

**MEDIA INNOVATIONS GROUP LTD**  
APPLICATION FOR CREDIT

In order that Media Innovations Group Ltd can extend credit terms, please complete this form and return it to us by fax on **+44 (0) 1489 776 400** or email to **sharonw@migeurope.com**

**GENERAL INFORMATION**

- a) Name of Media Innovations Group sales contact \_\_\_\_\_
- b) Full company name and Trading Style \_\_\_\_\_  
If subsidiary / part of group of companies please state \_\_\_\_\_
- c) Nature of business \_\_\_\_\_
- d) Trading Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Postal / ZIP / Area Code \_\_\_\_\_  
Country \_\_\_\_\_
- e) Telephone Number (including international dialling code) \_\_\_\_\_
- f) Fax Number (including international dialling code) \_\_\_\_\_
- g) Website Address \_\_\_\_\_

**ACCOUNTS / FINANCE DETAILS**

- h) Registered Office address – if different from Trading Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Postal / ZIP / Area Code \_\_\_\_\_  
Country \_\_\_\_\_
- i) Accounts Department address – if different from Trading Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Postal / ZIP / Area Code \_\_\_\_\_  
Country \_\_\_\_\_
- j) Person responsible for Accounts Payable \_\_\_\_\_
- Telephone Number (including international dialling code) \_\_\_\_\_
- Fax Number (including international dialling code) \_\_\_\_\_
- Email Address \_\_\_\_\_

- k) Company Registration Number \_\_\_\_\_
- l) Company VAT Number \_\_\_\_\_
- m) Trading Currencies required \_\_\_\_\_
- n) Credit limit required \_\_\_\_\_

**REFERENCES**

- o) Name of Bank \_\_\_\_\_  
Address of Bank \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Postal / ZIP / Area Code \_\_\_\_\_  
Country \_\_\_\_\_

- p) Bank Account Number \_\_\_\_\_  
Bank Sort Code \_\_\_\_\_

Please supply TWO trade references

- q) Trade Reference ONE \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Postal / ZIP / Area Code \_\_\_\_\_  
Country \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Telephone Number \_\_\_\_\_  
Contact Email \_\_\_\_\_

- r) Trade Reference TWO \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Postal / ZIP / Area Code \_\_\_\_\_  
Country \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Telephone Number \_\_\_\_\_  
Contact Email \_\_\_\_\_



# TERMS AND CONDITIONS FOR THE SALE OF GOODS

## 1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

<b>Word</b>	<b>Meaning</b>
the "Buyer"	the person(s), firm or company who purchases the Goods from the Company;
the "Company"	Media Innovations Group Limited of Penarth House, Otterbourne Hill Otterbourne, Winchester, Hampshire, S021 2EZ (Company Registration Number: 4941612);
"Contract"	any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions;
"Delivery Point"	the place where delivery of the Goods is to take place under Condition 7;
"Goods"	any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them);
"Price"	the price of the Goods payable by the Buyer to the Company;

1.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 References to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 Headings will not affect the construction of these Conditions.

## 2. APPLICATION OF TERMS

2.1 Subject to any variation under Condition 2.2 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). The Company reserves the right to refuse to trade with any Buyer who does not accept the Company's terms and conditions.

2.2 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company.

## 3. ORDERS

3.1 Each order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions and shall be accepted entirely at the discretion of the Company.

3.2 Orders placed by telephone will be accepted by the Company only if an order number is quoted by the Buyer and shall be confirmed in writing by the Buyer. Such confirmation must be clearly marked by the Buyer as confirmation of a telephone order.

3.3 No order placed by the Buyer whether by telephone or otherwise shall be accepted by the Company until the Company delivers the Goods to the Buyer. The Company will not accept liability or responsibility for any duplication of delivery of an order placed by telephone where the Buyer fails to clearly mark the written confirmation as confirmation of a telephone order.

3.4 Each order which is so accepted shall constitute an individual legally binding contract between the Company and the Buyer.

3.5 Any quotation supplied by the Company is given on the basis that it is valid for a period of 10 days only from its date, provided that the Company has not previously withdrawn it. Any quotation does not represent an obligation on the Company to supply until the Buyer's order is accepted by the Company.

## 4. SPECIFICATION

4.1 The specification of the Goods shall be in accordance with (a) the manufacturer's current catalogue or brochure as published from time to time and (b) any further specifications or descriptions (if any) expressly listed or set-out on the face of the Contract.

4.2 No other specification descriptive material written or oral representation correspondence or statement promotional or sales literature shall form part of or be incorporated by reference into the Contract.

4.3 The Company does not accept any responsibility for damage, injury, loss or expense resulting from variations in manufacturers' data or specification or from curtailment or cessation of supply following such variations. The Company will use its reasonable endeavors to advise the Buyer of any such variations as soon as notification is received by the Company from manufacturers.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 Where products advertised in any of the Company's publications or on its website are subject to any patent, trademark, registered or unregistered design or copyright ('Intellectual Property Rights') of third parties, the Buyer acknowledges that all such rights are the property of their respective owners.

5.2 Any design or instruction furnished or given by the Buyer shall not be such as will cause the Company to infringe the intellectual property rights of third parties.

## 6. PROPRIETARY RIGHTS IN SOFTWARE PRODUCTS

6.1 The Buyer acknowledges that all Intellectual Property Rights in any software supplied by the Company shall at all times and for all purposes remain vested in the software owners.

## 7. DELIVERY

7.1 Unless stated in the Contract, the Price excludes delivery to the address specified in the Contract. The Company reserves the right to make an additional charge to cover any transport costs incurred in delivering the Goods to the address specified in the Contract.

7.2 Any time or date for delivery given by the Company is given in good faith, but is an estimate only. Time for delivery shall not be made of the essence by notice. If no time or date is given, delivery will be within a reasonable time.

7.3 Risk in the Goods shall pass to the Buyer upon delivery.

7.4 If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses or authorisations:

- 7.4.1 risk in the Goods will pass to the Buyer (including risk for loss or damage caused by the Company's negligence);
- 7.4.2 the Goods will be deemed to have been delivered; and
- 7.4.3 the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).
- 7.5 The Buyer shall provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for unloading the Goods.
- 7.6 The Company reserves the right to make delivery of the Goods by installments. Where the Goods are delivered by installments, these Conditions shall apply to each delivery by installments as if each installment were the subject of a new Contract.
- 8. NON-DELIVERY, DAMAGE IN TRANSIT AND RETURNS**
- 8.1 The quantity of any consignment of Goods as recorded by the Company upon dispatch from the Company shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 8.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note to the Buyer at the pro rata Contract rate against any invoice raised for such Goods.
- 8.3 The Company will replace free of charge any Goods proved to the Company's satisfaction to have been damaged in transit provided that within 3 days after delivery both the Company and the carriers have received from the Buyer notification in writing of the occurrence of the damage and also, if and so far as practicable, of its nature and extent.
- 8.4 Return of the Goods by the Buyer can only be made in accordance with the Company's prevailing returns policy which is available from the Company on request.
- 9. RISK/TITLE**
- 9.1 The Company warrants to the Buyer that (except in relation to intellectual property rights of third parties) it has good title to the Goods.
- 9.2 Unless otherwise stated in the Contract payment of the Price shall become due 30 days after the date of the Company's invoice.
- 9.3 Title to the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and of all other goods agreed to be sold by the Company to the Buyer for which payment is then due.
- 9.4 Until such time as title in the Goods passes to the Buyer the Buyer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as the Company's property.
- 9.5 The Buyer may resell the Goods before title has passed to it in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and in the case of tangible proceeds properly stored protected and insured.
- 9.6 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 9.7 The Buyer shall not be entitled to pledge or in any way charge by way of security for an indebtedness any of the Goods which remain the property of the Company but if the Buyer does so all moneys owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 10. PRICE AND PAYMENT**
- 10.1.1 Unless otherwise agreed by the Company in writing the Price shall be the price set out in the Company's price list published on the date of delivery or deemed delivery. All prices quoted in the Company's price list, are payable in Great Britain £ sterling unless otherwise agreed.
- 10.1.2 The Price is payable thirty (30) days following the date of the invoice unless otherwise agreed.
- 10.1.3 The Company reserves the right, without prior notice to the Buyer, to vary any advertised prices on the Company's web site, price lists or literature.
- 10.2 The Price shall be exclusive of any value added tax which will be applied at the rate in force at the time that the invoice is prepared for the Buyer by the Company.
- 10.3 The Company reserves the right to cancel or suspend any further deliveries or suspend any service due to the Buyer under the Contract or under any other contract between the Buyer and the Company, or the Company may require the Buyer to provide such financial security as the Company may deem necessary before making any further supply of Goods.
- 10.4 Time for payment shall be of the essence.
- 10.5 No payment under these Conditions shall be deemed to have been received until the Company has received cleared funds.
- 10.6 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 10.7 The Buyer shall make all payments due under the Contract without any deduction whatsoever whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 10.8 If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 2 % above the base lending rate from time to time of Nat West, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.9 The Buyer will pay any additional fees incurred by the Company in relation to the collection of any outstanding amounts due and payable by the Buyer to the Company.

**11. GUARANTEE**

- 11.1 In respect of all goods manufactured and supplied to the Company by third parties the Company will pass on to the Buyer (in so far as possible) the benefit of any warranty given to the Company by such third parties and will (on request) supply to the Buyer details of the terms and conditions of such warranties and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such third parties and the Buyer shall be solely responsible to the entire exclusion of the Company for complying with all of these.
- 11.2 The Company's liability under this condition shall be to the exclusion of all other liability to the Buyer whether contractual tortious or otherwise for defects in the Goods or for any loss or damage to or caused by the Goods and (subject to sub-clauses 11.3 and 11.4) all other conditions warranties stipulations or other statements whatsoever concerning the Goods whether express or implied by statute or common law or otherwise howsoever are hereby excluded; in particular (but without limitation of the foregoing) the Company gives no warranties regarding the fitness for purpose, performance, use, nature or quality of the Goods, whether express or implied by statute, at common law or otherwise howsoever.
- 11.3 If and to the extent that s. 6 and/or s. 7(3a) of the Unfair Contract Terms Act 1977 applies to the Contract no provision of these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Company for breach of the express warranties contained in condition 9 or for breach of the applicable warranties as to title and quiet possession implied into the terms and conditions of the Contract by s.12(3) of the Sale of Goods Act 1979 or s. 2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Contract.
- 11.4 Where the Buyer is a natural person nothing in these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Company for death or personal injury caused by reason of the negligence of the Company or of its servants employees or agents.
- 11.5 Subject to sub-clauses 11.4 and 11.5 and notwithstanding anything contained in these Conditions or the Contract the Company's liability to the Buyer in respect of the Contract in contract, tort (including negligence or breach of statutory duty) or howsoever or otherwise arising shall be limited to the Price or five million pounds (£5,000,000.00) whichever is the greater.
- 11.6 The Company shall not be held liable for any loss, damage or destruction of any data or image placed by the Buyer on memory products which are supplied to the Buyer by the Company under the terms of the Contract.

**12. FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

**13. GENERAL**

- 13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 13.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 13.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

**END**