



Mell Industrial Estate, Drogheda, Co. Louth
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Email: accounts@angloprinters.ie www.angloprinters.ie
VAT No. 4813172W Company Reg. No.119784

CREDIT APPLICATION FORM

Please complete the following details and return as soon as possible:

Trading Name Tel. No.....

Address: Fax. No.

.....

Nature of Business Managing Director

Monthly Credit Required € Accounts Contact

Bank Name Account No.....

Address

Sort Code

Two trade references whom we may contact for the purpose of opening this account:

Name: Name:

Address: Address:

.....

Tel. No..... Tel. No.

Fax. No. Fax. No.

We wish to apply to open an account with your company. We agree to be bound by your standard terms and conditions of sale (overleaf). We understand that your payment terms are **STRICTLY THIRTY DAYS** from end of month and we agree that payment will be within these terms.

Signature: Date:

Position Held:

STANDARD CONDITIONS OF SALE

1. **Cost Variation:** Quotations are based on the current cost of production and are subject to amendment by the printer on or at any time after acceptance to meet any rise in such costs.
2. **Tax:** The printer shall be entitled to charge the amount of any value - added or similar tax at the rate prevailing at the date of delivery whether or not included in the quotation.
3. **Preliminary Work:** Sketches, proofs, designs and all work produced, whether experimentally or otherwise, at customers request will be charged. All sketches and originating work remain the property of the printer unless an agreed fee is negotiated for their use by the customer.
4. **Proofs:** Author's corrections, including alterations in style, and the cost of additional proofs necessitated by such corrections will be charged extra. Proofs of all work may be submitted for customer's approval, and in that event no responsibility will be accepted for any errors in them not corrected by him.
5. **Delivery and Payment:** (a) Delivery of work shall be accepted when tendered and thereupon or on notification that the work has been completed the ownership shall pass and payment shall become due. (b) Should expedited delivery be agreed and necessitate overtime or other additional cost an extra charge may be made. (c) Should work be suspended at the request or delayed through any default of the customer for a period of 30 days the printer shall then be entitled to payment for work already carried to and materials specially ordered. (d) Stocks for delivery to customers requirements will not be carried other than on the basis of payment on completion of the work and agreement on the storage charges to be paid. Such goods will be stored only at customer's risk.
6. **Variations in Quantity:** Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon margins of 5% for work in one colour only and 10% for other work being allowed for overs or shortage, the same to be charged or deducted.
7. **Claims:** Claims arising from damage, delay, or partial loss of goods in transit must be made in writing to the printer and the carrier so as to reach them within three days of delivery and claims for non-delivery within 28 days of despatch of the goods. All other claims must be made to the printer within five days of delivery.
8. **Liability:** (a) The printer shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in transit. (b) Where work is defective for any reason, including negligence, the printer's liability (if any) shall be limited to rectifying such defect.
9. **Standing Matter:** (a) Metal, film, glass, reproduction proofs, positives and other materials used by the printer in the production of type, plates, moulds, stereotypes, electrotypes, filmsetting, negatives, positives and the like shall remain his exclusive property. (b) Type may be distributed and lithographic, photogravure, or any other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.
10. **Customers Property:** Customer's property and all property supplied to the printer by or on behalf of the customer will be held, worked on and carried at customer's risk.
11. **Material Supplied by Customer:** (a) The printer may reject any paper, plates or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged. (b) Where materials are so supplied or specified responsibility for defective work will not be accepted by the printer unless this is due to his failure to use reasonable skill and care. (c) Quantities of materials supplied shall be adequate to cover normal spoilage.
12. **General Lien:** Without prejudice to other remedies, the printer shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as he thinks fit and to apply any proceeds towards such debts.
13. **Illegal Matter:** (a) The printer shall not be required to print any matter which in his opinion is or maybe of an illegal or libellous nature. (b) The printer shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter printed for the customer or any infringement of copyright, patent or design.
14. **Periodical Publications:** A contract for the printing of periodical publications (which shall include job work produced at specific intervals) may not be terminated by either party unless written notice is given as follows:

Nature of Publication	Length of Notice
Weekly	Given at any time
Fortnightly, Monthly, Two Monthly	13 Weeks
Quarterly	26 Weeks

Nevertheless the printer may terminate an such contract forthwith should any sum due thereunder remain unpaid.
15. **Force Majeure:** Every effort will be made to carry out the contract but its due performance is subject to cancellation by the printer or to such variation as he may find necessary as a result of inability to secure labour, materials or supplies as a result of any act of God, War, Strike, Lockout or other Labour dispute. Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the printer's control.
16. **Law:** These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of the Republic of Ireland.
17. **Reservation of Title:** The goods supplied shall, unless otherwise agreed, remain our company's property until all monies owing to the company now or in the future and arising from the business connection of the Company with the Buyer have been paid in full.

The company reserves the right to repossess any goods sold hereunder to the Buyer in respect of which payment is overdue and thereafter to re-sell the same; and for this purpose the buyer hereby grants an irrevocable right and license to the Company through its servants and agents to enter with or without vehicles upon all and any premises on which such goods may be. These rights shall continue to subsist notwithstanding the termination of this contract whether through the happening of any of the events specified herein or otherwise and without prejudice to any accrued rights of the company hereunder.