

Vision Products (Europe) Limited  
 Unit 1 Redbourne Park  
 Liliput Road, Brackmills  
 Northampton, Northamptonshire, NN4 7DT



CREDIT ACCOUNT APPLICATION

**Details of Application**

Trading name and address of account

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode

Telephone number (inc. STD Code)

Registered name (if different) and registered office address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode

Are you registered for VAT? YES/NO      VAT No:

Name and address where accounts are paid from

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode

Name of contact      Job title

Telephone number      Extn.      Fax number

Partnership/Sole proprietor - Mr, Mrs, Miss

Full Name and Private Address      D.O.B.

\_\_\_\_\_

\_\_\_\_\_

Postcode

Full Name and Private Address      D.O.B.

\_\_\_\_\_

\_\_\_\_\_

Postcode

Full Name and Private Address      D.O.B.

\_\_\_\_\_

\_\_\_\_\_

Postcode

**For Office Use only**

Credit limit approved £ \_\_\_\_\_

Date      /      /      Signature \_\_\_\_\_

Trade references applied for:      1       2       (Tick box)

Trade references received:      1       2

Trade references satisfactory:      1       2

Subsequent Action \_\_\_\_\_

**Please complete, in full, by typewriter or by hand using BLOCK CAPITALS and attach your letterhead when returning this form. PLEASE RETURN DIRECT TO VISION PRODUCTS (EUROPE) LTD**

Main activity

Structure of organisation  
 e.g. Sole Proprietor, partnership, co-operative, limited company, plc, etc.

Type of premises  
 e.g. Shop, office, factory, warehouse, etc.

No. of employees at this address

Names of executives      Titles      e.g. MD, Sole prop., Co. Sec., etc.

Business incorporated under Companies Act, 1989

Share capital - authorised      Share capital - issued

Date of formation      Date of financial year-end

Company registration number      Country of registration

Registered name (if different) and registered office address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode

Full Name and Private Address      D.O.B.

\_\_\_\_\_

\_\_\_\_\_

Postcode

Full Name and Private Address      D.O.B.

\_\_\_\_\_

\_\_\_\_\_

Postcode

Comments

\_\_\_\_\_

\_\_\_\_\_

**1 DEFINITIONS**  
 1.1 In these Conditions the following expressions shall have the following meanings  
 1.1.1 Additional Items means the following were included  
 (i) packaging costs under condition 7.4  
 (ii) any taxes (including value added tax) duties or other charges levied by any governmental or other author. In respect of or by reason of the sale delivery export or import of the goods or any part thereof but excluding taxes assessed on profits or gains.  
 (iii) Application Support (if any)  
 (iv) Transportation costs under condition 7.1.  
 (v) Storage costs under condition 7.5.  
 1.1.2 Application Support means any works and services provided by the Seller including those provided in conjunction with the sale of Goods  
 1.1.3 Connected Goods means all equipment not sold by the Seller but connected (directly or indirectly) or used in conjunction with the Goods  
 1.1.4 Contract means the quotation of these Conditions of Sale and any other document incorporated in a contract between the Seller and the Customer  
 1.1.5 Customer means any person firm or company receiving a quotation from and/or placing an order with the Seller  
 1.1.6 Delivery Period means 3 months after the estimated delivery date  
 1.1.7 Goods means all and every item of goods or part thereof supplied by the Seller and where relevant includes and work carried out by the Seller on items supplied by the Customer  
 1.1.8 Seller means Vision Products (Europe) Limited and reference to the acknowledgment consent authority or agreement of the Seller shall mean acknowledgment consent authority or agreement in writing signed by a Director of the Seller  
 1.1.9 Transgression means any breach of contract or tort or other act default omissions or statement of the Seller its employees, agents or subcontractors in respect of which the Seller is liable to the Customer  
 1.1.10 Warranty Period means 12 months for Receivers and Test Instruments supplied and 3 months for all other goods supplied with the exception of used goods to which no warranty period applies

**2 GENERAL**  
 2.1 These Conditions apply to all contracts for the sale of Goods by the Seller and supersede any previous Conditions of Sale published by the Seller. No additions or modifications to the terms or conditions inconsistent with these conditions shall be binding upon the Seller unless agreed by the Seller in a document expressly referring to a modification, alteration, variation or addition of or to the relevant Condition or Conditions. Acceptance by the Seller of an order will only be made on the basis of these Conditions and all terms or conditions of sale or purchase referred to in the Customers order or in correspondence or implied by trade or custom are hereby excluded.  
 2.2 All brochures, catalogues, price lists, samples, particulars of weights and dimensions and other advertising or descriptive material submitted to the Customer are intended to be approximate only and to give a general impression of the Goods. Unless expressly incorporated the same shall not form part of the Contract. The Seller reserves the right to make minor alterations to the design specification or construction of the Goods without prior notification to the Customer.  
 2.3 The Customer shall be responsible for complying with any legislation or regulations (or United Kingdom or any other country through which the Goods pass in transit) and for the payment of any duties thereon. The Customer shall fully indemnify the Seller against any fines, penalties, costs, claims, damages, losses and the expenses suffered by the Seller as a result of the Customer failing to comply with this Cause 2.3.

**3 QUOTATION AND ORDERS**  
 3.1 No contact for the supply of Goods will be created by the acceptance of a quotation or an order until the Seller acknowledges the order in writing.  
 3.2.1 The Seller reserves the right to refuse to accept any order based upon a quotation unless the quotation is stated to be open for a defined period and the quotation has not been withdrawn in that period  
 3.2.2 Where any order is based upon the standard price list of the Seller, then, subject to condition 3.3 the price shall be valid provided that delivery is to take place within 30 days from the date of order.  
 3.3 Any samples submitted with the quotation or a the Customer's request, must be returned within 90 days of receipt and if not so returned the cost of samples shall be added to the Contract price.

**4 PRICE AND PAYMENT TERMS**  
 4.1 Unless otherwise stated any Additional Items shall be added to the price.  
 4.2 Unless otherwise agreed by the Seller payment in full (without any deduction by way of set off or counter claim) for the Goods (and additional items if any) shall be due and payable in POUNDS STERLING according to Standard Terms defined by the Seller. The date of dispatch appears on the Seller's dispatch note.  
 4.3 The Seller reserves the right to charge interest at 5% above the base lending rate of the Seller's bank from time to time on any overdue payments until repaid in full  
 4.4 The Seller reserves the right to recover from the Customer all direct expenses reasonably incurred by the Seller in the collection of any overdue sums.  
 4.5.1 Without prejudice to any other rights of the Seller, if there is reason to doubt that the amounts due from the Customer under the terms of the Contract will be paid in full according to the terms thereof, then the Seller reserves the right to require payment before delivering or performing any other work or services whatsoever for the Customer.  
 4.5.2 The Customer shall indemnify the Seller against to losses sustained or extra expenditure incurred as a result of such a suspension of manufacturing, ordering, delivery or other work or services including a reasonable allowance for storage.  
 4.5.3 Where repayment requested in accordance with this Condition is not received within 30 days of demand, the Seller reserves the right to sell or dispose of the Goods produced for the Customer and to recover any additional loss from the Customer

**5 TITLE**  
 5.1.1 Legal ownership of the Goods is to remain vested in the Seller until both the Goods and any Additional items have been paid for in full and (at the option of the Seller) until full payment has been received by the Seller under any other contract outstanding with the Customer.  
 5.1.2 If the Customer obtains possession of the Goods prior to such payment, the Customer shall hold the Goods in a separate and identifiable form as bailee and fiduciary agent for the Seller.  
 5.1.3 Failure to pay the full amount when due shall give the Seller, its employees or agents, the right to repossess the Goods (and enter the Customer's premises for that purpose if necessary) with or without notice and without liability and, at its option, to avail itself of any other legal remedy.  
 5.1.4 The Seller shall have the right to sell the Goods once they have been re-possessed under this Condition. Notwithstanding this condition 5, the Seller shall be entitled to maintain an action for the price of the Goods and Additional items at any time after the date when payment is due.  
 5.2 Notwithstanding this Condition 5, the Seller shall be entitled to maintain an action for the price of the Goods and Additional items at any time after the date when payment is due.  
 5.3 The Customer may contract to sell the Goods to a third party in return for valuable consideration provided always that the Customer shall account in a fiduciary capacity to the Seller for the proceeds of sale (to the extent of the Customer's indebtedness to the Seller) keeping the same separate and identifiable from its other monies. The Customers rights under this Condition 5 shall cease if an event specified in clause 9.1.1 occurs to the Customer.  
 5.4 If prior to payment in full being made the Goods' become commingled with similar goods belonging to the Customer and/or any third party the Customer shall hold the Seller's proportion of the commingled Goods or their proceeds of sale on trust for the Seller. The Seller shall be treated as a tenant-in-common of the commingled goods and the Customer shall hold as trustee for the Seller's proportion and (if the commingled goods have been sold) pay to the Seller its due proportion of the proceeds of sale.  
 5.5 Where the Goods are attached to either buildings or plant or machinery of the Customer, the Customer agrees that it is not its intention that the Goods thereby become fixtures and fittings or part of the plant or machinery but the Goods shall remain as chattels and be severable from the buildings or plant or machinery

**6 PERFORMANCE AND FORCE MAJEURE**  
 6.1 The Seller shall take all reasonable steps to perform its obligations and deliver within the time specified, but such times are estimates only. The Seller shall not be liable for expenses, losses or damages caused by late performance or delay in delivery and delays shall not entitle the Customer to rescind the Contract.  
 6.2 Without prejudice to the generality of the Condition of 6.1 the Seller shall have no liability for any expenses losses or damages caused by delay or default in performance of any obligation caused directly or indirectly by breakdown or unavailability of plant machinery, failure of raw material or supply of raw material, inability to obtain sufficient labour or sufficient skilled labour or any other cause or causes beyond the reasonable control of the Seller. If such cause or causes prevent delivery of Goods within the Delivery Period either party may cancel the order on giving written notice to the other at least 28 days before the Seller may reasonably expect to complete the order without liability to compensate the other party for any loss or damage whatsoever sustained by reason of the non delivery or non acceptance of the Goods.  
 6.3 The Seller reserves the right to make part deliveries and to submit invoices for Goods supplied as part of an order.

**7 RISK CARRIAGE PACKAGING AND STORAGE**  
 7.1 Where no specific instructions about the manner in which the Goods are to be delivered to the Customer or the delivery address given, the Seller reserves the right in its absolute discretion to choose the means of carriage to the Customer and to direct the Goods to the Customer's last known business address. Any such specific instructions must be given to the Seller at the time of order. The Seller reserves the right to charge for delivery either to the Customer's last known address or to any other address specified by the Customer at the time of order.  
 7.2 From the time when the Goods are despatched from the Seller's premises the risk of any loss, damage to or deterioration of the Goods shall be and remain with the Customer notwithstanding that the Seller may arrange carriage. The Seller shall be under no liability arising from their choice of carrier or carriers or from the act or omission of such carrier or carriers and the Customer waives all rights under Section 32(2) of the Sale of Goods Act 1979 in addition to any other goods hereby excluded or restricted.  
 7.3 In the case of sales where the Seller delivers directly to the Customer or contact directly with the carrier, then the Seller will repair or (at its option) replace or (at its option) issue a credit note in respect of Goods lost or damaged in transit (other than by default of the customer) provided that  
 7.3.1 the Customer specified on the carrier's consignment note details of such loss or damage, and  
 7.3.2 in respect of complete non arrival of all Goods comprised in the Contract notification is made to the Seller

7.3.3 within 14 days of the date of despatch of the Goods (the date of despatch to be identified from the copy despatch note sent to the Customer) and separately to the carrier within the period stipulated by the carrier's terms of carriage for claims against the carrier, and  
 in respect of damage to all or part of the Goods or loss of part of the Goods comprised in the Contract, notification is made to the Seller within 3 working days of delivery of the Goods and separately to the carrier within the period stipulated by the carrier's terms of carriage for claims against the carrier.  
 On request, the Seller will inform the Customer of the name and address of the carrier and any time limit for claims stipulated by them  
 7.4 The Seller reserves the right to charge for packing  
 7.5 Once the Goods are ready for delivery the Seller shall be entitled to invoice and be paid for the Goods as if they had delivered if for any reason the Customer does not arrange for or accept delivery. The Seller shall arrange storage for the Goods and the cost of storage shall be added to the Contract price.

**8 TERMS AND REPRESENTATIONS**  
 8.1 THESE CLAUSES DEFINE THE CUSTOMER'S RIGHTS IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY THE GOODS, CONNECTED GOODS OR APPLICATION SUPPORT OR FOR ANY STATEMENTS MADE BY THE SELLER, THEIR EMPLOYEES OR AGENTS. CUSTOMERS ARE ADVISED TO READ THESE PROVISIONS CAREFULLY  
 The Seller's prices are kept as low as practical and the circumstances of their business preclude full indemnity insurance being obtained at a price which would enable the Seller to sell the Goods at a competitive price  
 ACCORDINGLY CUSTOMERS ARE ADVISED TO CHECK THAT THEY ARE COVERED BY INSURANCE AGAINST ANY LOSS OR DAMAGE THEY MAY SUSTAIN. THE SELLER DOES NOT INCLUDE ANY RESERVE FOR POTENTIAL LIABILITY.  
 8.2 The Seller agrees to repair or (at its discretion) replace Goods which are found to be defective and which are returned to the Seller within the appropriate Warranty Period provided that each of the following are satisfied  
 8.2.1 notification of any defect is given to the Seller immediately upon it becoming apparent to the Customer the Goods have only been operated under normal operating conditions and have only been subject to normal use  
 8.2.2 the Goods are returned to the Seller's premises at the Customer's expense together with the original invoice quoting the returns authorisation number (obtainable from the Seller)  
 8.2.4 no work, whatsoever (other than normal and proper maintenance) has been carried out to the Goods or any part of the Goods without the Seller's prior written consent  
 8.2.5 the defect has not arisen from a design made, furnished or specified by the Customer  
 8.2.6 the Goods have been assembled or incorporated into other goods only in accordance with any instructions issued by the Seller  
 8.2.7 the defect has not arisen from a design modified by the Customer.  
 8.2.8 The Seller shall be under no obligation to repair Goods outside the Warranty Period  
 8.4 The Seller agrees (at its discretion) to issue a credit note to the Customer in respect of Goods which are found to be defective and which are returned to the Seller within 5 working days of purchase, accompanied by the original invoice.  
 8.5 The Seller accepts liability  
 8.5.1 for death or personal injury to the extent that it results from the negligence of the Seller, its employees (whilst in the course of their employment) or its agents (in the course of the agency)  
 8.5.2 for any breach by the Seller of any statutory undertaking as to title, quiet possession and freedom from encumbrance  
 8.6 Subject to Conditions 8.2, 8.3, 8.4 and 8.5 from the time of despatch of the Goods from the Seller's premises the Customer shall be responsible for any defect in the Goods or loss, damage, nuisance or interference whatsoever consequential, economic or otherwise or wastage of material resulting from or caused by or to the Goods, the Connected Goods or Application Support in particular the Seller shall not be liable for any loss of profits or other economic losses. The Seller accordingly excludes all liability for the same  
 8.7 At the request and expense of the Customer the Seller will test the Goods to ascertain performance levels and provide a report of the results of that test. The report will be accurate at the time of the test, to the best of the belief and knowledge of the Seller, and the Seller accepts no liability in respect of its accuracy beyond that set out in Condition 8.2  
 8.8 Subject to Condition 8.7 no condition, warranty or other term expressed or implied (by statute or otherwise) is given by the Seller that the Goods, the Connected Goods (whether or not the Seller or its employees or agents have recommended their use) or the Application Support either separately or in conjunction are of any particular quality or will enable the Customer to attain any particular performance or result, or will be suitable for any particular purpose or use under specific conditions or will provide any particular capacity, notwithstanding that the requirements for such performance, result or capacity of that such particular purpose or condition may have been known (or ought to have been known) to the Seller, its employees or agents  
 8.9.1 To the extent that the Seller is held legally liable to the Customer for any single Transgression, the Seller's liability for the same shall not exceed the price of the Goods provided that a number of Transgressions, whether successive or concurrent, which together result in or contribute to substantially the same loss or damage shall be treated as a single Transgression.  
 8.9.2 The restriction of liability in Condition 8.9.1 shall not apply to any liability accepted by the Seller in Condition 8.5  
 8.10 If any exclusion or limitation or liability or any other provision contained in the Contract is held invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted; but if the Seller thereby becomes liable for any liability which would otherwise have been excluded or limited, such liability shall be subject to the other exclusions, limitations or provisions set out in Condition 8  
 8.11 The Customer shall fully indemnify the Seller against all losses, damages, costs, actions, claims, demands, fees and other expenses (legal or otherwise) the Seller may incur in consequence of the Goods or Connected Goods being (whether in whole or in part and directly or indirectly) involved in a claim under the Consumer Protection Act 1967 except to the extent that the alleged defect in the product the subject of such claim was directly caused by an act or omission of the Seller  
 8.12 The Customer shall not remove or in any way tamper with or add to any registered or unregistered trade mark or trade name appearing upon the Goods or applying in relation to the Goods or represent that the Goods are manufactured by any person other than the Seller or its suppliers. The Seller shall have no liability to the Customer in the event of the Goods impinging or being alleged to impinge the rights of any third party

**9 TERMINATION**  
 9.1 The Seller shall, at its option, be entitled by notice to terminate all or any of its contracts with the Customer forthwith and to withdraw its authority to the Customer to sell the Goods supplied and recover all expenses, losses and damage resulting to the Seller including (but without limitation to) loss of profit or other consequential loss if,  
 9.1.1 (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 creditors  
 (c) the Customer makes a proposal to his creditors for a voluntary arrangement or applies for an interim order (within the meaning of Section 268 insolvency Act 1986)  
 (d) an encumbrance 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 admission order to be made in relation to the Customer  
 (g) the Customer's directors make a proposal for a voluntary arrangement with the Customer's creditors  
 (h) the Customer is unable to pay its debts (within the meaning of Section 123 insolvency Act 1986)  
 (i) a receiver or administrative receiver is appointed over any of the Customer's assets, or  
 9.1.2 the Customer fails to make any payment owed to the Seller on the due date, or  
 9.1.3 the Customer fails to make payment in advance when requested in accordance with Condition 4.5 above within 7 days of being requested to do so, or  
 9.1.4 the Customer fails to take delivery of or to collect the Goods within 14 days of being notified by the Seller that they are to be delivered or are ready to be collected, or  
 9.1.5 the Customer is in breach of the terms and conditions of any contract with the Seller (including breach of these Conditions) and shall fail to remedy the same within 21 days of notice specifying the breach and requiring remedy (if the breach shall be remediable)

**10 CUSTOMER PROPERTY**  
 10.1 If any property of whatsoever nature of the Customer is used in connection with the Goods (whether for the purpose of manufacture, display or any other reason) the Customer shall indemnify the Seller for any loss or claim suffered by the Seller as a result of using such property. If such property has not been removed within three months from the date on which the price becomes payable, the Seller reserves the right to charge a storage fee

**11 NOTICES**  
 11.1 Any notice, consent, notification, acknowledgment, authority or agreement required or referred to in the Contract shall be  
 11.1.1 in writing, and  
 11.1.2 given to the party for whom it is intended at such party's registered or main office or last known address, and  
 11.1.3 given by registered or recorded delivery post, telex or telefax transmission and shall be deemed to have been received 5 days after the date of posting or 1 day after the date of transmission as the case may be

**12 JURISDICTION**  
 12.1 The Contract shall be governed in all respects by English Law and be subject to the sole jurisdiction of the English Courts

As you may be aware, whenever personal data is collected, used, and transferred, UK data protection law requires that individuals to whom the personal data refer be informed of the purposes for which such data are collected, used and transferred. In the course of Vision Products (Europe) Limited business relationship with you, Vision Products (Europe) Limited collects business contact details about you and employees or contractors servicing our account. Vision Products (Europe) Limited also collects other data such as accounts of payments and/or receipts, which under some circumstances may qualify as personal data.

We kindly ask you to inform all employees and contractors, involved on our account that information detailing the processing of their business contact is held with us. As this is an ongoing obligation, we expect that you will also provide this information to any new employee or contractor.

I/We hereby apply for a Credit Account, I/We have read and understood the contents of this application form. I/We understand that Standard Terms are 30 days from invoice for BACS and Direct Debit payments, and 14 days from invoice for Cheques. Failure to comply with these terms may result in closure of the account without prior notice. I/We also give my/our permission to Vision Products (Europe) Limited to get a full credit report on me/us from a credit agency. Ownership of the goods remaining with Vision Products (Europe) Limited until paid for in full. I/We understand and agree to the terms and conditions supplied within the application. (Please tear off and keep a copy for your records).

Signature/s	Please print full name	Position	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Extent of Credit Required	
Please state the amount of credit required £ _____ per month	Estimated value of total annual purchases £ _____

Purchase Procedures	
Authorised person(s) to place orders on your behalf	
Name _____	Job Title _____
_____	_____

References	
Bank Main Account _____	Sort code _____
Name and address _____	Name of account _____
_____	_____
_____	Account number _____
Postcode _____	How long open? _____

Trade Reference - Supplier 1		Trade Reference - Supplier 2	
Name and address _____		Name and address _____	
_____		_____	
_____		_____	
Postcode _____		Postcode _____	
Fax no. _____	Period traded with supplier _____	Fax no. _____	Period traded with supplier _____
Contact name _____	Telephone number _____	Contact name _____	Telephone number _____