



The Color Company

The Color Company
Finance Department
27a Poland Street
London
W1F 8QW

ACCOUNT APPLICATION FORM

The Color Company is pleased to extend credit facilities where possible, subject to status. The following information is required before a charge account can be agreed. The completed application is for assessment only and is strictly confidential to The Color Company who reserve the right to accept or decline a credit account application at their discretion. Please note that the Account Application Form must be submitted from a company email address or supported by a company letterhead.

Limited Company [] Sole trader [] Partnership [] Other _____

Company / Trading Name: _____

Order Contact Name: _____ Email: _____

Order Contact Tel No: _____ Fax: _____

Accounts Payable Contact Name: _____ Email: _____

Accounts Payable Tel No: _____ Fax: _____

Company Registration Number (if applicable): _____

Trading Address: _____

_____ Postcode: _____

Invoice Address (if different from above): _____

_____ Postcode: _____

Purchasing information

Are Purchase Order Numbers a mandatory requirement for your company? Yes / No

Declaration

I/We understand that the account payment terms are settlement of invoices 30 days nett, or by other terms always providing that these have been previously agreed in writing by The Color Company.

I/We understand that in the event of breach of the Terms and Conditions attached any balance outstanding will become immediately due and payable and that credit facilities may be suspended at the absolute discretion of the The Color Company.

I/We understand that this application does not constitute an agreement of a facility with The Color Company and confirmation of this will be separately advised.

Signed for and behalf of: _____

Signature: _____

Name: _____ Position: _____

Date: _____

For office use only

Branch: _____

The Color Company is a registered trademark of
The Color Company (TM) Limited

Registered Office: 27a Poland Street, London W1F 8QW
Incorporated in England & Wales

VAT Registered No. GB 849 7664 60
Registered No. 05266481



The Color Company

Terms & Conditions of Trade

Application and Representation

"The Color Company" is a trading style and Registered Trade Mark of The Color Company (TM) Limited.

All quotations and price lists are issued and all orders and contracts for work are accepted by The Color Company subject to these Terms and Conditions, which may only be varied, in writing, by a duly authorised representative of The Color Company.

Acceptance of these Terms and Conditions shall be implied by a customer's acceptance of a quotation for services, by delivery of work to a branch of The Color Company or by a Customer commissioning work or services to be performed by The Color Company whether verbally or in writing.

Important:

Consumer Rights

These Terms and Conditions do not affect the statutory rights of a Consumer Customer. No provision which would be void by virtue of Sections 6 or 20 of the Unfair Contracts Terms Act 1977 (as amended) or by virtue of the Unfair Contracts Regulations 1994 shall apply to any contract with a Consumer Customer.

1. Limit of Liability

Under no circumstances shall a claim for compensation exceed the aggregate value of the processes performed by The Color Company and/or the goods supplied. Where goods only have been supplied justified complaint shall be compensated (at The Color Company's discretion) by credit of an equal value or by replacement of the goods in question, regardless of any process performed on those goods after they left our possession.

2. Delivery Payment and Risk

a) Delivery of the goods and/or provision of the services shall take place at the branch of The Color Company at which the order was placed or at such other place as may be agreed in writing. The Customer shall take delivery within 7 days of notification of availability having been given.

b) Any dates specified by The Color Company for delivery of goods and/or services are approximate only and shall not be made "of the essence" unless specifically agreed by The Color Company, in writing.

c) Subject to other provisions of these Conditions The Color Company shall have no liability to the Customer for any loss (including loss of profit) costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods and/or the provision of services (except in the case of Consumer Customers, if caused by The Color Company's negligence or breach of contract).

d) In the case of Business Customers, any delay or failure in delivery or performance will not entitle the Business Customer to cancel the order unless and until the Business Customer has given to The Color Company 7 days written notice requiring delivery or performance within a reasonable period and The Color Company has not delivered or performed within that period. If the Business Customer cancels the order in accordance with this Condition then [please see Condition 2(e)(i) & (ii)]

e) In the case of Consumer Customers, any delay or failure in delivery or performance will not entitle the Consumer Customer to cancel the order unless and until the Consumer Customer has given to The Color Company reasonable written notice requiring delivery or performance within a reasonable period and The Color Company has not delivered or performed within that period. If the Consumer Customer cancels the order in accordance with this Condition then [please see Condition 2(e)(i) & (ii)]

(i) The Color Company will refund any sums which the Customer has paid in respect of the order which has been cancelled.

(ii) The Customer will be under no liability to make further payments in respect of the cancelled order.

f) Payment for goods and/or services shall be due to The Color Company (by a non-Account Customer) immediately upon delivery of the completed order. At its absolute discretion The Color Company may require the payment of a deposit, not exceeding 50% of the estimated cost of the order, before commencing the work.

3. Sub-Contracting

The Color Company may engage sub-contractors to perform work or any part thereof on behalf of The Color Company. The Color Company enter into the contract for themselves, their servants and agents, and on behalf of their sub-contractors, agents and servants all of whom shall have the benefit of the contract and these Terms & Conditions.

4. Credit Accounts

On completion of an application form, The Color Company may open credit accounts for customers, subject to the conditions recited herein. The Color Company shall not be obliged to reveal its reasons for its refusal to respond favourably to any such application or for the level of credit permitted on the account. Unless otherwise agreed in writing, an invoice charged to a credit account shall be paid within 30 days of the end of the month in which the invoice is rendered. At The Color Company's discretion, interest may be charged on overdue amounts.

5. Copyright

a) The Customer warrants that any design or other material furnished by it or any design created by The Color Company pursuant to the Customer's instructions is and/or will not be defamatory or obscene or be such as to cause The Color Company to infringe any intellectual property rights of any third party or to infringe any legislation in force in the United Kingdom in the performance of the order.

b) The Customer shall promptly notify The Color Company in the event of any claim made or action brought against a Customer arising out of a breach of the Customer's warranty in (a) above and fully indemnify The Color Company in respect of all costs or damages arising in connection therewith.

c) Copyright in any original design created by The Color Company on the Customer's instructions shall vest in The Color Company until the charges in respect thereof have been paid in full whereupon The Color Company will assign such copyright to the Customer.

6. Force Majeure

The Color Company will make every effort to complete customer's instructions and the order but shall be under no liability if unable to carry out all or any part of the order for any reason beyond The Color Company's reasonable control including (without limitation) the inability to secure labour, materials or supplies, breakdown of machinery or as a result of an Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government, failure of power supply, industrial disputes of any kind (whether or not involving The Color Company's employees) fire, lightning, explosion, flood, subsidence, inclement weather or any other cause beyond The Color Company's reasonable control.

7. Lien

The Color Company shall have a lien over any materials delivered to it by the Customer against payment of any monies due to it by the Customer and shall be entitled (if any sum is not paid by the due date) to dispose of such of the Customer's property as The Color Company shall, at its absolute discretion, determine, provided that reasonable notice of such decision has been given to the Customer.

8. Computer Access

If the specified service includes use of The Color Company's computer equipment workstation then the Customer agrees to use such equipment only in accordance with the Computer and Internet Policy.

9. Construction

Each provision of this contract is to be construed as a separate term applying and surviving if for any reason one or the other of the said provisions is held inapplicable or unreasonable in any circumstances.

10. Headings

Headings used in these Terms and Conditions are for convenience only and shall not affect the construction thereof.

11. Governing Law

The formation, existence, construction, performance, validity and all aspects of the order or any term of the contract shall be governed by English Law. The English Courts shall have non-exclusive jurisdiction over any aspect of this Contract.