

BUSINESS / APPLICANT DETAILS	
Legal Structure	Sole Trader / Partnership / Ltd Co. / Govt / Other
Company Name (Legal Name)	
Trading as (Trading Name)	
Address (Including Eircode)	
Company Reg No.	
Reg Business No.	
VAT Number	
Date of Incorporation	
Cr Limit Requested	€

CONTACT DETAILS	
Name	
Phone No.	
Fax No.	
Email	
Delivery Address (If different from invoice Address) (Include Eircode)	

ACCOUNTS DETAILS	
Contact Name	
Phone No.	
Fax No.	
Email	
Do you use a Purchase Order System?	Yes / No

DIRECTORS / PARTNERS / SOLE TRADER DETAILS			
Name 1.	_____	DOB	____ / ____ / ____
Home Address	_____	Title	_____
Name 2.	_____	DOB	____ / ____ / ____
Home Address	_____	Phone	_____
Name 3.	_____	DOB	____ / ____ / ____
Home Address	_____	Title	_____
Name 4.	_____	DOB	____ / ____ / ____
Home Address	_____	Phone	_____

GENERAL INFORMATION	
Business Type (please circle)	Fast Food Quick Service Restaurant / Cafe / Hotel / Re-Distributor / Catering / Wholesale Cash & Carry Fashion / Agri / Industrial / Manufacturing / Butchers / Retail / Health Sector / Janitorial / Other
Are there multiple delivery addresses	Y / N (If Yes, please supply a full list of delivery addresses on a separate page)
Please specify opening hours and days for deliveries	
Zeus Representative referred by / dealt with	

TRADE REFERENCES			
	Name	Address	Phone
1.			
2.			
3.			

Please return the original completed application, signed conditions of sale and original direct debit mandate to the Credit Department at the address above

1) Credit terms to be advised on approved application

2) Our statement should be considered as final demand for payment

3) Payment must not be held on invoices with no queries

4) We reserve the right to place the account on hold if credit terms are not met

AGREEMENT - to be signed by director / sole trader	
I/we have read, understand and agree to abide by the terms & conditions of Zeus Packaging Ltd	
Signature 1.	_____ Date _____
Print Name	_____
Signature 2.	_____ Date _____
Print Name	_____

OFFICE USE ONLY			
Date Received	Acc No.		
Date Approved			
Terms	EOM / DOI	Approved / Declined	
Limit €		T & C's	Y / N
Direct debit form received	Y / N	Rep No.	
Credit controller		Route	
Approved by		Type	

Zeus Packaging Limited

TERMS & CONDITIONS OF SALE

GENERAL

1. No variation, calculation, waiver or addition to the contract constituted by our invoice and by conditions of sale shall be valid or approvable unless agreed in writing by Zeus Packaging Ltd.

2. Where an order has been taken by an employee or agent elsewhere than at our principal place of business we shall have the right for seven days afterwards to decline the order in whole or in part at our discretion and without being required to give any reason.

3. The company accepts to supply on basis of customers written order only, and all special customer specifications must be expressly stated on customers written order and acknowledged expressly on Zeus Packaging Limited invoice by specific cross reference.

4. DELIVERY DATE AND RISK

Any delivery date specified or otherwise given by us is approximate only and any claims arising as a result of our inability to meet any stated delivery date are excluded and there shall be no liability on the company whatsoever. Delivery hereunder shall be sufficient if we or our delivery agents obtain a delivery receipt signed by you or on your behalf. All risk in the goods shall pass to you on delivery as set out above.

5. CLAIMS

(a) No claim by you for defective goods will be entertained unless notification of such claim is received in writing within 7 days of the receipt of the goods by you. Should such a claim be received by us, it will be considered in the light of all other conditions of this order and without prejudice to any rights we may have under those conditions.

(b) If, in respect of any one delivery of any goods, several items in excess of normal commercial tolerance are alleged by you to be defective or damaged you will inform us pursuant to the provisions of sub-paragraph (a) above and you shall before the expiration of 7 days of receipt of the goods by you return at your expense one item of the defective or damaged goods for inspection to us. If, thereafter, the goods are accepted by us to be defective or damaged then you will return such defective or damaged items to us and we will either replace the same and credit you with the cost of freight and insurance in returning all defective or damaged items to us or we will credit you with the selling price to you (ex our warehouse) of the defective or damaged items and also the costs of freight and insurance in returning same to us.

(c) Defective or damaged goods must be dispatched to us within 7 days of our accepting that they are defective or damaged.

(d) Under no circumstances will we be liable to reimburse you in any way whatsoever for any loss of profits that you may suffer.

(e) No claim under these conditions in respect of any delivery or part delivery of an order for goods shall entitle you to cancel the remainder of order or contract.

(f) If a delivery note/proof of delivery is signed clear, unchecked or is unexamined and a subsequent problem with the delivery is discovered, a credit will not be issued. Credits will only be issued if shortages and returns have been noted on the delivery note/ proof of delivery.

6. TITLE OF GOODS

Any goods supplied in terms of our invoice remain our property until such time as the contract price together with any interest there on accruing have been paid in full. We retain the right of disposal accordingly and in pursuance thereof you hereby irrevocably grant to us and/or our authorised representative license to enter on any premises of yours on which such goods are kept for the purpose of taking possession of any such goods to which we are entitled hereunder in the event of the contract being cancelled by any cause whatsoever. In the event that the goods supplied under this or any other invoices by us have been sold or damaged or otherwise disposed of and the payment date having passed we retain the right to enter any premises of yours and confiscate any similar goods at a unit price to be determined by ourselves.

7. DELAY OR CANCELLATION

If any delivery is delayed or cancelled by us due to force-majeure, dislocation of manufacture, strikes and lock-up (whether inside or outside our works) or other circumstances reasonably beyond our control it is agreed that we are released from our obligations to supply the goods in terms of this order and that the present order

may be delayed or suspended during the continuance of such circumstances or cancelled by us at our option. We shall inform you of such circumstances without delay.

8. SET-OFF

Any monies due or to become due from you shall not be liable to become the subject of any deduction by you or any set-off or counter claims arising out of this or any other order which we may have with you.

9. WITHHOLD OF DELIVERY

If you have not paid us for goods delivered in accordance with these conditions then we shall have the right to hold delivery of any further goods to be supplied by us, whether under the terms of this order or any other order, until you have reduced that amount owing by you to us to such a reasonable level as may be acceptable to us. Any such withholding shall not entitle you to cancel any order or a part thereof.

10. YOUR DEFAULT

If you shall make any default or commit a breach of these conditions or if any distress or execution shall be levied upon your assets, or if you shall make any arrangements or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be made against you, or if you are a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking or assets or any part thereof shall be appointed we shall have the right forthwith to determine any contract then subsisting between us and upon written notice of such determination being posted to you at your last known address any subsisting contracts between us shall be deemed to have been determined without prejudice to any claim or rights we may otherwise make or exercise. In the event of any breach of contract by you as a result of which we incur any legal fees, such proper and reasonable fees are to be borne by you.

11. AVAILABILITY OF MATERIALS

Whilst we shall make every effort to supply in accordance with your order we reserve the right to supply substitute colour and materials of a similar quality and nature in the event of unavailability of material and/or inks.

12. CONSEQUENTIAL OR SPECIAL DAMAGE

We shall not be liable for any consequential or special damage resulting from the supply, delay in or failure to supply or failure of the goods, including without limitations, loss or profits.

13. INDEMNITY

We shall not be liable for any claims whether brought against you or us at Common Law or under any Statute or otherwise by any person or legal entity arising out of this or any other we might have with you except as provided herein and you shall indemnify us against any such claims and the proper and reasonable costs of any such legal proceedings.

14. COPYRIGHT

The copyright in any goods, artwork, designs and plates furnished by us to you, vest in us and the same shall not now without our written consent be disclosed to a third party except in connection with the sale of the goods in the normal course of your business.

15. ENFORCEABILITY OF TERMS

In the event of any one clause in this Contract being found by a Court or arbitrator to be void or unenforceable in whole or part then such findings shall in no way effect the validity and enforceability of any other clause or clauses.

16. GOVERNING LAW

The order in any contract which may ensue shall be construed and governed in all respects according to Irish Law and the only court having jurisdiction to try any issue hereunder shall be the high Court of Justice in Dublin or such other court in the Republic of Ireland as shall be appropriate.

17. Under no circumstances will any claims be entertained for goods which have been cut or processed in any way.

WE/I AGREE TO ABIDE BY THE ABOVE TERMS

Signed: _____ Date: _____

Company: _____