

# CREDIT ACCOUNT APPLICATION FORM

**COMPANY NAME IN FULL**

*(please also enclosed a sample of your Company Letterhead)*

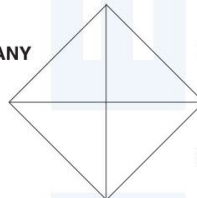
**PLEASE INDICATE**

LIMITED COMPANY

PLC

PARTNERSHIP

SOLE TRADER



COMPANY REGISTRATION NUMBER

COMPANY VAT NUMBER

COMPANY EORI NUMBER

NAME OF HOLDING *(if part of a group)*

TYPE OF BUSINESS

NUMBER OF YEARS IN BUSINESS

**IF NOT INCORPORATED, THE NAME AND HOME ADDRESS OF OWNERS/PARTNERS**

*(see also additional sheet)*

NAME

NAME

ADDRESS

ADDRESS

**REGISTERED ADDRESS**

POST CODE

TEL. NUMBER

FAX NUMBER

**INVOICE ADDRESS**

*(if different)*

POST CODE

TEL. NUMBER

FAX NUMBER



Imagine the possibilities

**BUYER CONTACT**

	TEL. NUMBER	FAX NUMBER
E-MAIL		

**ACCOUNTS CONTACT**

	TEL. NUMBER	FAX NUMBER
E-MAIL		

**NAME AND ADDRESS OF BANK**

ACCOUNT NO	SORT CODE

**TRADE REFERENCE (1)**

NAME
ADDRESS
TEL. NUMBER
FAX NUMBER

**TRADE REFERENCE (2)**

NAME
ADDRESS
TEL. NUMBER
FAX NUMBER

**APPROXIMATE MONTHLY CREDIT REQUIREMENT**

(in GBP)

I/We apply to open a Credit Account with UK Planet Tools Ltd., and declare that I/We accept the Terms and Conditions of Sale as attached. I/We adhere to the Standard Payment terms of 30 days from invoice date.

NAME	SIGNATURE	DATE

Thank you for your interest in UK Planet Tools. To help us open your account quickly, please ensure that this form has been completed in full and has been signed by an authorised Director/Partner of the Company. Return this form to UK Planet Tools accounts department at the following e-mail address: [accounts@ukplanettools.co.uk](mailto:accounts@ukplanettools.co.uk)



## NON-REGISTERED BUSINESS - ADDITIONAL INFORMATION

### TIME AT BUSINESS ADDRESS

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 YEARS

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 MONTHS

ARE THE BUSINESS PREMISES OWNED BY PROPRIETOR(S)?

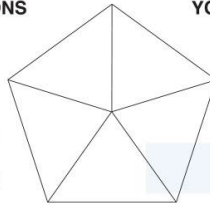
## SPECIAL DELIVERY INSTRUCTIONS

To ensure we have the correct details for your company regarding deliveries, please tick the relevant box/ boxes

NO SPECIAL INSTRUCTIONS

YOU REQUIRE A TAIL LIFT VEHICLE

YOU DO NOT ACCEPT DELIVERIES ON CERTAIN DAYS OR BETWEEN CERTAIN TIMES OF THE DAY (if so, please give details below)



DELIVERIES ARE TO BE BOOKED IN (if so, please give details below)

OTHERS (e.g. additional delivery addresses, please give details below)

Where did you first hear about UK Planet Tools?

Thank you for your time afforded in completing this form.



Imagine the possibilities

**TO WHOM THIS MAY CONCERN,**  
UK Planet Tools Limited is committed to protecting the privacy and security of your personal information that you have provided to us. This privacy notice informs you why we are asking for the information in this form and how we will use it, and any other personal information you provide to us throughout our working relationship in accordance with the General Data Protection Regulation ("GDPR"), the Data Protection Act 2018 ("DPA"), and our Terms and Conditions of business. UK Planet Tools Limited is a 'data controller'. This means that we are responsible for determining how we hold, process and protect personal data. We are required under General Data Protection Regulation legislation to notify you of the information contained within this privacy notice.

**DATA PROTECTION PRINCIPLES.** We will comply with General Data Protection Regulation law. This of which states that the personal information we hold about you must be:

- Used lawfully, fairly and in a transparent way;
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes;
- Relevant to the purposes we have told you about and limited only to those purposes;
- Accurate and kept up to date;
- Kept only as long as necessary for the purposes we have told you about;
- Kept securely.

**HOW WE WILL USE INFORMATION THAT YOU PROVIDE US WITH.** Where any of the information you provide in this form, or otherwise, constitutes "personal data", we will only use that information to conduct business with you and for related purposes, which include:

- Communicating with you;

- Making a decision about whether to extend credit to you;
- Performing any contracts, we have with you;
- Issuing invoices to you;
- Updating and enhancing client records;
- Analysis to enable us to manage our statutory returns. The legal basis we rely on for processing any personal information in this way is one or more of the following:
- Where we need to perform the contract we have entered into which you or to take steps to enter into a contract with you.
- Where we need to comply with a legal obligation.

• Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests. We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated or new purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we will, if necessary, process your personal information without your knowledge or consent. This is in compliance with the above rules, where this is required or permitted by law.

**SHARING YOUR INFORMATION.** We will not ordinarily share your information with anyone else, however, there may be certain circumstances where we will be required to share your information with organisations as part of our business relationship and to ensure all needs are met. We will comply with the Data Protection Act when sharing any of your information. Where it is required or necessary, we may share information with:

- Suppliers and distributors;
- Delivery Companies;
- Repair Agents;
- Payment Facility providers;
- Website Development Software providers;
- Auditors;
- Insurers;
- Legal Advisors;
- Financial Organisations;
- Third Party Credit Reference Companies (with your consent);
- Courts and Tribunals;
- Press and the Media.

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- Auditors;
- Insurers;
- Legal Advisors;
- Financial Organisations;
- Third Party Credit Reference Companies (with your consent);
- Courts and Tribunals;
- Press and the Media.

**HOW LONG DO WE KEEP INFORMATION ABOUT YOU?** We will keep any personal information you provide in this form or otherwise during our business relationship. We will also retain your personal information after the conclusion of any contracts between us for as long as is necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes, maintain security or to prevent fraud. A copy of our Privacy Policy, which sets out the retention periods for personal data held by us is available upon request.

**HOW CAN YOU ACCESS AND CONTROL YOUR PERSONAL DATA?** You can find out if we hold any personal information about you by making a 'subject access request' under the Data Protection Act. If we do hold information about you, we will:

- Provide you with a description of the data;
  - Inform you of the purposes in which we are holding it;
  - Advise who it has been disclosed to (if anyone); and
  - Permit you have a copy of it in an intelligible form.
- You may also have the right for your personal information to be transmitted electronically to another organisation in certain circumstances. You can request access to the information we hold about you at any time by contacting us (see contact

details at the head of this page). Please mark the request for the attention of Bohdan Hrytsayenko. **YOUR RIGHTS.** If you believe that any of the personal information we hold about you is incorrect, you have the right to ask us to rectify that information at any time.

You also have the right, in certain circumstances, to request that we remove your personal information, to block any further use of your personal information, or to object to the use of your personal information. There are some specific circumstances in which these rights do not apply, and we can refuse to deal with your request. If we are processing your personal information based upon your consent (e.g. as part of our marketing or promotional activities or to make a voluntary referral to an external supplier), you have the right to withdraw your consent at any time by contacting us. If you require any further information about your rights to rectification, erasure, restriction of or object to processing, or you do wish to withdraw your consent, please contact us.

You can withdraw your consent by sending us an e-mail at [sales@ukplanettools.co.uk](mailto:sales@ukplanettools.co.uk) or writing to us at: **UK Planet Tools**, Unit 9 Holdom Avenue, Saxon Business Industrial Park, Bletchley, Milton Keynes, MK1 1QU.

**COMPLAINTS.** We take any complaints we receive about the collection and use of personal information very seriously. We would encourage you to bring it to our attention if you think that our collection or use of information is unfair, misleading or inappropriate, or if you have the right to make a complaint to the Information Commissioner's Office. You can contact the ICO at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

These terms and conditions govern the sale of all products and services ("products") by UK Planet Tools Limited whose registered office is The Mill, Pury Hill Business Park, Alderton Road, Towcester, Northants, NN12 7LS, United Kingdom. ("Seller") and apply notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other document or communication ("purchase order") from buyer. These terms and conditions may only be waived or modified in a written agreement signed by an authorised representative of seller. Neither seller's acknowledgment of a purchase order nor seller's failure to object to conflicting, contrary or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof.

**1. ORDERS.** All orders received are subject to acceptance by Seller. Orders for standard products, if cancelled by Buyer may be subject to a cancellation fee or restocking charge at the sole discretion of the Seller. Orders for special or custom products shall be non-cancellable.

**2. PRICES.** Prices shall be as specified by Seller and shall be applicable for the period specified in Seller's quote. If no period is specified, prices shall be applicable for thirty (30) days. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Seller's costs or other circumstances beyond Seller's reasonable control unless a fixed contract price is tendered or agreed in writing by Seller prior to acceptance of order. Prices are inclusive of import duties, insurance and shipping charges unless specified otherwise in the quotation. All quoted prices exclude VAT. Purchase orders accepted in a currency other than GB pounds sterling will be invoiced in the currency of the order and payment must be remitted in same and not converted into GB pounds sterling unless agreed otherwise in writing by Seller.

**3. TERMS OF PAYMENT.** Payment shall be net thirty (30) days from date of invoice or as otherwise specified by Seller. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank cheque and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Seller may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped and all Non-Standard Products ordered by Buyer. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms. Cheques are accepted subject to collection and the date of collection shall be deemed the date of payment. Any cheque received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such cheque, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such cheque shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance. Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of four (4%) percent per week. 4% late interest charges will commence from due date. If Buyer fails to make payment when due, Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable legal fees.

**4. DELIVERY AND TITLE.** All shipments by Seller are C.I.F. carriage, insurance, freight and import duty) paid unless stated F.O.B. point of origin whereby all transportation charges, duties and other costs shall be paid by Buyer in addition to the price of the Products. Seller retains title to goods until Seller has received full payment. Buyer irrevocably agrees that Seller or Seller's agents can enter Buyer's premises to remove goods for which Buyer is in payment default. Demand for the return or recovery of goods shall not discharge the Buyer's liability to pay the whole of the invoice or the right of the Seller to sue for the whole invoiced amount plus legal costs and expenses. Risk of loss passes to Buyer upon delivery of Product to Buyer. Seller shall make selection of the carrier and delivery route. Seller shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for failure to deliver on such dates. Seller reserves the right to make deliveries in instalments. Delivery of a quantity that varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one instalment shall not entitle Buyer to cancel other instalments.

**5. ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS.** Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Seller within five (5) days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within five (5) days after delivery. Buyer accepts that Seller is not responsible for damage due to Seller's noncompliance with special handling or inspection warnings on packages containing optical components, electrostatic sensitive products or products requiring specialist inspection techniques or environments. In the event Buyer receives damaged packages, Buyer may reject the package back to the Carrier or if accepting the package must advise the Carrier in writing no later than 3 days after receipt that the package was damaged upon receipt and the contents were unexamined at the time of receipt. Buyer should retain all packing materials and containers for examination by Seller's insurers and provide a damage assessment report in writing to Seller within 5 days. Seller will not be liable to compensate Buyer for transit damaged goods or otherwise where Carrier can produce evidence that the goods were received in good condition. No return of Products will be accepted by Seller without a Return Material Authorization ("RMA") Number, which may be issued by Seller in its sole discretion. Returned Products must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Buyer, freight collect.

**6. FORCE MAJEURE.** Seller shall not be liable for failure to fulfil its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labour or materials through its regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay or Seller may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.

**7. SELLER'S LIMITED WARRANTY.** Seller warrants to Buyer that upon delivery to Buyer the Products purchased hereunder shall conform to the applicable manufacturer's specifications for such Products. Seller makes no other warranty, express or implied, with respect to the Products. In particular, seller makes no warranty respecting the merchantability of the products or their suitability or fitness for any particular purpose or use or respecting infringement. With respect to Products which do not meet applicable manufacturer's specifications, Seller's liability is limited, at Seller's election, to (1) refund of Buyer's purchase price for such Products (without interest), (2) repair of such Products, or (3) replacement of such Products; provided, however, that such Products must be returned to Seller, within the manufacturer's warranty period, transportation charges prepaid. Seller shall transfer to Buyer whatever transferable warranties and indemnities Seller receives from the manufacturer of the Products.

**8. LIMITATION OF LIABILITIES.** Buyer shall not in any event be entitled to, and seller shall not be liable for indirect, special, incidental or consequential damages of any nature including, without limitation, business interruption costs, removal and/or reinstallation costs, procurement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers, even if seller has been advised of the possibility of such damages, buyer's recovery from seller for any claim shall not exceed buyer's purchase price for the product giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty, or otherwise. Seller shall not be liable for and buyer shall indemnify, defend and hold seller harmless from any claims based on seller's compliance with buyer's designs, specifications or instructions, or modification of any products by parties other than seller, or use in combination with other products.

**9. USE OF PRODUCTS IN LIFE SUPPORT, NUCLEAR AND CERTAIN OTHER APPLICATIONS.** Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications:

- 1/ Buyer acknowledges that such use or sale is at Buyer's sole risk;
- 2/ Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use;
- 3/ Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

**10. EXPORT CONTROL.** The sale, resale or other disposition of certain products and related technologies or documentation may be subject to the export control laws, regulations and orders of the United Kingdom and may also be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

**11. STATEMENTS AND ADVICE.** If statements or advice, technical or otherwise, are offered or given to Buyer, such statements or advice shall be deemed to be given as an accommodation to Buyer and without charge and Seller shall have no responsibility or liability for the content or use of such statements or advice.

**12. INTELLECTUAL PROPERTY.** If an order includes software or other intellectual property, such software or other intellectual property is provided by Seller to Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

**13. GENERAL.** As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other. Any attempted or purported assignment shall be void. Notwithstanding the foregoing, Seller's obligations under these Terms and Conditions may be performed by divisions, subsidiaries or affiliates of Seller. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. These Terms and Conditions shall be governed by and construed in accordance with the laws of England excluding any law or principle, which would apply the law of any other jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply. I/We have read and understand and agree to be bound by your standard terms and conditions herein.

SIGN

PRINT

DATE