



## APPLICATION FOR OPEN CREDIT FACILITY

COMPANY NAME \_\_\_\_\_

COMPANY REGISTRATION NUMBER \_\_\_\_\_

If Sole Trader/Partnership, please provide name(s) of owner/partners

\_\_\_\_\_

ADDRESS FOR INVOICES \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

CREDIT LIMIT REQUIRED (TO COVER MAX AMOUNT OUTSTANDING) £ \_\_\_\_\_

### TRADE REFERENCES

1. COMPANY NAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

2. COMPANY NAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

**Millennium Business Systems Ltd**  
81-83 Broadway  
Bracknell  
Berkshire  
RG12 1BB

**Telephone** 01344 409 333

**Facsimile** 01344 409 444

**Email** Sales@millennium-systems.co.uk

**Web:** www.millennium-systems.co.uk



**BANK DETAILS**

**BANK NAME** \_\_\_\_\_

**SORT CODE** \_\_\_\_\_ **ACCOUNT NUMBER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**We agree to your terms and conditions of trade (terms and conditions available upon request).**

**SIGNED** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**POSITION** \_\_\_\_\_

**DATE** \_\_\_\_\_

**NB: This application must be signed by an authorised cheque signatory**

**PLEASE ATTACH A COPY OF YOUR COMPANY LETTERHEAD WITH THIS FORM**

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## TERMS AND CONDITIONS

- 1 The company Millennium Business Systems Ltd. (here in after referred to as "the seller") submit all quotations and price lists and accept all orders subject to the following Conditions of Contract which shall apply to all contracts for goods supplied or work done by the seller its servants, agents or subcontractors to the exclusion of all other representations conditions and warranties statutory or otherwise expressed or implied.
- 2 Each order received and accepted by the seller will be deemed to form a separate contract to which these conditions of sale shall apply and any waiver or any non-enforcement or variation of any terms or part thereof on the part of the seller shall non bind or prejudice the seller in relation to the application of these conditions to any other order, installment or delivery whatsoever arising.
- 3 The seller reserves the right to increase, unless otherwise agreed at the time of purchase without notice quoted prices after the date of the sellers acceptance of an order to cover:
  - (i) Increases by suppliers to the seller
  - (ii) Extra cost incurred as a result of the cancellation, alteration or re-scheduling of orders due to the purchaser's instructions or lack of instructions
  - (iii) Currency fluctuations which increases the cost to the seller of materials or goods imported into the United Kingdom. All prices quoted exclude VAT and all other taxes.
- 4 The terms of payment are thirty days net of date of invoice.
- 5 Ownership of the goods shall remain with the seller until such time as the purchaser has paid in full all that it owes to the seller including the full cost outstanding of any other goods the subject of any other contract, delivery or installment. Until that time the purchaser shall keep the goods to a third party within the normal carrying on of its business on the condition that it shall account to the seller for the proceeds of such sales or hold that same on trust for the seller and, if the seller so requires, that it shall hand over to the seller any claims emanating from the sub-sale that it has against its buyer. The purchasers right to keep the goods shall cease if it commits any available act of bankruptcy or does anything or fails to do anything which would entitle a receiver to take possession or which would entitle any person to present a petition for winding up. The purchaser agrees that the seller may for the purpose of recovery of its goods enter the purchasers premises and repossess them. The purchaser shall also be entitled to incorporate the goods into any other product in the normal course of on condition that ownership in the new product shall vest in the seller.
- 6 All delivery dates are quoted in goods faith but the time shall not be deemed to be of the essence. The seller shall not be liable for any damage (whether direct or consequential) whatsoever arising from the late delivery of goods or materials and the purchaser shall not be entitled to treat the contract as repudiated by reasons of any such late delivery.
- 7 Delivery shall be deemed to take place when the goods arrive at the purchasers works and all risk in the goods shall pass to the purchaser upon delivery.
- 8 No liability will be accepted by the seller in respect of damage to or shortage of goods unless a separate notice in writing is given to the carriers concerned and the seller, giving full details within seven days of date of invoice or delivery if earlier. The seller shall have no liability in respect of damage or shortages caused by the acts or omissions of the purchaser or others or by causes beyond the sellers control.

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- 9 The sellers liability in respect of goods supplied shall be only to the purchaser and shall be strictly limited to free replacement of goods as notified as above and returned carriage paid to the sellers works provided always that the purchaser shall not be entitled to receive from the seller, any greater benefit under the provisions of this clause than shall be recovered by the seller under any guarantee of warranty given to the seller by the manufacturers or suppliers of the goods.
- 10 The seller will not accept the return of goods without prior agreement in writing except in the case of goods covered by clause 9 above.
- 11 In the event of an order being cancelled by the purchaser, the purchaser shall be liable to indemnify the seller against all losses (including loss of profit) costs and other expenses and damages (whether direct or consequential) occasioned by such cancellation.
- 12 This contract shall be governed by English law any disputes arising out of any contract made between the seller and the purchaser shall be heard and determined by an English Court of competent jurisdiction or, at the option of the seller, shall be submitted to arbitration in London in accordance with subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.
- 13 Customers placing orders on Millennium Business Systems Ltd. must accept delivery of the total order within one year of the date of the order unless otherwise agreed in writing.
- 14 Overdue Accounts - The seller reserves the right to charge interest for the term in which the debt is overdue at the Lloyds bank base rate plus two per cent.
- 15 Any design or express or implied instructions directly communicated by the purchaser to the seller shall not be such as to cause or require the seller to infringe any letter patent, copyright design or trade mark in the performance of this contract.
- 16 The purchaser will indemnify and keep indemnified the seller, its directors, officers, servants, agents and sub-contractors against all claims demands and costs whatsoever arising in respect of any infringement or alleged infringement of letters patent, copyright, registered trademark and arising directly from the use nor compliance with any design or express or implied instructions communicated by the purchaser to the seller for the purpose of and in connection with this contract.
- 17 The seller reserves the right to cease or suspend the supply of goods to the purchaser in its absolute discretion when:
- (i) The purchasers account is overdue
  - (ii) and furthermore when, in the sellers absolute discretion, the seller has doubts, whatsoever arising, about the continued credit worthiness of the purchaser.
- 18 The purchaser will not sell or ship any of the goods directly to any person or destination where such sales or shipment would be prohibited by the laws or regulations of the United Kingdom or the United States of America and, at its own expense such licenses and import and export documents as are necessary to buy or sell the goods.
- 19 **Import Duty**  
All goods are supplied import duty paid. Evidence of Duty payment cannot be supplied unless agreed in writing by the seller before order placement.

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**Returns**

Returns accepted by Prior Authority only subject to a 15% re-stocking charge. The seller reserves the right to refuse to accept returns if the item is incomplete or returned without its original packaging. If items are returned in this condition they will be sent to the purchaser and invoices for the items will still be payable.

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