



Systems Labelling

INNOVATIVE LABEL TECHNOLOGY

To:	Angela Hand – Credit Controller
Company:	Systems Labelling
Fax No:	01244 280778
From:	
Date:	
No: of Pages:	

If you do not receive all pages of this fax or have any problems, please call 01244 286300 Ext. 327.

Please find below our “New Customer Account” form and a copy of our standard terms & conditions for your reference.

I would be grateful if you can complete and return a signed copy via **fax 01244 280778** so we can set up an account for your company.

If you have placed an **urgent order**, we can send a proforma invoice to prevent delaying the production of your order. All you need to do is call me on **01244 286300 ext 327** and I will arrange this for you immediately.

Please note a new account can take 3 to 10 days to set up depending on your trade references.

If you have any queries, please do not hesitate to contact me on **01244 286300 ext 327**.

Many Thanks

Best Regards

Angela



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New Customer Account Form

Company Details

Company Name:		Limited: Yes/No	Sole Trader: Yes/No
		Pic: Yes/No	Partnership: Yes/No
Invoicing Address:		Delivery Address: (if different)	
Registered Office (if different from above)		Company Registered No:	Company VAT No:
Contact Name:	Accounts Contact Name:	Turnover:	No. of Employees:
Position:	Email:	Nature of Business:	
	A/cs Tel No:		
	A/cs Fax No:	Company Tel No:	Company Fax No:

References (trade references must be UK Companies)

Bank Name:	Sort Code:
Address:	Account No:
Trade Ref 1 Name:	Trade Ref 2 Name:
Address:	Address:
Telephone No: Fax No:	Telephone No: Fax No:

MONTHLY CREDIT REQUIRED: £	CREDIT TERMS: Payment is strictly 30 days.
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Declaration: I/We have read and understood the above terms and the attached conditions of sale and I/We hereby agree and accept the aforementioned terms and conditions.

Authorised Signature: _____ Print Name: _____

Position in Company: _____ Date: _____

FOR OFFICE USE ONLY

BR:	TR 1:	TR 2:	AREA CODE:	SECTOR:	
A/C No:	CREDIT LIMIT £	STOCK: Y / N	1 st ORDER P/F	DEL DATE	VALUE
APPROVED:			Sage	Mytron	GM
					Letter

Systems Labelling Limited Standard Conditions of Contract

- 1. Price Variation;** Estimates are based on Systems Labelling Ltd current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
- 2. Tax;** Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Systems Labelling Ltd reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.
- 3. Preliminary Work;** All work carried out, whether experimentally or otherwise at customers request shall be charged.
- 4. Copy;** A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
- 5. Proofs;** Proofs of all work may be submitted for customer's approval and Systems Labelling Ltd shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customers alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Systems Labelling Ltd's judgement, changes therefore made by the customer shall be charged extra.
- 6. Delivery;** Title and Risk **a)** All deliveries will be charged at cost. **b)** Risk in the goods shall pass to the buyer on delivery. No property in any of the goods sold hereunder shall pass to the buyer until all amounts of nature due or falling due to us from buyer shall have been paid in full, provided that if the buyer shall in good faith and in the ordinary course of business resell the whole or any part of the goods sold hereunder the property in the goods (or part thereof) shall pass to buyer at the same time as to the purchaser under such sub-sale and in such an event buyer shall be trustee for us of all moneys paid by and indebtedness due from the purchaser to buyer under the sub-sale. **c)** Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days Systems Labelling Ltd. shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
- 7. Variations in Quantity;** Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5% for work in one colour only and 10% for other work being allowed for overs or shortage (4% and 8% respectively for quantities exceeding 50,000) the same to be charged or deducted.
- 8. Claims;** Advice of damage, delay or partial loss of goods in transit or of non delivery must be given in writing to Systems Labelling Ltd and the carrier within 3 clear days of delivery (or, in the case of non delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to Systems Labelling Ltd and the carrier within 7 clear days of delivery (or, in the case of non delivery, within 42 days of despatch). All other claims must be made in writing to Systems Labelling Ltd within 28 days of delivery. Systems Labelling Ltd. shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves **i)** it was not possible to comply with the requirements and **ii)** advice (where required) was given and the claim made as soon as reasonably possible.
- 9. Liability;** Systems Labelling Ltd shall not be liable for any loss to the customer arising from delay in transit not caused by Systems Labelling Ltd.
- 10. Standing Material;** **a)** Metal, film, glass and other materials owned by Systems Labelling Ltd. and used by them in the production of type, plates, moulds, stereotypes, electrotypes, film setting, negatives, positives and the like shall remain their exclusive property. Such items when supplied by the customer shall remain the customers property. **b)** Type may be distributed and lithographic, photogravure or 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.
- 11. Customers Property;** **a)** Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customers property and all property supplied to Systems Labelling Ltd. by or on behalf of the customer shall while it is in the possession of Systems Labelling Ltd. or in transit to or from the customer be deemed to be at customers risk unless otherwise agreed and the customer should insure accordingly. **b)** Systems Labelling Ltd shall be entitled to make a reasonable charge for the storage of any customers property left with Systems Labelling Ltd. before receipt of the order or after notification to the customer of completion of the work.
- 12. Materials Supplied by the Customer;** **a)** Systems Labelling Ltd. may reject any paper, plates or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by Systems Labelling Ltd in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer. **b)** Where materials are so supplied or specified, Systems Labelling Ltd will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified. **c)** Quantities of materials supplied shall be adequate to cover normal spoilage.
- 13. Insolvency;** If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him/her, Systems Labelling Ltd. without prejudice to other remedies shall **i)** have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, and **ii)** 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 in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.
- 14. Illegal Matter;** **a)** Systems Labelling Ltd shall not be required to print any matter which in their opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. **b)** Systems Labelling Ltd. shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyers advice in settlement of any claim.
- 15. Force Majeure;** Systems Labelling Ltd shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a continuance of such a contingency the customer may by written notice to Systems Labelling Ltd. elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
- 16. Law;** These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.