



Customer Account Credit Application Form

Full Trading Name			
Holding Company (if any)			
Delivery Address: (Incl Tel Number)			
Invoice Address (if different from above)			
Proprietors Name, Address & Tel No: (Sole Traders/Partnerships only)			
VAT REG NO:		Company Reg No:	
Telephone Number:		Fax Number:	
Email Address:			
Bank Name & Address			
Please state type of account required	Credit	COD	Proforma
Credit limit required (Subject to a Credit Insurance Reference Check)			
<p>Upon signing this application, I confirm that I have read and accepted the 'Terms & Conditions of Business' of Über Design Limited. Please note that two signatures are required in the case of a Limited Company.</p> <p>Signed:..... Position:..... Date:.....</p> <p>Signed:..... Position:..... Date:.....</p>			
In carrying out credit checks we will register your name and address, but nothing else about you, with a credit reference agency. A record of the search will be kept by the agency and ourselves			



Terms & Conditions of Business

In these Conditions "BUYER" means a person who accepts a quotation of the seller for the sale of goods or whose order for the sale of goods is accepted or confirmed by the Seller "GOODS" means the goods (including any instalment of the goods or any parts of them) which the seller is to supply in accordance with these Conditions "SELLER" means Uber Design Limited "CONDITIONS" means the standard Terms and Conditions of Sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller "CONTRACT" means the contract for the purchase and sale of the goods "WRITING" includes facsimile transmissions and any comparable means of communication "COMPANY" means Uber Design Limited "CUSTOMER" shall have the same meaning as the Buyer.

CONFLICT OF TERMS 1. The Contract herein shall be deemed to be made between the parties upon these terms and conditions of sale. In the event of any conflict between these Conditions and any other terms and conditions, these Conditions shall prevail. No person has authority to make any representations on the Company's behalf which is not made or confirmed in writing.

RETENTION OF TITLE 2. (a) The goods shall remain the Seller's property until the Buyer has paid for them in full. Until that time the Buyer shall hold them as bailee, store them in such a way that they can be identified as the Seller's property, and keep them separate from the Buyer's own property, and the property of any other person (b) Although the goods remain the Seller's property until paid for, they shall be at the Buyer's risk from the time of delivery and the Buyer shall insure them against loss or damage accordingly (and in the event of such loss or damage shall hold the proceeds of such insurance on behalf of the Seller as beside for the Seller) (c) The Buyer's right to possession of the goods shall cease if (i) the buyer has not paid for the goods in full by the expiry of any credit period allowed by this contract, or (ii) the Buyer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement; or (iii) a receiver, liquidator or administrator is appointed in respect of the Buyer's business. On cessation of the Buyer's right to possession of the goods in accordance with this clause the Buyer shall at his own expense make the goods available to the Seller and allow the Seller to repossess them (d) The Buyer hereby grants the Sellers, his agents and employees an irrevocable licence to enter any premises where the goods are stored in order to repossess them or inspect them at any time (e) The goods remain the Sellers property until the Buyer has paid all sums due from it to the Seller on any account whatsoever.

LIMITATION OF LIABILITY 3. In no circumstances whatsoever shall the Seller's liability (in contract or otherwise) to the buyer arising out of or in connection with this Contract of the goods supplied, exceed the invoice price of the particular pieces concerned. The Seller shall be under no liability for loss or damage or delay arising caused by circumstances beyond his control.

DELIVERY 4. The Seller shall not be liable for non-delivery or delay arising from circumstances beyond his control. The delivery dates given are estimates only and time for delivery is not of the essence of the contract. During the order delivery process if credit insurance is withdrawn we will not be obligated to carry out or complete scheduled orders.

NON-ACCEPTANCE OF DELIVERY 5. If the Customer fails to accept delivery of merchandise ready for delivery, the Company reserves the right to invoice such merchandise and to require payment in the usual way.

NOTICE OF CLAIMS 6. Except where delivered by the company's transport and then only when damage or shortage is advised in writing within 7 days of receipt. No responsibility will be accepted for loss or damage in transit.

CANCELLATION 7. Orders once placed can only be cancelled or varied with the consent in writing of the Company and on terms which indemnify the company against loss. All requests for cancellations must be made in writing.

PAYMENT TERMS 8. The company's payment terms are strictly a 30% deposit for made to order goods and proforma or cash on delivery unless agreed to the contrary. Where credit terms are agreed, a 30% deposit will be required for made to order goods and invoice balances are payable strictly Nett, within 30 days of delivery of the date of invoice. Simple interest shall accrue at 12 percent per annum on invoices outstanding thereafter until payment.

FITNESS FOR PURPOSE 9. The Seller shall ensure that the goods supplied are suitable for the purposes for which they are to be used.

DETERMINATION OF CONTRACT 10. If the Customer shall make default in or commit a breach of contract or make any arrangement or composition with its creditors or commit any form of bankruptcy or of a petition or receiving order shall be presented against it, the Company shall have the right forthwith to determine any contract then subsisting upon written notice of such determination being posted to the Customer's last known address.

DETERMINATION DUE TO NON-PAYMENT 11. In the event that a payment is outstanding for more than thirty days, the Company reserves the right to cease all further work or to supply any further goods that may have been agreed and it reserves the right to issue legal proceedings to reclaim the sums due at that stage. No liability shall arise against the Company for non-performance of any other contracts that may be subsisting at that time.

RETURNS 12. The seller may, in its sole discretion, agree to accept return of goods but only if those goods are non-defective or where the defective is notified in writing within 7 days of delivery. Returns will only be accepted where goods have been properly wrapped, cleaned and in the same or substantially the same condition as they were when delivered to the Buyer. If the Seller does not accept returns it reserves the right to deduct and will require the Buyer to pay up to 50% of the value of the goods before VAT or £100.00 whichever is greater for administration costs in connection with goods returned.

INTERIM PAYMENT 13. The company reserves the right to seek an interim payment upon such terms as agreed. In the event that an interim payment is not received, the Company reserve the right to cease all further work and claim for any goods sold up to that point.

VALIDITY OF OFFER 14. This offer will remain open for acceptance within thirty days from the date stated unless otherwise indicated. Any counter-offer, unless specifically varied by agreement shall be subject to these terms and conditions.

PRICE VARIATION 15. Prices quoted are based on costs of labour and materials current at the date of quotation. If these costs should increase during the course of the performance of the contract, the Company reserves the right to increase the price of the contracts (s) based upon the extra cost. Should work be suspended by reason of the Buyer's instruction or lack of instructions, the Company shall be entitled to increase the contract price to cover any resulting increase in costs incurred by the Company. The Buyer is responsible for any storage charges after the due date of delivery.

LIEN ON CUSTOMER'S GOODS 16. All goods delivered to or in the custody or controls of the Company are subject to lien for the general balances of account for any sums owed to the Company by the Customer. The Company reserves the right to sell the goods as against sums owed if payment is not made within three months of the due date or goods are not collected within that period. Any balance due will be paid to the Customer or his agent.



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CUSTOMER TRANSACTIONS 17. If the Customer is dealing in the capacity of a consumer then these Terms and Conditions shall not affect their statutory rights.

THIRD PARTY/PUBLIC LIABILITY 18. Save insofar as defects in the products supplied by the Company cause death, personal injury or damage to personal property, the Company's liability for loss or damage shall be limited to the invoice value of the goods. Without prejudice to the foregoing, the Company shall in no circumstances be under any liability in contract or otherwise for indirect or consequential loss or damage of whatever kind and howsoever caused, suffered by the Customer or others, save as may be expressly imposed by statute or common law.

DELAY 19. Time for performance by the Company is given in good faith and as accurately as possible and is not to be of the essence of the contract. The customer shall have no right to damages or to impose penalties or to cancel the contract for delay arising from any cause unless agreed by the Company in writing.

V.A.T 20. The Seller will be entitled to alter the amount of V.A.T if this is increased between the date of the invoice and the date that it becomes payable.

VARIATION IN QUALITY 21. Every effort shall be made to deliver the correct quantity ordered, but quotations for supply are conditional upon a marginal error of 10% for over make or shortage. In those circumstances, the invoice will be adjusted to reflect this. Variations in thickness and measurements within a margin of 10% will not affect the terms of the contract.

FORCE MAJEURE 22. If either party is affected by force majeure, it shall promptly notify the other party of the nature and extent of the circumstances in question. Notwithstanding any other provision of this agreement, neither party shall be deemed to be in breach of this agreement, or otherwise be liable to the other, for any delay in performance or non-performance of any of its obligations under this agreement, to the extent that the delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

NOTICES AND SERVICES 23. Any notice or other information required or authorised by this agreement is to be given by either party to the other and may be given by hand or sent in writing to the other party. Any notice given by post which is not returned to the sender undelivered shall be deemed to have been given on the next day after the envelope containing the same was posted. Service of any legal proceedings or arising out of this agreement shall be affected by causing the same to be delivered to the Company Secretary of the party to be served at its registered office or to such other address as may be notified by the Seller concerned in writing from time to time.

LAW APPLICABLE 24. These Terms and Conditions and the contract shall be subject to, governed by and construed in accordance with English law.

GUARANTEES FOR LIMITED COMPANIES 25. If your business is conducted through a limited company, please note that we shall require two directors of the Buyer's company to sign these terms as confirmation that they shall personally guarantee the payments of our invoices in the event that the Buyer's company is unable for any reason to make payment. The signature of one director may be acceptable in certain circumstances.

DISCLOSURE OF INFORMATION 26. We may in accordance with our registration under the Data Protection Act, register or record details of your account with any Credit Reference Agency which will keep a record of that search. We may also disclose details about your conduct of the Account to licensed Credit Reference Agencies. Any information held will only be used to help make credit decisions affecting you or members of your household, or occasionally for fraud prevention or tracing debtors. We may at any time disclose details of your personal information and the conduct of your account to our agents, associates, or sub-contractors to enable you to receive communication by letter or telephone or any other reasonable means, including information about products and services that you can obtain with your account.

I / We accept the above Terms of Business and return this form to Uber Design Limited signed as requested.

Signed.....

Print Name.....

Position.....

Dated.....

Signed.....

Print Name.....

Position.....

Dated.....

On behalf of.....

