

Please email completed forms to [michelle@saturnled.eu](mailto:michelle@saturnled.eu)

[www.saturnled.eu](http://www.saturnled.eu)

Application for a SATURNLED.eu credit account

Date .....

**SECTION I: COMPANY DETAILS**

Full Registered Company Name & Address: .....  
.....  
.....

Trading Name of Company: .....

Full Trading Address (If Different from Above): .....

Telephone No. .... Fax No: ..... Email: .....

Company's Registration Number (If Applicable): .....

Company's Vat Number (If Applicable): .....

Please confirm the legal status of company:    Ltd    Partnership    Sole Trader (Please Click as Applicable)

If Not a Limited Company, Please Complete Directors Details Below:

Directors Name: ..... Tel No: .....

Address:.....

Directors Name: ..... Tel No: .....

Address:.....

Contact Name Accounts Payable: .....

Email Address: ..... Tel No: .....

Contact Name Accounts Payable: .....

Email Address: ..... Tel No: .....

---

Application for a SATURNLED.EU credit account

Requested Credit Limit:..... NB:The Credit Terms Are 30 days from date of invoice.

**SECTION 2: TRADE REFERENCES** (All References Must Have A minimum of 24 months trading with your company)

1 Name: ..... Tel No: .....

Address:.....

2 Name: ..... Tel No: .....

Address:.....

**SECTION 3: Part of Our Conditions of Sale/Terms & Conditions**

Any business or trading is conducted in accordance with SATURNLED.EU Conditions of Sale/Terms & Conditions. A full copy may be obtained by contacting us on +44 028 8788 0063

Where prices shown they are shown an each (unit) price and excludes VAT. If you are unsure of your trading terms, then please feel free to contact us on +44 028 8788 0063.

Whilst every effort is made to ensure the accuracy of the prices quoted we do retain the right to amend, modify or change any prices quoted or where any error is found. SATURNLED.EU reserves the right to change information, products or pricing or any specification without prior notification.

Goods supplied will remain the property of SATURNLED.EU until payments is received in full. SATURNLED.EU shall not be liable for any costs or liquidated damages incurred or accrued from non-delivery of goods by a specific date or circumstances outside our control.

All errors must be notified within 3 days of delivery.

All damaged goods or cartons should be notified to our office within 24 hours of receipt.

Payment to be made 30 days from the date of invoice.

Please email completed forms to [michelle@saturnled.eu](mailto:michelle@saturnled.eu)

[www.saturnled.eu](http://www.saturnled.eu)

Application for a SATURNLED.EU credit account

**SECTION 4: Returns Procedure/Retention Title**

We will not accept any goods unless authorised by SATURNLED.EU a Customer Return Note (CRN) must have been issued to you from our office. Any goods returned without a SATURNLED.EU CRN will not be accepted by our warehouse.

A copy of our return policy can be obtained from our Sales Office.

SATURNLED.EU will not pay any costs incurred as a result of damaged/faulty goods. Where the Seller accepts a claim made by the Customer in respect of the Goods, the Customer's right shall be to a full or partial refund or replacement, at the Seller's option. In no circumstances shall the Seller have any further liability.

**SECTION 5: Disputes**

We fully understand SATURNLED.EU is an independent standalone company and therefore we will not withhold/deduct or offset any sums or payments owed to SATURNLED.EU as a result of any disputes with any third party

**By signing this application, you accept and are fully aware, that title of goods only passes upon receipt of full payment**

On behalf of the applicant, I understand and accept the conditions printed above and state that I am duly authorised by the above company to sign this application and give the following warranty.

We have read and accept SATURNLED.EU's trading Terms and Conditions. We fully understand SATURNLED.EU hold full retention of title of all goods until they are paid for in full.

**SECTION 6: AUTHORISATION DETAILS**

Print Name: ..... Director    Partner    Proprietor (Please Click as Applicable)

Signature:..... Confirming Acceptance of SATURNLED.EU's Conditions of Sale/Terms & Conditions.

PLEASE ATTACH A COPY OF YOUR COMPANY'S LETTER HEAD WHEN RETURNING APPLICATION FORM SECTION

# Saturn LED Ltd Conditions of Sale/Terms & Conditions

## 1. Interpretation - in these conditions

**Customer** shall mean the customer whose particulars appear overleaf shall mean Saturn LED Ltd  
**Seller**  
**Goods** shall mean goods (or instalment part thereof) howsoever ordered by the Customer from the Seller.

## 2. Basis of Sale

These conditions of sale, together with such conditions are to be implied by law, form the entire agreement between the customer and the Seller and may only be varied in writing by an officer of the Seller. Any alleged verbal representations or collateral contracts shall be no effect unless complying with the requirements of this clause.

## 3. Price of Goods

Prices quoted are exclusive of VAT, carriage and installation and remain valid for a period of 30 days.

## 4. Payment

- 4.1 Until a Credit Agreement has been opened by the Seller in favour of the Customer, payment is due in cash with the order or against a pro forma invoice.
- 4.2 Time of payment shall be of the essence. A Customer in whose favour a Credit Account has been opened must pay for goods 30 days from the date of invoice ("the due date") or to any alternative terms agreed.
- 4.3 Where payment is not made by the due date, regardless of its other remedies, the Seller shall be entitled to charge interest. Interest will be calculated as per the "Late Payments of Commercial Debts regulations 2002," and any amendments to said legislation thereafter.
- 4.4 If any payment is dishonoured or countermanded by the Customer, the Seller shall have the right to charge the customer a £25.00 administration fee.

## 5. Delivery

- 5.1 Any delivery quoted is in good faith, but the Seller shall not be responsible for any delay in the delivery of goods, howsoever caused. Time of delivery shall not be of the essence.
- 5.2 The Seller shall be entitled to make delivery by instalments, and to invoice the Customer separately for each instalment.
- 5.3 Any failure by the Customer to accept delivery (save upon such grounds for rejection as are specified in the law relating to the Sale of Goods) shall be deemed to be such a breach of contract.

## 6. Risk and Title to the Goods

- 6.1 The goods are at the risk of the Customer from the time of the delivery.
- 6.2 Ownership of the Goods shall not pass to the Customer until the seller has received in full (in cash or cleared funds) all sums due to it in respect of:
  - 6.2.1 The Goods; and
  - 6.2.2 All other sums which are or which become due to the Seller from the Customer on any account.
- 6.3 Until ownership of the goods has passed to the Customer, the Customer must:
  - 6.3.1 Hold the Goods on a fiduciary basis as the Seller's bailee;
  - 6.3.2 Store the Goods (at no cost to the seller) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property.
  - 6.3.3 Not destroy, deface or obscure and identifying mark or packaging on or relating to the Goods.
  - 6.3.4 Maintain the Goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request of the Customer shall produce the policy of insurance to the Seller, and;
  - 6.3.5 Hold the proceeds of the insurance referred to in condition 6.3.4 on trust for the Seller and not mix them with another money, nor pay the proceeds into an overdrawn bank account.
- 6.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
  - 6.4.1 Any sale shall be effected in the ordinary course of the Customer's business at full market value and the Customer shall hold such part of the proceeds of sale as represent the amount owed by the Customer to the Seller on behalf of the Seller, and the Customer shall account to the Seller accordingly.

6.4.2 Any such sale shall be a sale of the Seller's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

6.5 The Customer's right to use, sell, or have possession of the Goods shall terminate immediately if:

6.5.1 The Customer has a bankruptcy order against made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or as a resolution is passed or a petition presented to any court for the winding up of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

6.5.2 The customer suffers or allows an execution, sequestration, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform his/its obligations under these conditions or any other contract between the Seller and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or the Customer ceases to trade; and/or

6.5.3 The customer encumbers or in any way charges any of the goods.

## 7. Warranties and Liabilities

7.1 In addition to all warranties implied by Statute, the Seller warrants that the Goods shall correspond with their written specification (if any) at the time of delivery, and will be free from material defects in material and workmanship for a period of twelve months from delivery provided that

7.1.1 The Seller shall be under no liability for any defect arising from any drawing, design, specification or stipulation of the Customer;

7.1.2 The Seller shall be under no liability in the respect of any defect or lack of performance arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Seller's instructions, or misuse, alteration or repair of Goods without the Seller's permission.

7.1.3 If the Goods are not the Seller's manufacture, but ordered for the Customer from a third party, the warranty shall be the manufacturer's warranty or such warranty as implied by law, whichever shall be the longest?

7.1.4 The Seller shall be under no liability if the full purchase price for the Goods has not been paid by the due date.

7.2 Any claim by the Customer arising from a patent defect in the Goods shall be notified to the Seller in writing within seven days of delivery. Any claim arising from a latent defect shall be made within 14 days of the defect becoming apparent.

7.3 Where the Seller accepts a claim made by the Customer in respect of the Goods, the Customer's right shall be to a full or partial refund or replacement, at the Seller's option. In no circumstances shall the Seller have any further liability; save nothing herein contained shall exclude any liability on the Seller for death or personal injury arising from the negligence of its employees or agents. In no other circumstances will the Seller be responsible for any consequential losses arising from the Goods or their late delivery.

## 8. Termination/Suspension

Without prejudice to any other right or remedy, the Seller shall be entitled to suspend forthwith further performance and/or terminate contractual relations with the Customer if the Customer is in breach of any of these conditions.

## 9. General

9.1 If any terms of the Conditions prove illegal or unenforceable in whole or part, such terms shall be deemed excised from these conditions without effect upon the validity of the remainder of these Conditions.

9.2 These Conditions and the contract between the Customer and the Seller shall be governed by the laws of England, and the English court shall have exclusive jurisdiction.