

Credit Account Application Form

All applications for credit and orders for images are accepted subject to the Company's Terms & Conditions of Sale for credit accounts. In completing this Application Form and placing orders for supplies or services, you accept that these Terms & Conditions will prevail to the exclusion of any other terms and conditions that you may purport to introduce.

Full Trading Title:

Invoice Address:

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Postcode:

Telephone Number:

Email Address:

Web Address:

Contact:

Bank Details

Bank:

Address:

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.....

Postcode:

Account No.:

Sort Code:

Company Registration No.:

Incorporation Date:

Trade Reference 1:

Address:

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Postcode:

Telephone Number:

Sole Trader/Partnership, please provide full name(s) & address(es) of owners/partners.

Name:

Address:

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Name:

Address:

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Name:

Address:

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Trade Reference 2:

Address:

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Postcode:

Telephone Number:

I hereby certify that the above details are correct and that I have read and accept the Terms & Conditions.

Signed:

Print Name:

Date:

Terms & Conditions of Sale for Credit Accounts

TERMINOLOGY

The "Image" means any photograph, piece of artwork or digital image file howsoever supplied. The "Seller" means DesignBase (trading as Subject2Light). The "Buyer" means any person, company or company representative purchasing a license or image service supplied by the Seller. Unless otherwise agreed in writing these Terms & Conditions shall prevail over any conditions stipulated by the Buyer.

BASIS OF SALE

Each Image is made available to the Buyer subject to their acceptance of an End User License Agreement ("EULA"), the terms of which are liable to change from time to time. The Buyer acknowledges that the Licence Terms & Conditions ("Licence Terms") as published on the website at the time of each Image license sale shall be the Licence Terms applicable to that sale.

VAT

DesignBase is VAT registered in the UK
Registration No. 793 8620 84

PRICE

The Seller reserves the right to vary any price advertised in price lists or elsewhere at its sole discretion. Prices shall be subject to statutory additions where applicable. The Buyer accepts that each Image is supplied at the price quoted at the time of each Image license sale.

DELIVERY

Each Image is presumed to have been received in good condition unless the Buyer notifies the Seller in writing within 14 days of the order. If delivery is delayed by any cause beyond the reasonable control of the Seller, including failure of Third Party Internet Services, a reasonable extension of time for delivery shall be granted by the Buyer.

LIABILITY

In no event will the Seller be liable for any damages, including but not limited to, any lost profits, lost savings or any incidental or consequential damages, whether resulting from a failure to deliver, impaired or lost data, software or computer failure or any other cause, or for any other claim by the client or for any third party claim.

CANCELLATION POLICY

The Buyer shall not be entitled to cancel an order for an Image once the order has been accepted in whole or in part except by prior arrangement with the Seller.

PAYMENT

All fees shall be paid within 30 days following submission of the Seller's account or invoice. The Seller reserves the right to charge interest on late payments in accordance with the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Any alterations to this payment term shall be agreed in writing with the Seller.

REFUNDS

Refunds for whatever reason will be granted at the sole discretion of the Seller.

CREDIT ACCOUNT TERMS

The Buyer agrees that the Seller has the right to set Credit Limits on the account and that the Seller may withhold further credit or Image downloads at the Seller's discretion.

TERMINATION OF AGREEMENT

The Seller has the right at all times to terminate the Credit account and not to allow any future purchases. Any agreement between the Seller and the Buyer shall terminate if the Buyer commits any act of bankruptcy or commences any proceeding of winding up (other than for the purposes of amalgamation or reconstruction) or if an Administrator, Receiver or Liquidator is appointed for the whole or any part of the business of the client. The Buyer may terminate this credit account by giving 14 days notice in writing to the Seller. On termination of this credit account, the Seller shall be entitled to full remuneration for completed orders.

JURISDICTION

This shall be governed by English Law and the contracting parties shall submit to the exclusive jurisdiction of the English Courts in any dispute which may arise concerning the contract.