



Innova Mill T/a Adventa
 83 Mochdre Industrial Park
 Newtown, Powys, SY16 4LE UK
 t: +44 (0) 1686 625 100
 e: accounts@adventa.com
 www.adventa.com

Innovative manufacturing since 1983
instant products: you just add print



CREDIT ACCOUNT APPLICATION FORM

To enable us to open a credit account, please complete all parts of this Application Form.

1. Name: (Proprietor) _____
Company Name: _____
 Address: _____

 _____ Postcode/ZIP: _____
 Telephone Number: _____
 VAT Number (EU): _____ DUNS No/Fed. ID (US): _____
 Credit Limit required: _____ Date business commenced: _____
 Nature of business: _____
 No. of employees: _____ Annual Sales: _____

Type of Business:

Sole trader	<input type="checkbox"/>	Partnership	<input type="checkbox"/> (complete below section)
Limited Company	<input type="checkbox"/> (see section 2)	Name & Address of Partners:	
Corporation	<input type="checkbox"/>	1)	_____
GmbH	<input type="checkbox"/>		_____
Sarl	<input type="checkbox"/>	2)	_____
Other:	_____		_____

2. If a Limited Company or Public Limited Company:

Parent Company/Group: _____
 Address of Registered Office: _____

 _____ Postcode/ZIP: _____
 Telephone Number: _____
Registration Number: _____

3. Name of person responsible for payment of accounts:

Name: _____ Position: _____
 Telephone Number: _____
 Email address for invoices and statements: _____

PAYMENTS TERMS are 30 days from the month end from date of invoice.

Also at:
Adventa (USA)
 Dermody Street,
 Cranford, NJ 07016 USA
 t: 1 8444 580 106

Partnership: John Morrish & Millbrook Mouldings (Innova Mill)

Innova Mill (T/a Adventa) Conditions of Sale

1. Definitions

In these Conditions "the Company" shall mean the Partnership, Innova Mill or its successors in title, the "Goods" shall mean the products supplied by the Company and "the Customer" shall mean the company, firm or person buying the Goods from the Company.

2. Application of Conditions

All Goods supplied by the Company are supplied on the following terms and conditions and no variation of those terms and conditions shall have effect unless expressly accepted by a partner of the Company in writing. The Company's conditions hereby exclude all other terms and conditions which the Customer may seek to impose whether or not the Customer's conditions are contained in any offer, acceptance or counter offer made by the Customer.

3. Quotations

3.1 All quotations given by the Company are subject to acceptance by the Company on receipt of the Customer's order and a contract will only be formed when the Company has accepted the Customer's order. The Company reserves the right to refuse any order tendered after quotation and in the event of any refusal, no damages or expenses of any kind shall be payable by the Company.

3.2 The Company reserves the right to refuse to print any order deemed by it to be improper or unsuitable or may infringe another party's Intellectual Property Rights, as it in its absolute discretion thinks fit, without giving a reason and without liability in respect of such refusal.

4. Accuracy of Description of Goods

4.1 All descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's published matter are approximate only and none of these shall form part of any contract or give rise to any independent or collateral liability upon the Company, being intended merely to present a general idea of the Goods as described therein. All information, advice or opinion given by the Company is given without legal responsibility.

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

4.3 The addition of personalised details, logos and other additions to the Goods is covered by paragraph 12.

5. Price

5.1 All prices quoted by the Company are current prices at the time of quotation and are net exclusive of VAT unless otherwise stated. The price payable for the Goods shall be the price ruling at the date of despatch. The Company may also adjust the price if the quantity ordered by the Customer is less than the quantity specified in the Company's quotation. We reserve the right to alter specification and price without notice.

5.2 The company, reserves the right to decline to supply small orders and/or to make additional charges for administration. These charges may be changed from time to time at the discretion of the company.

6. Delivery

6.1 Delivery shall be deemed to be effected when the Customer or the Customers nominated recipient signs for acceptance of the Goods.

6.2 The Company undertakes to use its best endeavours to adhere to agreed delivery times. The Company shall not be liable for any loss or damage caused by late delivery or by non delivery. Claims for shortage or damage must be made in writing within 7 days of delivery.

6.3 The Company shall be entitled to make delivery by instalments and to invoice separately for each instalment. Where delivery is made by instalments, each instalment shall be construed as the subject of a separate agreement to which all the provisions of these conditions shall (with any necessary alterations) apply. A failure by the Company to deliver any one or more instalments in accordance with these conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the contract as a whole as repudiated.

6.4 Where the Company has agreed to deferred deliveries, such deliveries shall be accepted by the Customer (or the Customer shall procure acceptance by its nominated recipient) within one month from the date of order unless otherwise agreed in writing. If the Customer or its nominated recipient fails to take delivery within such period, the risk shall pass to the Customer and the balance remaining undelivered together with storage costs and any additional transport costs shall be invoiced to the Customer.

6.5 Goods which the Customer agrees to collect or have collected ex-works must be collected within seven days of the Company notifying the Customer that the Goods are ready. If the Goods are not collected within this period, the Company shall be entitled to invoice the Customer for the Goods and either to deliver or store the Goods and to charge for delivery and/or storage of the Goods, the Goods being held at the Customer's risk.

6.6 Deviations in quantity of the Goods delivered from those stated in the contract shall not give the Customer the right to repudiate the contract, to reject the Goods (save insofar as the quantity varies by more than 10% from the amount ordered and such variation is notified in writing to the Company with three working days from delivery and in any event before the Goods have been used by the Customer) or to claim damages for breach of contract and the Customer shall be obliged to accept and pay at the contract rate for the quantity delivered (except insofar as the Customer has the right to reject any Goods under this condition).

6.7 The Customer must ensure, whether on its own account or at its nominated recipient's premises that sufficient and suitable persons are available to accept deliveries and that such persons have sufficient and suitable goods handling facilities including where necessary ability to receive pallets.

6.8 If special packing is required or if Goods can only be accepted at certain times the Company must be advised in writing at the time an order is placed. All delays or re-deliveries resulting from failure to do this will be chargeable.

6.9 Unless otherwise stated on the Company's quotation, carriage quoted is for delivery to one mainland UK address. Extra charges will be made for special packing, special deliveries and re-deliveries occasioned by a breach of Clause 6.8.

6.10 The Company reserves the right to charge at market price for any pallets delivered to UK addresses and not returned within 30 days.

6.11 We reserve the right, at our own discretion, to make additional charges for delivery. This particularly, but not exclusively applies to export, multiple, timed or express deliveries and any other expense levied by our carriers as a result of any unforeseen or other circumstance.

6.12 We cannot be held liable for any consequential loss resulting from any failure by our sub-contractors.

7. Time for Payment

7.1 We make no apology for a strict Payment policy. This is for overall benefit of our customers and enables us to offer an effective and competitive service. We cannot accept that we will only receive payment once you have been paid.

7.2 Payment for initial order/s will be by Pro-forma invoice or card payment. Subject to approval of an account application, subsequent orders following can be paid during the month following date of invoice. In the absence of a credit account or when a large order is placed, that exceeds the credit limit set by the Company, advance payment will be required.

7.3 The total price of the Goods shall be due and payable by the end of the month following the month of dispatch or collection or no later than 30days from the date of invoices rendered pursuant to Paragraph 6 of these conditions.

7.4 Time for payment shall be of the essence and the Company shall be entitled to charge interest at 2% per calendar month from the date when payment falls due until actual payment is received on all overdue accounts. The Company reserves the right to charge reasonable costs for debt collecting. Failure to abide by our agreed terms will result in credit facilities being withdrawn and possible legal action.

7.5 The Company reserves the right at any time to demand security for payment before continuing with or delivering any order, and shall be entitled to treat any contract as repudiated if the Customer makes any default in payment or being a Company is wound up or has a receiver appointed or being an individual becomes bankrupt or insolvent or enters into any arrangement with his creditors. Should the Customer, its successors in title or receivers fail to pay the outstanding invoices in full, then the officers of the Customer's company shall become personally liable for all outstanding monies.

7.6 The Goods must be paid for by the Customer notwithstanding damage thereto or destruction thereof howsoever caused after the passing of risk. No claim for damage, destruction or shortfall shall be made against the Company after the passing of risk pursuant to clause 8.1 below.

7.7 Credit limits may be altered or refused at the Company's discretion.

8. Risk, Property & Retention of Title

8.1 Risk in the Goods shall pass to the Customer when the Goods are delivered or collected by the Customer, its agent or nominated recipient or as set out in Paragraph 6.

8.2 In spite of delivery having been made, property of the Goods shall not pass from the Company until:

(a) the Customer shall have paid the price plus VAT in full; and

(b) all monies, whatsoever, due from the Customer to the Company have been paid in full.

8.3 Until property in the Goods passes to the Customer in accordance with Clause 8.2 the Customer shall hold or procure that its agent or nominated recipient shall hold the Goods and each of them on fiduciary basis as bailee for the Company. The Customer shall store (or procure as aforesaid) the Goods (at no cost to the Company) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Company's property.

8.4 The Company shall be entitled to recover the price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Company.

8.5 Until such time as property in the Goods passes from the Company the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold by the Customer. If the Customer fails to do so the Company may enter upon any premises owned, occupied or controlled by the Customer where the Goods are situated and repossess the Goods. The Customer will use its best endeavours to assist the Company to re-possess the Goods.

8.6 The Customer shall not pledge or in any way charge by way of security for any indebtedness of any Goods which are the property of the Company. Without Prejudice to the other rights of the Company, if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

8.7 The Customer shall (and procure the same by its nominated recipient), to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company, keep the Goods in the same condition in which they were delivered and free from damage or deterioration.

8.8 By virtue of the retention in title of condition 8.2, the company has the right to retrieve the Goods until paid in full. The Customer shall keep or procure the keeping of the Goods in good condition and the Goods shall be stored in such a way as to be clearly identifiable until paid in full. The Customer hereby irrevocably authorises the company to have access to any premises under the Customer's ownership or control to remove the Company's property.

4. Bank Details:

Bank Name: _____
Address: _____
_____ Post Code/ZIP: _____
Account Name: _____ Sort Code: _____
Account Number: _____

5. Trade References: (Suppliers only - companies who supply you goods on credit, please avoid using accountants, solicitors, associations, energy providers, etc)

1) Company: _____
Address: _____
_____ Postcode/ZIP: _____
Contact Name: _____ Email: _____
Telephone Number: _____ Fax No: _____

2) Company: _____
Address: _____
_____ Postcode/ZIP: _____
Contact Name: _____ Email: _____
Telephone Number: _____ Fax No: _____

We hereby agree to Innova Mill's terms and conditions including payment terms that are nett payment due end of month following date of invoice, and give authorisation on behalf of the company named above for Innova Mill to approach our bank for a reference, and to make any other relevant enquiries.

I certify that the details I have given are accurate and correct.

Signature of Applicant: _____ (must be cheque signatory)
Print Name: _____
Position in Company: _____
Date: _____

PLEASE RETURN WITH A COPY OF YOUR LETTERHEAD

For Accounts Use Only

Date	Terms	Sales	Limit	Rec'd	E G I T	Y / N	Date Rec
Ref 1	_____	_____	_____	1 2 3 4	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____	___/___/___
Ref 2	_____	_____	_____	1 2 3 4	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____	___/___/___
Date completed: _____				Date customer advised: _____			

Cust Code: _____ **Credit Limit:** _____ **Auth'd by:** _____ **Date:** _____
Credit Granted By Insurance: £ _____ **Notes:** _____

Innova Mill (T/a Adventa) Conditions of Sale

8.9 By virtue of the retention in title of condition 8.2, the Company has the right to retain, use and sell product made from any equipment, moulds or tooling held by them or supplied to them by the Customer, whether or not the Customer is the beneficial owner. The Customer irrevocably assigns the design and intellectual property rights for these products until all the Company's legitimate expenses including those of paragraph 6 and 12 and the Goods are paid for in full.

8.10 The Company shall at any time be entitled to appropriate any payment made by the Customer in respect of any such Goods in settlement of invoices as the Company may in its absolute discretion think fit notwithstanding any purported appropriation by the Customer

9 Inspection/Shortages

9.1 The Customer shall inspect or procure the inspection of the Goods on delivery or, on collection as the case may be, and give or procure the giving of notice of any claim of defect or shortage, its nature and extent, in writing, to the Company no later than three working days from delivery or collection.

9.2 In all cases where the Customer or its nominated recipient complains of defects or shortages, the Company shall be under no liability in any event if it has not been given an opportunity to inspect the Goods before they have been used by the Customer or the recipient.

10 Manufacture

10.1 The Company pursues a policy of continuous improvement and reserves the right to substitute materials quoted with material of equivalent or higher strength and/or quality without giving notice to the Customer.

10.2 Specified dimensions are subject to a tolerance of $\pm 3\text{mm}$.

10.3 Specified weights may not equate to actual weights and the Company reserves the right to supply materials and/or Goods of different weight (whether lighter or heavier) so long as the performance of the materials and/or Goods shall not be materially reduced.

11 Moulds

11.1 Moulds, designs or other tooling costs specifically required to complete the Customer's order will be charged to the Customer, but the Customer does not become the beneficial owner of these moulds design rights or tooling unless agreed in writing by the Company.

11.2 If any Customer who is the beneficial owner of a mould or other tooling fails to use/place an order from the same tooling, or wishes to remove the same from the Company's premises, then the Company shall be entitled to charge for storage and insurance from a date six months after the last use of the item and after a further period of two years and six months the Company shall become the beneficial owner of the item and shall be entitled to use it or dispose of it as thinks fit.

12 Artwork Printing/Intellectual Property Rights

12.1 When artwork, origination, original samples, novel designs and/or moulds are supplied by the Company such items shall remain the Company's property unless invoiced and paid for by the Customer.

12.2 All design rights, copyright, patent rights and rights in course of acquisition of any description which arise from the design and manufacture of any item for a Customer shall belong to the Company unless otherwise agreed in writing by the Company, and neither the Customer nor its agents or nominated recipient shall be entitled to use any aspect of the Company's rights relating to any further reproduction of Goods. Any breach of this agreement will result in the company seeking appropriate compensation for loss of profit.

12.3 The Company may use products or illustrations of work produced, in its own publicity material, sales presentations or exhibitions unless otherwise agreed in writing.

12.4 No responsibility will be accepted by the Company for any errors in product, proofs or printing details which have been seen or passed by the Customer.

12.5 All items of origination, including artwork, film, CD, disk or moulds owned by the Customer and left at the Company's premises or handed to an employee of the Company will be held at the Customer's risk and a receipt for such items should be obtained from the employee to whom the items are handed. The Company is not responsible for accidental damage or corruption of any Customer material.

12.6 Every care will be taken to secure the best results where materials are supplied by the Customer but responsibility will not be accepted for imperfect work caused by defects or unsuitability of materials supplied.

12.7 The Customer warrants that he has authority of the owner of all intellectual property rights for all designs, logos, brand names and material to be reproduced by the Company and further that in the case of any dispute, the customer indemnifies the Company for all costs incurred in the settlement of any and every claim against them by any third party.

13 Warranties

13.1 The Company warrants that subject to clause 12.7 above, it has title to and the right to sell the Goods.

13.2 Any advice given by the Company is given in good faith, but no representation or warranty is given as to the suitability or fitness of the Goods for any purpose or any particular purpose and the Customer shall satisfy himself in this respect and shall be totally responsible therefore.

14 Liability/Exclusions

14.1 Nothing in Clause 13 shall exclude or restrict the Company's liability for death or personal injury caused by the Company's negligence.

14.2 Each of the clauses in paragraph 13 is to be treated as separate and independent.

14.3 The Company is willing to undertake additional liability, testing or certification to that provided for by this clause in exchange for a higher price. Any additional testing or certification required by the customer will be subject to an additional agreement and charge.

15 Defects

15.1 If any defects are discovered by the customer which they are reasonably satisfied are caused by faulty design, manufacture, materials or workmanship they must notify the Company no later than three working days from the date of delivery or collection. Subject to paragraphs 9 and 12 the Company shall not be liable for defects caused by abnormal use, misuse or neglect.

15.2 The Customer may only claim the benefit of this clause if he informs or procures the informing of the Company of the relevant defect in writing within the time set out above and (unless otherwise agreed by the Company after being given a right of inspection) he returns or procures the return of the Goods to the Company at his own expense for modifying/replacing.

16 Exclusion of Liability

In consideration of the Company's obligations under this clause, the Customer acknowledges that the parties have equal bargaining power and agree that apart from the terms set out herein, no other terms, conditions or warranties, expressed or implied, statutory or otherwise, shall form part of the contract.

17 Exclusion of Consequential Loss

17.1 The Company shall not be liable for any consequential or indirect loss or damage suffered by the Customer howsoever arising.

17.2 Without prejudice to the generality of the foregoing, the Company shall not be liable for loss of profit, loss of contracts and damage to property of the Customer or anyone else whatsoever, howsoever arising.

17.3 The company cannot be held liable for any consequential loss resulting from any failure by its sub-contractors or carriers.

18 Limitation

Without prejudice to the remainder of these conditions or to the Company's other rights hereunder, the Company's total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not in any event exceed the purchase price for the individual product.

19 Loyalty Scheme

As part of the sales contract, Innova Mill reserve the right to supply their customers with free gifts including hampers. Every account making substantial purchases from the Company qualify under this provision.

20 Indemnity

The Customer shall keep the Company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature made by third parties caused in whole or in part or arising out of any act or omission of the Customer arising from incorrect use or storage or sale of the Goods.

21 Assignment

The Customer shall not assign nor transfer nor purport to assign or transfer any contract to which these conditions apply or the benefit thereof to any other person whatsoever.

22 Force Majeure

The Company shall not be liable for any failure to deliver the Goods arising from circumstances outside the Company's control including for example, acts of God, war, riot, explosions, abnormal weather, fire, flood, strikes, lockouts, government action or regulations (UK or otherwise), accidents and shortages of materials.

23 Cancellation

No cancellation or reduction of an order by the Customer is permitted unless expressly agreed in advanced by the Company in writing. In the event of cancellation the Customer will indemnify the Company fully against all expenses incurred by the Company together with a minimum of 15% of the contract price.

24 Jurisdiction

All contracts between the Company and the Customer shall be governed and be construed in accordance with the English law and all disputes arising in relation to such contracts shall be submitted to the jurisdiction of the English courts.

E&OE.