

ACCOUNT OPENING FORM

**Digital Distribution (GB) Ltd, Unit 10 Heron Business Park, Eastman Way,
Hemel Hempstead, Herts, HP2 7FW**

Tel: 01442 230022 Fax: 01442 231122 Email: sales@ddltd.co.uk

www.ddltd.co.uk

- Please Complete All Three Pages-

COMPANY DETAILS

Company Name:.....

Trading Name:.....

Trading Address:.....
.....

Postcode:.....

Tel No:..... Fax No:.....

Registered Office Address: (If Different From Above).....
.....

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

Length Of Time Trading:.....

Sales Email Address:.....@..... Website URL:.....

Account Email Address:@.....

Email and Website URL needs to be completed

Associated Companies (Please state nature of association)
.....
.....

Credit Limit Requested..... Do You Require A Monthly Statement Yes/No

THIS SELECTION MUST BE COMPLETED IN ALL CASES

BANK INFORMATION

Bank Name:.....

Bank Address:.....
..... Post Code:.....

Bank Account No:..... Sort Code:.....

I/WE.....(company)

Authorise the above named bank to provide reference on my/us in response to any status enquiries it may receive from Digital Disbrution (GB) Ltd at any of its branches or offices subject to the payment of any related fee by Digital Distribution (GB) Ltd, Without further reference to me/us. This authority shall remain in force unless and until cancelled by me/us in writing.

Signed:.....(Director/Partner/Proprietor)

For an on behalf of:.....(Company Name)

-Please Complete All Three Pages-

TRADING STYLE: (Tick as appropriate) Sole Trader Partnership Limited Company PLC

Please complete the following if Sole Trader or Partnership:

Proprietors Details:

Name (1)

.....

Name (2)

.....

Address:

.....

.....

.....

Address:

.....

.....

.....

Postcode:

.....

Postcode:

.....

NI No:

.....

NI No:

.....

Please Complete The Following If Limited Company or Plc:

Name Of Directors:

.....

.....

.....

TRADE REFERENCES

Company Name (1)

.....

Company Name (1)

.....

Town:

.....

Town:

.....

Tel No:

.....

Tel No:

.....

Account No:

.....

Account No:

.....

Accounts Payable Contact Name:.....**Tel**.....**Fax**.....

Sales Contact Name:.....**Tel**.....**Email**.....

Web Address URL:.....

PLEASE RETURN THIS FORM UPON COMPLETION TO:

Credit Control Department, Digital Distribution (GB) Ltd, Unit 10 Heron Business Park, Eastman Way, Hemel Hempstead, Hertfordshire, HP2 7FW

PLEASE NOTE THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE NEED TO BE SIGNED BY A DIRECTOR OR PARTNER OR PROPRIETOR AND RETURNED WITH THE REST OF THIS CREDIT ACCOUNT INFORMATION FORM. FAILURE TO DO SO MAY RESULT IN A DELAY IN PROCESSING YOUR APPLICATION

Digital Distribution (GB) Ltd – Terms and Conditions of Sale

1. **GENERAL** - Digital Distribution (GB) Ltd is pleased to accept orders subject to the terms and conditions of sale as stated below. Unless expressly agreed in writing (for example in the case of tender), any alteration to these conditions will not apply. In these terms “you” and “your” as appropriate refer to the buyer, and “us”, “our” and “we” refer to the seller, Digital Distribution (GB) Ltd. These Terms and Conditions of sale shall be governed by English Law.
2. **QUOTATIONS** - Our quotations remain valid only for the date of issue. Quotations are for the sole use of the addressee, and we reserve the right to withdraw a quotation without notice.
3. **DELIVERY AND COLLECTION OF GOODS. In normal Circumstances:**
 - A) We will deliver an order within three working days, but we cannot be held liable for any loss to you caused by late delivery. If we do deliver late this is not a breach of contract.
 - B) Goods will be delivered to the delivery address supplied to us by you. By supplying an address you are considered to have given authority to accept a delivery on your behalf to any person who receives the delivery at the given address.
 - C) If we or the goods carrier cannot deliver to the deliver address then we may either store the goods and deliver at a later date, or return the goods to stock and deliver similar goods at a later date.
 - D) If we deliver in instalments to you, the each instalment is a separate contract. If payment in full is not made to us at the proper time, we may hold or cancel delivery of any other of your order or part orders which are still to be delivered.
 - E) Our pricelists exclude delivery or transport charges, insurance and taxes.
4. **PRICES** - All prices quoted are exclusive of Value Added Tax, (VAT). VAT will be added to all relevant invoices at the rate applicable on the tax point date.
5. **PAYMENT** - Unless otherwise agreed in writing by a director of Digital Distribution (GB) Ltd, Invoices must be paid within 30 calendar days of their date. Accounts will be placed on stop after this date. If you have not paid in full by this date then:
 - A) We will be entitled to charge you interest at 8% above the National Westminster Bank base lending rate, compounded daily, on the amount outstanding until it has been paid in full.
 - B) You will be liable for all costs incurred in collecting the debt, whether or not title has passed to you.
 - C) We reserve the right to reduce any credit limit without prior notice.
6. **SHORTAGES, DAMAGES, DISCREPANCIES AND LOSS IN TRANSIT** - Shortages, damaged goods and discrepancies must be notified to us in writing within 3 working days of delivery. Goods lost in transit must be notified within 3 days from date of invoice.
7. **PROOF OF DELIVERY** - Proof of delivery will only be provided against requests in writing. An administration charge of £12.00 will be made for any request received after 14 days from date of invoice.
8. **RETURNS** - Goods cannot be returned unless clearly displaying a customer returns number. Returns not clearly showing this will not be accepted by our good inward department. Customer wishing to return goods for any reason must firstly contact our customer service department to obtain a customer returns number and authority, which will be provided once we are satisfied the return is valid. The issue of a return number is not an agreement to credit. Once the goods are received by us, we will test any goods that are identified by you as faulty, and report back to you. Faulty goods will be credited in full, Returns to us for non-faulty good will be reported back to you upon receipt. We reserve the right to charge a restocking fee of 25% of the value of goods, with a minimum charge of £25.00. The above paragraph does not affect any of the product guarantees which we offer. **GOODS MUST BE RETURNED IN THEIR ORIGINAL UNMARKED PACKAGING.** Goods not returned to us in original packaging will be returned to you.
9. **CATALOGUES AND BROCHURES** - All descriptions and illustrations of goods in any catalogue brochure, price list or in any other document provided by us are intended for general guidance only, and do not form part of any contact between you and us. We accept no liability for any error or omission in such documents and cannot be liable in any circumstances for any loss or damage resulting from your reliance on such information.
10. **FORCE MAJEURE** - We reserve the right to cancel an order or suspend or delay delivery without being liable for any loss or damage caused by any reason beyond our control.
11. **YOUR BANKRUPTCY OR DEFAULT** - If you fail to honour or breach any of your obligations to us under this contact, or any distress or execution is levied upon you, or you offer to make an arrangement with your creditors or commit any act of bankruptcy or a petition of bankruptcy is presented to you, or in the case of a limited company a petition to wind up such a company is passed or presented, we will have the immediate right to cancel in writing any contract we currently have with you without prejudice to any claim or right we may otherwise have.
12. **RETENTION OF TITLE** - The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in case or cleared funds payment in full for all goods delivered to the buyer under this and all contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.
13. **PRIVACY STATEMENT AND THE DATA PROTECTION ACT 1998** - We will treat all your personal information as private and confidential (even when you are no longer a customer), except where disclosure is made at your request or with your consent or where we are required by law to disclose.

We will use your information for the purposes of administration, to check your financial statements and improve our customer services.
14. **DIVISIBILITY CLAUSE** - This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

Signature Of Director / Partner / PrincipalPrint Name.....

Company Name.....Date.....