



BRAINSTORM LIMITED CREDIT ACCOUNT APPLICATION

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Brainstorm Limited can supply goods on credit with settlement to be made strictly within **30 days from Invoice Date**. In order to receive credit, please complete the attached form.

Company Name: _____

(Please note this should be your full company name including its legal status; Limited/plc etc.)

Trading Name/s: _____

Proprietors: _____

Mailing Address: _____

Postcode: _____

Telephone No.: _____ Fax No.: _____

E-mail address: _____

Company Reg. No.: _____ VAT Reg. No.: _____

Number of years in business: _____

Principals in your company:

Name: _____ Title: _____

Name: _____ Title: _____

Contact in Accounts: _____

Contact in Buying Dept.: _____

Invoicing Address: _____

Shipping Address: _____

Details of two **trade references** from whom you regularly receive credit:

1. _____

Telephone No.: _____ Fax No.: _____

2. _____

Telephone No.: _____ Fax No.: _____

Anticipated Monthly Spend: £ _____

I, being an authorised officer of the above named business, agree in full to the Terms and Conditions of Sale for Brainstorm Limited and revisions thereof.

Name: _____ Title: _____

Signature: _____ Date: _____

The information you provide will be held in our records and may be shared for administrative purposes with other companies. If you do not wish your details to be used in this way, please tick this box ~

TERMS & CONDITIONS OF SALE

1. **Acceptance**

All orders, UK and export, are accepted on and subject to these terms and conditions exclusively, except where special arrangements have been negotiated and agreed previously in writing between the buyer and Brainstorm Ltd
2. **Prices**
 - 2.1 Goods are offered for sale at the prices in effect on the day of despatch, regardless of when the order was placed. Unless otherwise stated, all prices are Net Ex-Works and exclusive of Value Added Tax (or any successor tax). VAT will be added for buyers in the UK and shall be payable to Brainstorm Ltd by buyer in accordance with English law upon receipt of an appropriate invoice. Export and Channel Islands orders are free of VAT. Buyers in the European Union must include their VAT registration number on all orders.
 - 2.2 Brainstorm Ltd strive to maintain prices for a minimum of 12 months and will make every effort to notify buyer well in advance of any price changes. However, Brainstorm Ltd reserve the right to alter individual prices without notice in exceptional circumstances.
3. **Payment**
 - 3.1 Unless the buyer has an account with Brainstorm Ltd, goods will be delivered only once full and final payment has been received, in accordance with details outlined on the pro-forma invoice related to the goods. Brainstorm Ltd reserves the right to withdraw credit facilities without notice and any payment outstanding at that time will become due immediately on the date of termination of the contract.
 - 3.2 Full payment must be received by Brainstorm Ltd within 30 days of invoice date. Settlement discounts are negotiable directly with Brainstorm Ltd.
 - 3.3 Unless otherwise negotiated and agreed in writing, for all export orders, full payment is to be made by direct transfer of sterling funds to Brainstorm Ltd's Clitheroe bank account as outlined on the invoice related to the goods. All bank charges related to the transfer are payable by customer.
 - 3.4 Interest at the rate of 1½% of net purchase amount per month may be charged on overdue accounts, commencing on the day following that by which settlement should have been made, calculated on daily balances outstanding.
 - 3.5 Where delivery is to be or may be fulfilled in separate instalments each instalment shall constitute a separate contract. Payment for each instalment shall be made accordingly and any deficit or failure in delivery of one or more instalments will not entitle buyer to cancel other instalments or to terminate the order.
 - 3.6 If buyer defaults in any single payment (in which event the whole amount owing by buyer shall become immediately due and payable), ceases to carry on its business, or enters into liquidation or receivership or other similar process, Brainstorm Ltd may, in addition to all its other rights, cancel, delay or withhold delivery of all orders outstanding from buyer. In addition, Brainstorm Ltd may recover from the buyer all expenses reasonably incurred in collecting, or attempting to collect, payments due to Brainstorm Ltd.
 - 3.7 Brainstorm Ltd shall be entitled to sue for the price of the goods and all additional payments due hereunder whether or not property in the goods shall have passed to buyer.
 - 3.8 Where the buyer's cheque is not honoured for whatever reason Brainstorm Ltd may on each occasion charge buyer £20.
 - 3.9 Retrospective allowances are only payable to buyer by Brainstorm Ltd where Brainstorm Ltd has received payment in full by the due date for all invoices to which the allowances relate.
4. **Packing**

Price for goods include packing suitable for delivery to export destinations via surface, air post or air freight. Should special packaging requirements be specified, Brainstorm Ltd reserves the right to charge for additional costs unless otherwise agreed in writing between the buyer and Brainstorm Ltd.
5. **Carriage**

The charge for standard delivery in the UK is published on the current Brainstorm Ltd price list. Brainstorm Ltd will make every effort to notify buyer well in advance of any changes to delivery charges. However, Brainstorm Ltd reserve the right to alter these charges without notice in exceptional circumstances.
6. **Delivery**
 - 6.1 Brainstorm Ltd endeavour to despatch orders within 7 days of receipt of order. Brainstorm Ltd will use its reasonable efforts to meet any estimated or requested requirements for delivery, but shall not be liable for loss, damage or expense (including consequential, economic, special or other indirect loss or damage including loss of profits) whatsoever or howsoever arising from delay in delivery, or for failure to deliver if this is due to circumstances beyond Brainstorm Ltd's reasonable control.
 - 6.2 Brainstorm Ltd will make every effort to complete orders in "one-drop" delivery but may at its discretion deliver by instalments unless otherwise expressly agreed between buyer and Brainstorm Ltd.
 - 6.3 Claims for short delivery or damage can only be considered if Brainstorm Ltd are notified in writing within 10 days of delivery, or in the case of non-delivery, within 14 days of invoice date.
 - 6.4 In the event of buyer refusing delivery of the goods, Brainstorm Ltd shall be free to store the goods at the use and expense of the buyer and/or to resell any of the goods without effect to Brainstorm Ltd's rights and remedies against buyer.
7. **Return of Goods**
 - 7.1 Goods shall not be returned to Brainstorm Ltd for credit or replacement without Brainstorm Ltd's prior written consent. Where buyer refused to accept goods from the carrier, buyer shall be liable to pay costs and charges consequently incurred.
 - 7.2 Any goods found to be defective may be returned to Brainstorm Ltd for credit or replacement subject to buyer first notifying Brainstorm Ltd of its intention to make a return and obtaining Brainstorm Ltd's written acknowledgement.
 - 7.3 Brainstorm will not make refunds against credit balances – these have to be satisfied by the purchase/s of product/s
8. **Title**
 - 8.1 Legal and beneficial title to the goods shall remain with Brainstorm Ltd and buyer shall ensure safe custody of the goods and be fully accountable to Brainstorm Ltd until (a) Brainstorm Ltd has received full payment (including any accrued interest) for the goods supplied by Brainstorm Ltd to buyer at that time or (b) until the goods are sold by buyer to a third party in accordance with condition 8.3 below.
 - 8.2 Notwithstanding the above, risk in the goods shall pass to buyer at the time of delivery of the goods.
 - 8.3 Notwithstanding buyer's continuing payment obligations to Brainstorm Ltd as bailee of the goods, buyer shall be entitled to sell the goods and pass title in the same to third parties in the normal course of its business before payment in full has been received or until otherwise notified by Brainstorm Ltd in writing. Until such time as all sums owed by buyer to Brainstorm Ltd under all contracts between them have been paid, buyer shall ensure safe custody of the goods.
 - 8.4 Buyer shall forthwith notify Brainstorm Ltd of the whereabouts of the goods (a) if Brainstorm Ltd notifies buyer that it is in breach of any of the terms of this contract, or (b) if Brainstorm Ltd notifies buyer that it considers for any reasonable cause that the goods are in jeopardy.
 - 8.5 Immediately upon buyer's receipt of such notice from Brainstorm Ltd pursuant to condition 8.4 above:
 - 8.5.1 buyer's authority to sell and possess the goods shall automatically (and without any requirement for notice or any other act) end;
 - 8.5.2 all proceeds of the sale of the goods made by buyer prior and all amounts due from buyer to Brainstorm Ltd under all contracts between Brainstorm Ltd and buyer shall be paid to Brainstorm Ltd; and
 - 8.5.3 all goods which are the property of Brainstorm Ltd shall be immediately delivered to Brainstorm Ltd and Brainstorm Ltd shall have the right to enter upon or into any land, buildings, vehicles or other property where the goods or any part of them are situated, or are reasonably thought to be situated, and repossess them.
9. **Liability**
 - 9.1 Except as expressly provided in these terms and conditions, Brainstorm Ltd shall not be liable to buyer in respect of any warranty, representation, guarantee, condition or term whether expressed or implied by statute, trade custom or otherwise howsoever. In particular, and notwithstanding the foregoing, Brainstorm Ltd shall not be liable for any claim; whether arising in contract, tort (including negligence) or otherwise for consequential, economic, special or other indirect loss or damage, as well as any loss of profits suffered by buyer resulting directly or indirectly from the supply of the goods to the buyer. These terms and conditions do not exclude any liability in respect of any claim relating to personal injury or death.
 - 9.2 Nothing in these terms and conditions shall act to exclude any implied terms and conditions concerning Brainstorm Ltd's title to sell the goods, the suitability of goods for a particular purpose, or the buyer's statutory rights.
 - 9.3 Any liability upon Brainstorm Ltd in respect of goods sold pursuant to these terms and conditions shall be limited to replacement of the goods in question or refund/credit of the price, as Brainstorm Ltd may in its absolute discretion consider appropriate.
10. **Restrictions on export**

For the purpose of protecting the distributors, agents and licensees of Brainstorm Ltd and other persons with whom Brainstorm Ltd has a similar continuing relationship ("distributors"), buyer shall not resell the goods to any person in any country, which is not a member of the European Union or the European Free Trade Association. If buyer shall be in breach of this provision, buyer shall be liable for any loss falling upon Brainstorm Ltd by reason of Brainstorm Ltd being in breach of any agreement with distributors to which Brainstorm Ltd is a party.
11. **Contract not assignable**

The contract shall be personal to buyer and buyer shall not assign any of its rights under the contract without the prior written consent of Brainstorm Ltd.
12. **Waiver of rights**

No delay or omission on the part of Brainstorm Ltd or buyer to exercise or avail themselves of any rights under these terms and conditions shall operate as a waiver of any such rights.
13. **Severability**

If any part of any term or condition contained in these terms and conditions shall be invalid or unenforceable then the remainder of such term or condition and all the rest of these terms and conditions shall remain valid and enforceable.
14. **Jurisdiction**

Each contract shall be governed by English Law and be subject to the non-exclusive jurisdiction of the English Courts.