Customer upon delivery to the carrier or collection by the carrier but title in the goods remains vested in the Company and shall only pass from the Company to the Customer upon full payment being made by the Customer of all sums due on whatsoever account or grounds to the Company to the Company's parent or subsidiary Company by the Customer. In the event of goods being sold by the Customer in such manner as to pass to a third party a valid title to the goods, whilst any such sums are due as aforesaid, the buyer shall be the Trustee for us of the proceeds of such sale or to the claim for such proceeds and the Customer shall place such proceeds in a separate account. Nothing herein shall constitute the Customer the Company Agent for the purpose of any sub-sale.

(b) The Customer agrees that prior to the payment of the whole price of the goods we may at any time enter upon the Customer's premises and remove the goods therefrom and that prior to such payment the Customer shall keep such goods in separate and identifiable for this purpose.

(c) In the event of the goods becoming constituents of or being converted into other products whilst sums are due as provided in sub-condition (a) hereof the Company shall have the ownership of and title to such other products as if they were the goods and accordingly sub-condition (a) hereof shall so far as appropriate apply to such other products subject to the Customer's right to the surplus of any monies realised by the said goods over those due to us provided herein.

20. Failure to make payment in respect of deliveries or installments under this or any other Contract between the Company and the Customer to delay, suspend or cancel deliveries in whole or in part at the Company's option.

21. (a) The Customer shall inspect the goods upon delivery. The Company must be informed in writing within ten days of invoice by the Company, in the event of any deficiency or damage.

(b) Any claim that goods do not correspond with the Customer's order form shall be

made within ten days of the invoice and any claim made thereafter on this account will be limited to the original invoice amount.

(c) The Company will if the goods are delivered in transit or the goods do not correspond with the Customer's order form at the Company's option repair or replace the damaged goods free of charge or refund the cost of the damaged goods provided that written notification of damage is received by the Company within ten days of invoice of the goods by the Company. If any claim is not received by the Company within this date the invoice should be payable in full.

(d) The aforesaid obligations on the part of the Company shall not extend to defects caused by wilful damage, negligence, incorrect erection, storage, application or movement or defects caused by fair wear and tear, and the goods are returned to the Company at the Customer's expense for examination of the relevant goods.

(The provisions of this clause do not affect the statutory rights of a consumer)

(e) Save as herein set out and for liability for death or personal injury resulting from negligence, all express or implied conditions representations or warranties as to quality or fitness of the goods or otherwise are expressly excluded.

(This sub-clause shall not apply and shall be wholly ineffective in the case of a sale to a consumer in connection with carrying out of a consumer transaction.)

22. The Company retains copyright of its designs and accepts no responsibility for any infringement of patent or copyright or registered design of any third party incurred in carrying out Customer's directions.

23. It is the Customer's responsibility to ensure that the use to which any goods supplied by the Company is put, complies with requirements of Local Planning Authorities and other interested departments and the responsibility for obtaining any planning permission and permits is entirely that of the Customer. All charges levied by authorities before, during and/or after erection of any goods supplied by the Company are to be borne by the Customer and that in the event of there being any infringement thereof the Customer will not be entitled to any breach of contract of sales.

24. It is the Customer's responsibility to ensure that no thoroughfare, throughway or services are likely to be obstructed and any damage caused thereto is the responsibility of the Customer. It is also the responsibility of the Customer to ensure that any structure that is to bear any goods supplied by the Company is of adequate strength and in good enough condition to bear the extra weight or loads thereon involved.

25. All sizes quoted are approximate.

26. This contract is governed by English Law. Any dispute arising out of or in connection with this contract shall be determined by the English Courts.

27. In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.

28. These Terms and Conditions of sale supersede any which have hitherto been operative. (November 2011)