|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Pro Forma Application Form | | | | | | | | | | | |
| Company: | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contact Name: | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |
| Date: | | |  | | | | | | | | | | | | | Email: | | | |  | | | | | | | | | | |
| Telephone: | | | | | |  | | | | | | | | | | Fax: | | |  | | | | | | | | | | | |
| Address: | | | | | | | | | | | | | | | | Registered Address (if different): | | | | | | | | | | | |
|  |  | | | | | | | | | | | | | | |  | |  | | | | | | | | | | | | | | |
|  |  | | | | | | | | | | | | | | |  | |  | | | | | | | | | | | | | | |
|  |  | | | | | | | | | | | | | | |  | |  | | | | | | | | | | | | | | |
| Postcode: | | | |  | | | | | | | | | | | | Postcode: | | | | | | |  | | | | |
| How long trading: | | | | | | | | | |  | | | | | | Company Reg No: | | | | | | | |  | | | | | | |
|  | | | | |  | | | | | | | |  | | | Company VAT No: | | | | | | | | |  | | | | | | | |
| Legal Status: | | | | | | | Limited company | | | | | | | | Public Limited | | | | | | | Sole owner | | | | | Partnership | | | | | | |
| Finance/Accounts Contact Name: | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | |
| Telephone: | | | |  | | | | | | | | | | | | | Email: | | | |  | | | | | | | |
|  | | | | | | |  | | | | | | | |  | | | | | | |  | | | | |  | | | | | | |
|  | | | | | | | | | | |
| A copy of our conditions of sale is attached. Please note failure to adhere to our terms of payment may result in the withdrawal of credit. By signing this application form, you are signifying your agreement to these terms and acknowledging receipt of our terms and conditions of sale and that you are authorised to apply for an account on behalf of the company. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Signature: | | | |  | | | | | | | | | | | | | | | | | | | | | |
| Name in capitals: | | | | | | | | |  | | | | | | | | | | | | | | | | |
| Position: | | |  | | | | | | | | | | | | | | | | | | | | | | |
| Date: | |  | | | | | | | | | | | | | | | | | | | | | | | |

**Definition**In these conditions Britannia Labels Limited is called the 'Company' and the person firm company or other body with whom the Company contracts is called the 'Customer'**Force Majeure**If due performance of the contract is affected by trade disputes fires accidents or other causes over which the Company has no reasonable control the Company shall be entitled by notice in writing to rescind the contract in whole or in part or to impose such variations as are necessary.**Stocks**Any stocks held by agreement must be called off within six months from the date of acknowledgement of the contract and if not will be forwarded to the Customer without   
further notification on expiry of that period.**Delivery**Delivery dates are quoted in good faith but the Company shall not be liable for any losses arising from late deliveries. A minimum order value of £40 plus carriage is applicable on all orders.

No claim for faulty or damaged goods, non delivery or shortage of delivery will be entertained unless notice in writing is received by the Company within 7 days of the date of invoice followed by a complete claim in writing within 28 days of the date of invoice.**Quotations**Quotations are valid for 30 days and exclude V.A.T. and the cost of carriage. Carriage charges will be added on all invoices. A partial charge will be made for origination.**Payment**Goods will be invoiced on the day of despatch, any payment is due within 30 days of the date of invoice. In the event of payment not being made by the due date and agreement with the buyer as to stockholding may be cancelled by the Company and all stocks held on the Customer’s behalf may be sent to the Customer and invoiced for immediate payment. Interest shall be charged at 4% above Bank of England minimum lending rate in force at the date of the invoice on overdue accounts.

**Specifications**The Company will where applicable make every effort to match the colour of an existing material or original sketch but a perfect match cannot be guaranteed, nor can colour fastness strength or non-shrinkage be guaranteed.

It is the Customer's responsibility to ensure that the goods ordered are in every way accurate correct and suitable for the purpose for which they are required not withstanding that such purpose may be known to the Company. The Company is responsible only for producing the goods to the specification of the Customer and in accordance with these conditions.

If for reasons of speed or otherwise the Customer wishes the Company to proceed with an order prior to formal confirmation from the Customer, the Company cannot accept responsibility for an error due to a misunderstanding of the order as placed.**Tolerances**The right is reserved to deliver within the following limits on:-

Printed fabric labels, self adhesives and tickets:

Up to 5,000 labels + or - 20%5,001 to 25,000 + or - 15%25,001 to 100,000 + or - 10% over 100,000 + or - 5%Woven labelsAll quantities + or - 20%

The above tolerances apply to each individual label order. Every difference ordered in size, text of fibre type shall be regarded as a separate label order.

Goods will be supplied within the following limits of tolerance:

Width Up to 20mm +1mm 21mm to 38mm +1.5mm 39mm and over +2mmLength Up to 64mm +2mm 65mm to 99mm +3mm 100mm and over +4mm

The above tolerances have been agreed by the Ribbon and Label Manufacturers' Association Limited.**Title**The property and the goods shall remain with the Company until all monies owed on the account have been paid, irrespective of whether the goods have been used, or partially used.

The Company shall be at liberty, if at any time the debt has not been paid after it has become due, to recover possession of any goods. Any sum paid on account of the purchase price shall be retained for the Company's use.The Customer has no right to transfer the property of its merchandise to its banker or any other third party without having obtained the previous authorisation of the Company.

All origination remains the property of the Company unless by prior arrangement with the Company in writing.**Liability**Where goods supplied are defective the Company's liability shall be limited solely to rectifying such defect and defective goods shall not form the subject of any claim for work done by the Customer or for any loss damage or expense whatsoever arising, directly or indirectly from the defect.

The Customer shall indemnify the Company against all claims against the Company and costs incurred by the Company in respect of the infringement of any copyright trademark or registered design resulting from goods ordered by the Customer.**Contract**The contract shall be governed by English Law and these conditions and details in the acknowledgement of the contract constitute the entire agreement between the Customer and the Company.

No variation of these conditions (whether contained in any document or standard conditions of the buyer or otherwise) shall be applicable unless accepted in writing by the Company.

Acceptance of the goods implies acceptance of these conditions.