

Red Strawberry Solutions Ltd. CREDIT ACCOUNT APPLICATION

Company Name)	Trading Name (If Different)
Date of Incorporation	

Invoice/Head Office Address	
Tel:	
Fax:	
Website:	

Business State: PLC__ LTD__ Partnership__ Sole Trader__

Names and Home Addresses of Principle Directors, Owners, Partners

For Businesses that operate as Sole Traders we require the full name and address of the proprietor.
 For Businesses that operate as Partnerships we require the full name and addresses of all partners.
 For Businesses that operate as Limited companies we require the full name and addresses of all directors .

In order for us to process your application for credit we may pass your details to a credit reference agency.

By signing this form you give your explicit consent for Red Strawberry Solutions Ltd. to approach any such agency.

Director, Owner, Partner		Director, Owner, Partner	
Name:		Name:	
Home Address 1:		Home Address 1:	
Home Address 2:		Home Address 2:	
Home Address 3:		Home Address 3:	
Home Address 4:		Home Address 4:	
Mobile Number:		Mobile Number:	
Director, Owner, Partner		Director, Owner, Partner	
Name:		Name:	
Home Address 1:		Home Address 1:	
Home Address 2:		Home Address 2:	
Home Address 3:		Home Address 3:	
Home Address 4:		Home Address 4:	
Mobile Number:		Mobile Number:	

Company Reg No:		VAT Reg No:	
-----------------	--	-------------	--

Customer Purchasing Contact		Customer Accounts Dept. Contact	
Name:		Name:	
Position in Co.:		Position:	
Telephone:		Telephone:	
Fax:		Fax:	
Mobile:		Mobile:	
E-Mail:		E-Mail:	

Monthly Credit Required: £

Please give the details of two of your current suppliers who we may ask for a credit reference.			
Company Name:		Company Name:	
Contact Name:		Contact Name:	
Address 1:		Address 1:	
Address 2:		Address 2:	
Address 3:		Address 3:	
Address 4:		Address 4:	
Telephone:		Telephone:	
Fax:		Fax:	
Website:		Website:	
E-Mail:		E-Mail:	

Credit Accounts are offered at Red Strawberry Solution's sole discretion. Our credit terms are 30 days from date of invoice. All orders are accepted on this basis. In consideration of the granting of credit facilities I/We agree to make settlement of accounts within the terms and conditions herewith issued by Red Strawberry Solutions Ltd., and understand that all goods remain the property of Red Strawberry Solutions Ltd. until payment has been received in full.

Name _____ Signed _____ Date _____

TRADING TERMS AND CONDITIONS OF CONTRACT OF SALE – Red Strawberry Solutions TRADING TERMS AND CONDITIONS OF CONTRACT OF SALE – Red Strawberry Solutions Ltd.

INTERPRETATION AND DEFINITIONS

Within these trading terms and conditions of contract of sale the following words have the following meanings:

“Company” or “Seller” shall at all times be a reference to Red Strawberry Solutions Ltd.

“Purchaser” or “Buyer” shall at all time be a reference to the person, persons or body incorporated or unincorporated who enters into a contract with the company.

"Website" means any of the Company's websites.

"Goods" means the goods to be sold by the Company

"Contract" means the agreement between the Company and the Purchaser for the purchase of the Goods and incorporating these terms and conditions

"Order" means the purchase order giving details relating to the Goods and Contract that the Purchaser has agreed to in writing

PRICES

Prices charged are those ruling at the time of invoicing/despatch, errors and omissions excepted. Prices quoted in the website, catalogue, price lists, order forms etc. were current at the time of publishing and are subject to change with prior notice. All prices are plus VAT at the current rate and delivery charged as agreed else as published at the time of invoicing/despatch.

PRODUCTS

We reserve the right to alter without notice minor details or design of Goods which do not materially change their character or value. We believe we have accurately described the Goods in the Company's catalogues and websites, however, all illustrations contained in the Company's catalogues, brochures, websites, advertisements or price lists are approximate only and are intended to give a general idea of the Goods described therein. These images shall not form part of the Contract and do not necessarily indicate that we have supplied the item to the owners of the logo or design or that company or that that the owner of the logo or design has endorsed the product concerned. No warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss. If there is a particular aspect of the description of the Goods on which you intend to rely, you must advise us of that in writing before we confirm your order.

ARTWORK AND PRINTING

When Goods are to be custom printed, we will send you artwork of your customised Goods requesting your approval via email and this must be checked thoroughly by you. You must notify us of any discrepancy in the artwork or Order as we will not accept any liability of any post-completion

errors or omissions. No production will take place until we have received in writing your "signed off" approval of the artwork and the Order.

The prices shown in our brochures and websites usually include artwork and printing charges. Where prices do not include artwork and/or printing charges this will be clearly stipulated. The advertised prices are subject to change and will be confirmed in the Order.

Where you provide the artwork or design for us to use you warrant that you are entitled to use that artwork or design and either own the copyright or are entitled to use it and will indemnify us against all claims made by third parties. In order to print efficiently from the artwork you supply it may be necessary to adjust or redraw your artwork and you will be advised of the changes made.

Where you have asked us to create artwork or designs for you, we retain the copyright in such artwork and designs unless we agree in writing that you have acquired its ownership. We reserve the right to use your logo or advertisement in our brochures unless otherwise instructed in writing.

ORDER CHANGES AND CANCELLATIONS

We will make every effort, upon receipt of your request in writing, to change or cancel your Order.

Please note that once you approve any artwork, production of your Order may start immediately (regardless of whether you have paid for your Order). If production of your Order has started, there will be additional charges to change or cancel your Order. The charge will be based on work carried out up to the date of notification and the cost of materials no longer usable elsewhere. Any increase in the Order quantity will need to be regarded as a separate contract, potentially with a separate delivery date, unless written notification is received before work has commenced.). If production of your Order has not yet started, no additional charges will be applied.

DELIVERY AND LEAD TIMES

When lead times are given, they will be deemed to commence at the date and time that we receive in writing, an order confirmation from the Purchaser or when artwork is involved, a "signed off" approval of the artwork that we supplied to the Purchaser. Every effort will be made to agree a mutually convenient delivery date and to deliver on time, but any delivery day or lead-time specified is a best estimate made by us in good faith and shall not be binding upon us as a term of the Contract or otherwise. Time of delivery is not of the essence for the purposes of the Contract and no liability is accepted for any loss arising from delay or error in the delivery of the Goods. The Company's delay in delivery of the Goods shall not by itself entitle the Purchaser to terminate or rescind the Contract.

We can in most circumstances arrange special express deliveries of Goods, but this service will usually be subject to additional charges to you. We cannot guarantee that such express deliveries will be delivered on the agreed date and we not accept liability for any loss or damage arising from the delay or error in the delivery of such Goods.

Goods shall be signed for on receipt. Any alleged damage, shortages or discrepancies must be clearly highlighted on the delivery note and then notified via email to sales@redstrawberry.co.uk or phone to Red Strawberry Solutions Ltd. within 24 hours of receipt of the goods.

GUARANTEES AND RETURNS

We offer a '100% Satisfaction Guarantee'. If for any reason you are less than 100% satisfied with a purchase and would like a refund or replacement, please immediately contact us to arrange return. We will then give you an address to return the goods to. Non faulty goods must be returned to the address we give you within 7 days of receipt and we will then arrange to replace or refund the item. We accept return of faulty goods upto 30 days from receipt. Returns for items not required after thirty days may be accepted but at our discretion and less than 100% credit value. The Company reserves the right to charge a 15% handling charge of the invoice price plus any delivery/courier charges incurred.

Any items returned for credit must be in the original box/packaging, undamaged and in good condition otherwise no claims for credit will be considered. No returns can be accepted without prior authorisation.

PLEASE NOTE WE WILL NOT ACCEPT ANY UNUSED NOT REQUIRED BESPOKE ITEMS FOR CREDIT.

DEFECTIVE, FAULTY OR DAMAGED GOODS

The Company shall have no liability for:

- a) any defect arising from any design or specification supplied by the Purchaser
- b) any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods

Notice of any faulty, defective or damaged goods must be made in writing within 30 days of receipt of delivery; otherwise no responsibility can be accepted by Red Strawberry Solutions Ltd. Any claims in respect of defective goods will be the responsibility of the company, and in any event would always be limited to the original contract price, and not for any losses however incurred over and above the original contract price.

RETENTION OF TITLE/OWNERSHIP (applicable where goods/services have been obtained on agreed credit)

- a) The company shall retain title to all goods supplied to and in the possession of the Purchaser its Agent or associated company with regard to all monies owed by the Purchaser to the Company and payment in respect of any particular delivery shall not affect the Company's right of Retention of Title.
- b) In the event that after receipt of Goods from the Company the Purchaser amalgamates or merges such goods with other goods and the Company's goods are identifiable and capable of severance sub clause a) hereof shall have effect.
- c) Without limitation of its rights, the Company may recover the Products or the Goods, rescind the above Assignment and directly collect monies to be paid from third party debtor in case of (1) dishonour of the Purchaser's cheque or note, (2) commencement of bankruptcy or liquidation of a company or reorganisation proceedings in respect of the Purchaser, (3) the Purchaser's contractual

payments owed to the Company being overdue by more than 15 days, (4) failure by the Purchaser to comply with other contractual obligations.

d) After delivery of the goods to the Purchaser and pending payment thereof the Purchaser shall hold the goods as bailee for the Seller and notwithstanding that the property in the goods has been passed to him they shall be at the Purchaser's risk and the Seller shall always be entitled to call for their return or payment thereof, notwithstanding their loss or destruction. In the event of non-payment the Purchaser shall agree at his risk for a representative of the Sellers Company to be allowed right of access at all time to recover the goods sold.

PAYMENT TERMS (applicable where goods/services have been obtained on agreed credit)

Strictly 30 days from supply date.

IMPORTANT NOTICE: ALL SUMS SHALL BE PAID TO THE COMPANY WHEN DUE WITHOUT DEDUCTION AND PAYMENT SHALL NOT BE WITHHELD OR DEFERRED ON ACCOUNT OF ANY CLAIM, COUNTERCLAIM OR SET-OFF.

SETTLEMENT DISCOUNTS (applicable where goods/services have been obtained on agreed credit)

There is no provision for any settlement discount.

OVERDUE ACCOUNTS (applicable where goods/services have been obtained on agreed credit)

Any overdue accounts will automatically be placed on stop and no further orders will be processed until all the outstanding invoices are paid and the account brought up to date.

INTEREST CHARGES (applicable where goods/services have been obtained on agreed credit)

Interest will be charged upon the balance outstanding upon any invoice which remains unpaid after the expiry of a period of 30 days from the date the invoice became due. The interest rate charged will be 8% above the current National Westminster Bank Plc base rate. Interest will be calculated and charged on a daily basis from the date of the invoice to the date payment is received by the Company.

DEBT RECOVERY COSTS/COLLECTION FEES (applicable where goods/services have been obtained on agreed credit)

Any additional costs incurred by the Company in collecting overdue accounts will be added to the outstanding balance due and are payable by the Purchaser. All indemnity costs incurred by the Company shall be recoverable from the purchaser.

FORCE MAJEURE

We will not be responsible for failure and/or delay in the carrying out of our obligations under the Contract arising out of any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any cause and in such circumstances we shall be entitled by written notice to the Purchaser to terminate the Contract in whole or in part without incurring any liability whatsoever to you.

ASSIGNMENT

The Purchaser may not assign, sub-contract or in any way transfer or dispose any of its rights or obligations under the Contract without the prior written consent of the Company.

PRIVACY

We take your data privacy very seriously and do our utmost to comply with GDPR requirements. To read more about this, please see our privacy policy at the following web address:

<https://www.redstrawberry.co.uk/privacy-policy>

T&C's V3a