



ACCOUNT APPLICATION FORM for Credit Account

Company Details

Company Trading Name.....

Address.....

.....

Telephone Number..... Fax Number.....

Email address.....

Purchasing Contact.....

Accounts Contact.....

Company Registration Number.....

VAT Number.....

Is it a public limited company/private limited company/limited liability partnership/partnership or sole trader? (Delete as appropriate)

How long has the company been trading?.....

Name of Directors/Partners.....

.....

Nature of Business.....

Credit limit required?.....

Indicate your likely monthly spend with Vision Enhancers.....

Indicate your approximate annual turnover.....

Delivery Address.....

.....

Statement Address.....

..... cont'd...

Trade References

Please provide 2 trade references who should be independent of your organisation

1.Name.....

Address.....

.....

Telephone Number..... Fax Number.....

Email address.....

2.Name.....

Address.....

.....

Telephone Number..... Fax Number.....

Email address.....

Bank Details

Bankers Name.....

Address.....

.....

Sort Code..... Account Number.....

I confirm that the information given in this document is correct and give permission for credit checks to be made.

I have read and retained a copy of the Vision Enhancers Terms and Conditions of sale, noted the payment terms of 30 days and agree to be bound by these. It is integral to these terms that all Directors / Partners / Members act as Guarantors in relation to all debts owed by their Limited Company / Partnerships to the Seller under these terms and that to confirm their agreement to act as Guarantor each Director / Partner / Member shall sign below and confirm their address for service.

Signed.....**Position**.....

..

Printed Name.....Date.....

cont'd...

Address (if different from above).....

.....

.....

Signed.....**Position**.....

..

Printed Name.....Date.....

Address (if different from above).....

.....

.....

Signed.....**Position**.....

..

Printed Name.....Date.....

Address (if different from above).....

.....

.....

Signed.....**Position**.....

..

Printed Name.....Date.....

Address (if different from above).....

.....

.....

Authorised by.....**Date**.....

Vision Enhancers Ltd.

Vision Enhancers Limited, P.O.Box 548, Stockbridge, SO20 6WJ, Telephone/Fax: 01794 388468
Email: info@visionenhancers.co.uk Website:www.visionenhancers.co.uk

Company Number: 6457691. Incorporated in England and Wales. Registered Office: 25 St Thomas Street,Winchester SO23
9DD. VAT Registration Number: 925 2477 17

TERMS AND CONDITIONS OF SALE

1. General

The following conditions issued by Vision Enhancers Ltd ("the Seller") apply to the contract for the sale of goods between the Seller and the party with whom the contract is made ("the Customer"). These conditions constitute the whole of the agreement and specifically exclude any conditions for purchase of the Customer or any other standards, specifications, conditions or particulars of or adopted by the Customer, unless expressly accepted in writing by the Seller.

2. Prices

Where the goods are sold by reference to the Seller's published price list, the price payable for the goods shall be the ruling price as published in the price list on the date of order of the goods ("the Purchase Price"). The Purchase Price of the goods (unless stated otherwise) is exclusive of value added tax, export duties, import duties, excise duties or any other duties payable in respect of the product. Any such taxes shall be payable by the Customer in addition to the Purchase Price. Unless otherwise stated the Purchase Price excludes packaging, delivery and insurance and this will be added in accordance with the Seller's delivery terms in force at the time of dispatch. The Seller reserves the right to amend the prices of Products as published by the Seller from time to time without prior notice. Customers with regular orders therefore are advised to refer to our published price list when making subsequent orders.

3. Delivery

Any stated delivery date is given as a guide only and the Seller accepts no responsibility for loss or damage resulting from delay. Unless an alternative delivery address is requested at time of order the goods shall be delivered by the Seller to the Customer at the Customer's designated delivery address.

4. Title of Goods

The risk in the goods shall pass to the Customer when the goods have been dispatched although the Seller shall retain title to the goods until such time as payment has been made by the Customer of the Purchase Price and all other associated costs owing under the contract.

At any time prior to full payment the Seller may demand repossession of the goods or any part thereof.

The Customer's right to use the goods or to resell prior to full repayment may be terminated on written notice given by the Seller to the Customer or without such notice if the Customer enters into a form of insolvency (which for the avoidance of doubt includes a Company Voluntary Arrangement). In circumstances where the Customer has entered into a form of insolvency the Seller shall be entitled to recover the product(s) and be indemnified by the Customer the cost of doing so and any additional cost arising from termination of the contract in this manner. If the Customer's right to use the goods or to resell prior to full payment is terminated for any reason not connected with the Customer's insolvency e.g. for example a product recall by the manufacturer, the Seller reserves the right to withhold full reimbursement of the Purchase Price and any other associated costs owing under the contract depending on the nature of the rescission.

5. Damage in transit

The risk in the goods shall pass to the Customer as per clause 4 and consequently any loss or damage arising during transit of the goods shall not be the responsibility of the Seller. Any claims by the Customer in relation to products damaged upon delivery, shortage or non-delivery must be made in writing to the Seller. Any damaged goods or shortage of delivery should be reported to the Seller immediately upon delivery and at the very least in writing within 3 days of delivery. Claims for non-delivery should be made in writing within 10 days of notification of dispatch.

6. Goods warranty, limit of responsibility

In relation to goods not of its manufacture the Seller is only able to impart upon the Customer the benefit of any express guarantee or warranty given to the Seller by the manufacturer or supplier of such goods and as such the Seller will not be responsible for any subsequent claims the Customer ought ordinarily have against the manufacturer or supplier of the goods for loss or damage arising from any defective product. The Seller may, at its discretion, replace or repair any defective product(s) or offer a refund.

7. Payment terms

The Customer shall pay for the product(s) within 30 days of the invoice date in the currency and manner specified thereon. In the case of delivery outside the UK payment should be made by Bank Transfer and the product(s) will be shipped once payment has been received.

If payment is not made in full and in cleared funds upon the due date the Seller reserves the right to apply interest on a compound basis from the due date at the rate of 2% above the Lloyds TSB Bank base rate as published at the time of non-payment.

Failure to pay for any product(s) or for any delivery shall entitle the Seller to consider the contract terminated or to suspend further deliveries or to require payment in advance on future orders.

8. Force Majeure

The Seller shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of goods by the Customer being prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control or that could not be reasonably foreseen.

9. Lien

The Seller shall be entitled to a general lien on all goods and property owned by the Customer in the Seller's possession.

10. Guarantors

It is integral to these terms that all Directors / Partners / Members act as Guarantors in relation to all debts owed by their Limited Company / Partnerships to the Seller under these terms and that to confirm their agreement to act as Guarantor each Director / Partner / Member shall sign and return a copy of these terms to the Seller and in doing so state their address for service. In instances where Directors / Partners / Members are unwilling to act as Guarantor for the debts of their Limited Company / Partnership the Seller reserves the right to withdraw any credit arrangement with the Customer and request payment in advance of dispatch. It is also a condition of these terms that no Guarantor may unilaterally surrender their obligation to the Seller and in the event a Director / Partner / Member retires or leaves the employ of a Customer, the Customer must immediately inform the Seller.

11. Action for Non-payment

In the event of legal action having to be taken by the Seller for non-payment by the Customer, the Customer will reimburse the Seller for the legal costs of taking this action.

12. Errors

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

13. Jurisdiction

These conditions are governed by English Law. Any disputes arising out of these conditions shall be submitted to the jurisdiction of the English Courts.