



DAOL
Office Supplies
"the complete office solution"

Credit Account Application Form

DAOL Office Supplies Ltd.
Frankfield Industrial Estate, Kinsale Road Roundabout, Cork
Tel.: 021 / 4311611 **Fax: 021 / 4311711**
Email: orders@daol.ie www.daol.ie

We are very pleased that you intend to do business with us and we look forward to a mutually beneficial relationship.

In order to process your application quickly and efficiently, please complete the following form and return it to DAOL Office Supplies.

COMPANY INFORMATION

Company Name: _____
Address: _____

Tel.: _____ Fax: _____
E-Mail Address: _____
Web Address: _____
Year Established: _____

ACCOUNTS INFORMATION

VAT Exempt: Yes / No _____ VAT No.: _____
If your company is VAT exempt please enclose a VAT Exemption Certificate with this application.
Does your company operate a Purchase Order Number system? Yes/ No _____
Name of Managing Director: _____
In the case of a Sole Trader, please provide your home address and contact number
Home Address: _____

Home Tel.: _____

ACCOUNTS PAYABLE

Please provide details of the person who will be dealing with payments.

Name: _____
Position: _____
Tel.: _____
Email Address: _____

TRADE REFERENCES

Please provide details of two of your existing creditors.

Trade Reference 1:

Company Name: _____

Contact Person: _____

Address: _____

Tel.: _____

Trade Reference 2:

Company Name: _____

Contact Person: _____

Address: _____

Tel.: _____

CREDIT LIMIT

Requested Credit Limit: _____

Our terms are strictly 30 days from month end. I have read and agree to the terms and conditions overleaf.

Signed: _____ Please Print Name: _____

Position: _____

OFFICE USE ONLY

Approved by: _____ Date: _____

Account Number Allocated: _____

Credit Terms Offered: _____

Customer Informed by: _____

DAOL Office Supplies Ltd. Terms & Conditions of Sale.

This document sets out DAOL Office Supplies Ltd Terms & Conditions of Sale. We may change these sale conditions at any time and the changes will take effect on the date they are posted on our website. These changes will not affect any orders submitted prior to any change.

All orders are subject to the terms & conditions of sale

GENERAL

In these Conditions of Sale: The Company means DAOL Office Supplies Ltd. with its registered office at Frankfield Industrial Estate, Kinsale Road Roundabout, Cork, Company Registration number 448229, VAT number IE9669131C. The Buyer means the person, the firm or the company ordering or buying goods from the Company. The Goods means the subject matter of the relevant order or contract of sale. No contract in respect of the Goods between the Company and the Buyer shall exist until the Company has accepted the Buyer's order. In the event that the Buyer's order seeks to make the sale subject to terms different from these conditions, acceptance is effected by a formal order acknowledgement by the company in writing and shall be deemed to be a fresh offer by the Company on the basis of these Conditions, in which event (unless these conditions are accepted by the Buyer prior to delivery) acceptance of delivery of the Goods by the Buyer shall constitute acceptance of the Company's offer, and the Contract of Sale shall be formed at that moment. No conditions or terms stipulated in any other communication or document shall vary or annul any of these conditions except insofar as the conditions are expressly consented to in writing by the Company. Terms & conditions apply to all orders placed on-line, by fax, by phone, by post, by e-mail or in person.

PRICE

Quoted prices include the cost of normal packaging but EXCLUDE delivery & VAT (at applicable rate on date of dispatch). The prices for Goods shall be those ruling at the date of dispatch and the Company reserves the right to amend its quoted prices at any time prior to the date of dispatch. Prices quoted are subject to variances in exchange rates, and in consequence prices will be those holding at the time of delivery from the manufacturer to the Company. Over-runs or under-runs will not exceed 10% of the quantity ordered. The Company will bill for actual quantity delivered within this tolerance. If the Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of estimate.

DELIVERY

Delivery times are approximate and start from approval of proofs and all order details. Deliveries are made on working days (Mon – Fri, excluding Bank Holidays) only. If your order is placed after 1pm delivery is calculated from the next working day. Failure to deliver within the time stated on the part of the Company shall not entitle the Buyer to ANY claim upon the Company by reason of such a failure. Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery of the goods. Whilst the Company will use its best endeavours to deliver the Goods in accordance with the Buyer's requirements, the Company will not be liable for any consequences of late delivery however caused. The Buyer shall examine the Goods immediately once they are delivered to him. The Company reserves the right to reject claims in respect of shortages or damage in transit or non-delivery of the Goods, or in the case of non-delivery, 7 days after the due date for delivery. Unless otherwise specified the price quoted is packed ex-the Company's warehouse. An extra amount will be levied to cover delivery, agreed to in advance in writing by both parties. A charge may be made to cover any extra costs involved for delivery to an address which is different to the Buyers normal delivery address. Should expedited delivery be agreed the Company reserves the right to charge an extra amount to cover any extra overtime or any other additional costs incurred. Should work be suspended at the request of or delayed through any fault of the Buyer for a period of 30 days or more the Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage. The Company only delivers to premises in the Republic of Ireland unless agreed otherwise, in which case additional delivery charges may apply.

PAYMENT

Payment may be made by cash, cheque, bank draft, postal order, bank transfer or credit card (subject to a 2.5% handling charge). Payment is deducted when the Company processes the order if payment is due with the order. The Company accepts Visa or MasterCard. For payment via bank transfer please contact the office for bank account details. With late payment as set out in the European Communities (Late Payment in Commercial Transactions) Regulations 2002 (as amended or replaced), the Company reserves the right to charge interest from the due date or take payment without prior notice from a debit/credit card given at time of order or previous orders plus 2.5% handling charge. If payment is sent by post then the Buyer accepts the risk of loss of payment in the post.

CREDIT

If the Buyer does not have a credit account open with the Company, the Buyer can request a credit application form. Accounts normally take 1 working day to set up. The Company's credit terms are 30 days from the end of the month in which invoices are raised. If you have a credit account, then the price, delivery charges and any other fees and amounts must be paid in cash or cleared funds within 30 days from end of month in which invoice is raised (or such other period as the Company may have agreed in writing with the Buyer). Note – the Buyer must make all payments in full without set off, deductions, counterclaim or withholding. Statements are either posted or sent via e-mail on a monthly basis. No further goods will be shipped to accounts that are overdue and all support and repair / warranty services withdrawn until the account is brought into order. Failure to keep to the Company's credit terms will result in the permanent loss of credit facility.

INTEREST

If the Buyer fails to pay any amount on time, then the Company shall have the right to charge interest pursuant to the European Communities (Late Payment in Commercial Transactions) Regulations 2002 (as amended or replaced). If those regulations do not apply, then the Company may charge the Buyer and the Buyer shall pay on demand any interest on the overdue amount such interest to run from the date the Buyer actually pays it (both before and after a Court Judgment is obtained) at the per annum rate of 10% over the European Central Bank's main refinancing operation at the time.

TITLE AND RISK

Title to the Goods passes to the Buyer on delivery, unless the price or any other amount payable by the Buyer is outstanding at time of delivery, in which case title is retained by the Company until the Buyer has paid in full the price and all other amounts payable under the contract. The Buyer agrees that the Company may still sue for the price, notwithstanding that title has not passed. The Buyer also agrees that its right to possession and use of the Goods shall cease if any amount payable by the Buyer under the contract becomes overdue or the Buyer enters into liquidation or administration, and that the Company shall be entitled to enter any premises where the Goods are kept for the purposes of repossessing them. Until full payment is made the Buyer shall possess all goods and material the property in which is vested in the Company by virtue of this condition on a fiduciary basis only and if the Company so requires the Buyer shall furnish all such goods and materials at no extra cost to the Company so that they are clearly identified as belonging to the Company. The Company without prejudice to any of its other rights and remedies may recover and resell any or all of such Goods and materials and may enter upon the Buyers premises for that purpose. Notwithstanding delivery and the passing of risk, the property in the Goods shall remain with the

Company, until the Buyer has paid ALL monies owed by it to the Company under this or any other contract or otherwise. If any of the Goods are processed into, incorporated in, used as materials for or mixed with other goods or materials prior to such payment the property (but not the risk) in the whole of such goods or materials shall pass to the Company at the moment of such processing, incorporation, use or admixture and shall remain with the Company until payment of all such monies as specified in this condition. Until such payment is made the Buyer has the right to sell for the account of the Company any Goods or materials the properties in which vested in the Company by virtue of this condition. In such event the Company shall be entitled to, and the Buyer shall be under a fiduciary duty to account to the Company for, the proceeds of such sale to the extent that the Buyer owes any monies to the Company. In addition, the Company shall be entitled to make a claim directly against the Buyer's customer for any purchase monies unpaid by the Buyer and the Company shall be entitled to retain from any monies recovered from the Buyer all monies due to the Company from the Buyer plus all costs and expenses involved in making the claim. If there is any excess the Company will return this to the Buyer. Notwithstanding the preceding condition, ALL risk in respect of the Goods shall be assumed by the Buyer upon delivery of same to him. In addition the following shall apply:

- The Buyer's property and all property supplied to the Company by or on behalf of the Buyer shall, while it is in possession of the Company or in transit to or from the Buyer, be deemed to be at the Buyer's risk and the Buyer should insure accordingly.
- The Company shall be entitled to make a reasonable charge for the storage of any of the Buyers property left with the Company before receipt of the order notification to the Buyer on completion of the work.

CANCELLATION BY THE BUYER AND RETURN OF GOODS

The Buyer cannot cancel where;

- the goods were made to the Buyers specification or personalised to them
- the goods cannot be returned by reason of their nature (for instance they have been opened or used) or are liable to deteriorate or expire rapidly
- the goods were invoiced prior to 7 calendar days.
- the goods are damaged or marked in any way that have unreasonable wear or otherwise not in a condition consistent with the Buyer having taken reasonable care of them
- the goods are in a condition such that they cannot be reasonably re sold at all or for more than 80% of their original value. The goods are not in their original packaging and deemed fit for resale by the Company.
- the Buyer has sold, transferred, hired or lent the goods or given ownership of the goods to any other person.

The Company will accept a return of stocked goods only from a customer under the following conditions:

- A Returns Material Authorisation (RMA) number must first be obtained first from our Customer Service Department. Goods returned without a valid RMA form will be refused and returned to the Buyer.
- the goods in question were invoiced within the last 7 calendar days.
- the goods are in their original packaging and deemed fit for resale by the Company.
- the Buyer will provide invoice number(s) for the relevant goods as proof of purchase.
- any flat-packed item, which has been assembled by the Company on behalf of the Buyer, is not eligible for return unless a fault is found with the product which is within the manufacturers warranty.
- certain returned goods may incur a restocking fee of 15%. A list of these items can be provided upon written request.
- certain goods are non-returnable. A list of these items can be provided upon written request.
- If the Buyer decides to cancel the Buyer must stop using the goods immediately and must immediately return the Goods to DAOL Office Supplies Ltd., Frankfield Industrial Estate, Kinsale Road Roundabout, Cork
- The Company may at our discretion agree or decide to collect the goods from the Buyer, or send the Buyer a pre-paid package in which to return the goods to the Company. In such event the Buyer must make the goods available on request and promptly return any goods using any such package. However if the Company does not agree to do so then the Buyer is responsible for arranging to bring the goods to the Company itself, or having the goods posted or couriered back to the Company.

If the Buyer fails to return the goods to the Company, the Company may charge the Buyer the direct costs of collecting the goods. Until the goods are returned to the Company the Buyer must keep hold of the goods and take reasonable care of them. In sending the goods back to the Company the Buyer must ensure that they are received by the Company and are not damaged in transit, otherwise the right of cancellation will cease. If the Buyer is not able to return the goods in a good condition consistent with having taken reasonable care of them, or with all packaging of other items supplied with the goods, the Company may have to charge for any reduction of the value of the goods as is a result.

CANCELLATION BY THE COMPANY

The Company may withhold or cancel any further deliveries under the contract of sale or may recover all losses resulting therefrom if the Buyer:

- fails to make payment on the due date or pursuant to the contract with the Company, or
- enters into a composition with its creditors, or (being a Company) has a receiver appointed and passes a resolution for winding up, or commits an available act of bankruptcy, or
- is in breach of any of the terms and conditions contained herein (notwithstanding that on a former occasion or occasions it has waived its rights). The exercise of rights under Force Majeure shall be without prejudice to the Company's other rights of remedy.

The Company may withhold or cancel any further deliveries under the contract of sale or may recover all losses resulting therefrom if the Company has insufficient stocks or supplies to meet all of the Company's contracts with the Buyer and other customers, the Company may decide at its sole discretion which contract to fulfill.

The Company retains the right to cancel or vary the contract if:

- the Company are not able to supply any of the goods for genuine reasons beyond its control, for instance, because it did not have the goods in stock, or sufficient goods in stock to meet all orders, and was not able to obtain the goods from suppliers at all or on time to meet the delivery time scales, despite it's best endeavours.
- if any of the goods are not in stock or insufficient goods are in stock to meet all of the Company's orders and cost of acquiring the goods to supply to the Buyer is higher than when the Buyer's order was submitted, the Company shall be entitled to cancel the contract as a whole or in respect of those goods in which case the Company will offer the Buyer the option to continue with its order subject to variations or give an alternative offer, in which case the Company will identify any changes to the goods, the price and delivery charges, and delivery time scales, and will state how long that offer will remain open.

PRINTING

The Company shall endeavour to match a colour as close as possible but we cannot guarantee an exact match. Every effort will be made to supply products of the quality of samples submitted/quoted for but exact matches to samples or previous orders cannot be guaranteed

PRINTING / PROOFS

In the case of custom printed materials, alteration from the original copy on and after the first proof, including alterations in style, an extra charge may be levied. No responsibility will be accepted for any errors in proofs which have been passed / authorised by the Buyer. The Buyer is responsible for checking all proofs/artwork (including accuracy and layout) N.B. Colour proofs are not to be used for colour matches.

PRINTING / BLOCKS, PLATES, TOOLS & SCREENS.

Blocks, plates, tools and screens made for the manufacture of goods to be supplied remain the property of the Company even though the Buyer may have been charged with an amount in respect of the cost thereof. The Company undertakes to keep the blocks, plates, tools & screens in repair and reserves the right to either appropriate or dispose of any tools which have not been used for a long period of time.

PRINTING / INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Company, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Company by the execution of appropriate instruments or the making of agreements with third parties.

DESCRIPTION

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into this contract. Minor variations in specification, colour or other design features and other such minor variations shall not entitle you to reject the purchase or be the subject of any claim against the Company. The Company reserves the right to vary the specification of any item, withdraw, modify or amend any such item without prior notice.

SUITABILITY OF GOODS

Suitability of goods for any specific purpose cannot be guaranteed by the Company.

GUARANTEE

In the event of the Goods being sold to the Buyer with a "guarantee" (as defined in Section 15 of the Sale of Goods and Supply of Services Act 1980) from the original manufacturer or supplier thereof the Company undertakes no liability to the Buyer for the observance of the terms of such guarantee. The Buyer is responsible for dealing directly with the manufacturer concerning claims under the manufacturers guarantee.

WARRANTY

All goods supplied by the Company are warranted to be new, in working order, free from material damage and suitable for the purpose for which they are designed under fair conditions. Our liability under this warranty will be limited to the replacement, free repair or issue of credit against any goods acknowledged by us to be defective, provided that such faults have not been caused by your interference or misuse of the goods or your negligent handling of them.

LIABILITY AND DEFECTIVE PRODUCTS

The Company's liability (both in contract and in tort) in respect of defects in the goods shall be limited to the replacement of faulty items or material, or the issue of credit notes in respect thereof, or the granting of a refund or such other compensatory measures as the Company at its discretion considers appropriate in the circumstances. Such measures shall relate only to the actual faulty items or their value, and the Company shall not in any circumstances be under any liability to the Buyer in respect of indirect or consequential loss or damage, or loss of profits, sustained by the Buyer provided, always that these conditions do not exclude or restrict the Company's liability for death or personal injury from its negligence.

FORCE MAJEURE

The Company will endeavor to fill all accepted orders as soon as it is practical and consistent with production schedules. The Company shall not be responsible for non performance or late performance of the contract due to any matter beyond the reasonable control, including (without limitation) war, threat of war, terrorism, riot, civil commotion, public demonstration, blockade, or sabotage, the act of any government, government authority or legislator, industrial action (including our own employees), lightning, fire, explosion, storm, flood, earth quake, accumulation of snow or ice, or drought, shortages (including of fuel, utilities, or raw materials), vandalism, theft and other criminal action, interruption or failure of utilities, or anything of a similar nature affecting our carriers, sub-contractors or suppliers. If any such events mean that the Company has insufficient stocks or supplies to meet all of the Company's contracts with the Buyer and other customers, the Company may decide at its sole discretion which contract to fulfill. The Company retains the right to cancel or vary the contract if:

- the Company are not able to supply any of the goods for genuine reasons beyond its control, for instance, because it did not have the goods in stock, or sufficient goods in stock to meet all orders, and was not able to obtain the goods from suppliers at all or on time to meet the delivery time scales, despite it's best endeavours.
- if any of the goods are not in stock or insufficient goods are in stock to meet all of the Company's orders, and the cost of acquiring the goods to supply to the Buyer is higher than when the Buyers order was submitted, the Company shall be entitled to cancel the contract as a whole or in respect of those goods. In this situation the Company will offer the Buyer the option to continue with its order subject to variations or give an alternative offer, in which case the Company will identify any changes to the goods, the price, delivery charges or delivery time, and will state how long that offer will remain open.

LAW

This contract shall be governed by the laws of Ireland and the Courts of Ireland shall have exclusive jurisdiction. Each of the terms of the contract is separate and severable. If any term is held to be valid / invalid, it shall be severed and the remaining terms shall continue in full force.

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