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music distribution limited

APPLICATION FOR CREDIT FACILITIES

**PLEASE COMPLETE THIS FORM, INITIAL EACH PAGE,
SIGN DECLARATION AND TERMS AND CONDITIONS AT END, AND RETURN TO:**

FORTE MUSIC DISTRIBUTION LIMITED
UNIT 5G
RAMSDEN ROAD
ROTHERWAS INDUSTRIAL ESTATE
HEREFORD
HR2 6NP
UNITED KINGDOM

NAME OF APPLICANT	
TRADING NAME	
ADDRESS	
TOWN/CITY	
POST/ZIP CODE	
COUNTRY	
TELEPHONE	
LEASED?	
LENGTH OF TIME AT THIS ADDRESS?	
LENGTH OF TIME LEFT ON LEASE?	
IS YOUR COMPANY A	<input type="checkbox"/> SOLE PROPRIETORSHIP? <input type="checkbox"/> PARTNERSHIP? <input type="checkbox"/> LIMITED COMPANY?

IN THE CASE OF A LIMITED COMPANY THE DIRECTORS MAY BE CALLED
UPON TO SUPPLY A PERSONAL GUARANTEE.

DATE FORMED	
REGISTRATION NO.	
DATE COMMENCED TRADING	
SHARE CAPITAL	
NOMINAL ISSUED	
REGISTERED OFFICE ADDRESS	
REGISTERED OFFICE TOWN/CITY	
REGISTERED OFFICE POST/ZIP CODE	
REGISTERED OFFICE COUNTRY	
BANKERS NAME	
BANKERS ADDRESS	
BANKERS TOWN/CITY	
BANKERS POST/ZIP CODE	
BANKERS COUNTRY	

DIRECTORS/PROPRIETORS/PARTNERS DETAILS

NAME	
DATE OF BIRTH	
ADDRESS	
TOWN/CITY	
POST/ZIP CODE	
COUNTRY	
LENGTH OF TIME AT THIS ADDRESS	
TELEPHONE	

NAME	
DATE OF BIRTH	
ADDRESS	
TOWN/CITY	
POST/ZIP CODE	
COUNTRY	
LENGTH OF TIME AT THIS ADDRESS	
TELEPHONE	

NAME	
DATE OF BIRTH	
ADDRESS	
TOWN/CITY	
POST/ZIP CODE	
COUNTRY	
LENGTH OF TIME AT THIS ADDRESS	
TELEPHONE	

TRADE REFERENCES
(IF NOT AVAILABLE, YOUR BANKERS/ACCOUNTANTS)

NAME	
ADDRESS	
TOWN/CITY	
POST/ZIP CODE	
COUNTRY	
ACCOUNT NUMBER	

NAME	
ADDRESS	
TOWN/CITY	
POST/ZIP CODE	
COUNTRY	
ACCOUNT NUMBER	

NAME	
ADDRESS	
TOWN/CITY	
POST/ZIP CODE	
COUNTRY	
ACCOUNT NUMBER	

ESTIMATE THE MONTHLY CREDIT LIMIT YOU REQUIRE	£
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DECLARATION

I/We the undersigned apply to Forte Music Distribution Limited for credit facilities and declare that the information given is correct.

I/We have read the "Terms & Conditions" and should credit facilities be granted agree to trade solely under these terms. Forte Music Distribution Limited reserves the right to terminate this agreement forthwith by notice upon a breach by the customer of any of the conditions and all amounts then outstanding will become due forthwith. Thereafter interest will be charged on a daily basis until the account is paid in full.

DATE: _____

SIGNED:

NAME: (IN BLOCK CAPITALS)

POSITION:

THIS FORM MUST BE SIGNED BY THE SOLE PROPRIETOR, **ALL PARTNERS**,
OR A DIRECTOR OF THE COMPANY

FOR INTERNAL USE ONLY

DATE RECEIVED: _____

AUTHORISED BY: _____

DATE AUTHORISED: _____

CREDIT LIMIT: _____

TERMS AND CONDITIONS OF SALE

1. Goods ordered from Forte will generally be despatched carriage paid but Forte reserves the right to charge for any special delivery arrangements requested.
2. Non-new release orders are subject to minimum order quantity of five units - There is no minimum order quantity on new release titles.
3. Forte will use its best endeavours to supply the goods at the prices agreed but reserves the right to increase its prices to take proper account of fluctuations in exchange rates and/or increases in the cost of materials or other factors which are not under Forte's control.
4. Although Forte shall make every effort to comply with orders received as far as possible, Forte shall not be liable for delay or failure for whatever reason to deliver in whole or part any order for goods and Forte may withhold deliveries at any time without giving notice or reason therefore.
 - 4.1. New release product which is made available prior to release date must not be displayed or sold until the advised release date. Any violation of this clause will result in the removal of any pre-release delivery facility.
5. Goods delivered will be deemed accepted by you as fully in accordance with the accompanying order delivery advice notice unless you give Forte notice within three days of receipt of goods.
6. Forte shall in no event accept liability in respect of goods damaged after delivery. Risk as distinct from the property in all goods shall pass to you on delivery.
7. All accounts are payable on demand and payment should in any event be received not later than the last day of the calendar month following that in which the invoice is dated, time being of the essence, this payment being strictly net.
8. Forte may in its sole discretion grant and vary credit limits.
9. In the event of non-payment of any account by the due date, interest shall thereafter be chargeable by Forte on all such sums as may then be outstanding at the rate of 3% above National Westminster Bank lending rate from time to time calculated from the date the sums were due until the date the sums are actually paid.
- 11 Title of the goods supplied by Forte remains vested in Forte until the purchase price and all other monies owing by you to Forte are paid in full.
- 10.2 Until payment has been received in full you will keep the goods in your possession on trust for Forte and while you do so you will store and segregate the goods in such a way that they can be readily identified as Forte's property and you will deliver them to Forte on request. You will, however, be entitled to re-sell the goods in the ordinary course of business provided that until you have fully discharged all your debts to Forte you will retain the proceeds in a separate account on a trust for Forte and designated as such and you will assign to Forte on request any rights you may have against your customers for re-delivery of or payment for the goods. You agree to account to Forte on demand for the full proceeds of any such sale as Forte's bailee and fiduciary agent.
- 10.3 Forte may at any time revoke the authority given to you under 10.2 to sell the goods and you shall thereupon permit Forte or its agents to enter upon premises where the goods are located and to remove the same. The authority given to you under Clause 10.2 shall automatically cease and be deemed revoked as aforesaid if you have a Petition presented against you for your Winding-Up or you pass a resolution for voluntary Winding-Up or if you have a Receiver or Administrator appointed over any of your assets or if you become bankrupt or insolvent.
- 11 No returns are permitted unless pre-authorized by separate agreement.
12. You must inform Forte within three days of receipt of any invoice which refers to goods which have not been received.
13. A charge will be made for proof of delivery of goods where it is proved that delivery was made and a signature obtained.
14. Forte's aggregate liability shall not exceed the cost of goods supplied. In any event Forte do not accept any liability for any indirect, incidental, consequential or special damages whatsoever or any loss of profit.
15. In the event of any conflict between these Terms and Conditions of Sale and any of your Standard terms and conditions of trading (if any), then these Terms and Conditions shall prevail.
16. These Terms and Conditions are subject to the Laws of England and Wales.

We agree to these Terms and Conditions of Sale.

..... Date