

Thank you for requesting a Trade Account with LASGO WORLDWIDE MEDIA

Please complete the following Trade Account Application Form and return by post, email or fax to:

Account Applications
Unit 1 Falcon Park Industrial Estate
Neasden Lane, Neasden
London NW10 1RZ
United Kingdom
Telephone: +44 (0)20 8459 8800
Facsimile: +44 (0) 20 8452 7491
Email:d.watts@lasgo.co.uk

opening up an Account

1. Please ensure that all sections are completed in full before returning the forms to the above address. You will be notified by email upon receipt of your account application form being received in our offices.

ALL DETAILS SUPPLIED WILL BE TREATED IN THE STRICTEST CONFIDENCE

2. The processing of application forms may take up to 48 hours to complete. After all necessary checks have been performed, we will advise you if we are able to offer you credit terms, or if the only terms we can offer are prepaid. If the only terms we can offer you are prepaid, then you can choose to make payment by bank transfer or credit card.
3. Once your account is set-up, one of our Account Managers will contact you to discuss your company requirements. Your account will be activated as soon as your first order is submitted.

Help or Questions

Please contact us on + 44 (0)208 459 8800 or email accounts@lasgo.com

PLEASE RETURN TO: Account Applications, Lasgo Worldwide Media, Unit1 Falcon Park Ind Est. Neasden Lane, Neasden, NW10 1RZ

Tel: +44 (0)20 8459 8800 Fax: +44 (0)20 8452 7491 Email: d.watts@lasgo.co.uk

[PLEASE USE **BLOCK CAPITALS** AND COMPLETE FULLY]

COMPANY INFORMATION

Full Company Name:			
Trading Name (if different from above):			
Vat No:		Web Address:	
Invoice Address:			
Post Code:	Tel No:	Fax No:	Email:
Delivery Address:			
Post Code:	Tel No:	Fax No:	Email:
Contact – Buying:		Email Address:	
Contact – Accounts:		Email Address:	

LIMITED COMPANY DETAILS

Company Registration Number:			
Registered Office Address:			
Post Code:	Tel No:	Email:	
Date of Incorporation:		/	

TYPE OF BUSINESS

Type of Business:	Wholesaler	E.Commerce	Partnership	Sole Trader
	Retailer	Mail Order	Distributor	
Product of Interest:	DVD / Blu-ray	Music CD / Vinyl	Merchandise	Other, (specify)
Type of Interest:	Catalogue	Campaigns	Overstocks/Deals	

How did you hear about Lasgo :

BANK DETAILS

Bank Name:			
Bank Address:			
Post Code:	Tel No:		
Account Number:		Sort Code:	
Type of Account:		Account held since:	

TYPE OF ACCOUNT REQUIRED

Credit Account:	Prepaid Account:
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COMPANY DATA

Annual Turnover:	No of Employees:
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CONNECTION WITH OTHER COMPANIES

State any associated companies:

Have the directors/proprietors had any previous dealings with Lasgo Worldwide (please give details):

DETAILS OF ALL DIRECTORS, PROPRIETORS, PARTNERS (please add extra sheets if required)

1. Name	2. Name
3. Name	4. Name

TRADE REFERENCES (please list two Main suppliers)

1. Company Name:			
Address:			
Post code:	Tel No:	Email:	Contact:
2. Company Name:			
Address:			
Post code:	Tel No:	Email:	Contact:

DATA PROTECTION ACT

Where I/we provide you with personal data, I/we understand that the data will be held securely in confidence and processed for the purposes of carrying out your supply and distribution business and associated activities. In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business and located anywhere in the world that you have nominated ("third parties"), and that such third parties may process the data. I/we understand that under the Data Protection Act 1998 I/we have a right to know what data you hold on me/us if I/we apply to you in writing

DECLARATION

I/We confirm that the information given in this Account Application Form is in all respects true and accurate. I/We confirm that I/we have read and understood your terms and conditions of sale/business and I/we unconditionally accept that those terms and conditions shall be the only ones that apply to all sale contracts, which I/we may conclude with you. . I/we understand that Lasgo Worldwide may carry out regular checks to ensure credit worthiness is maintained.

By Signing this application, you agree to our Terms and conditions of Sale supplied herewith

Signed:	Name:	Date:			
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Position:

Company stamp

TERMS AND CONDITIONS OF SALE

1. In these Conditions of Sale:

"The Company" means Lasgo Worldwide Media
"The Buyer" means the person, firm or Company ordering or buying goods from the Company.

"The Goods" means the goods, the subject matter of the relevant order or contract for sale.

2. No contract in respect of the Goods between the Company and the Buyer shall exist until the Buyer's order has been accepted by the Company. In the event that the Buyer's order seeks to make the sale subject to terms different from these conditions, acceptance of the Buyer's order by the Company (whether or not such acceptance is accepted by formal order acknowledgement) 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 those conditions except insofar as the same are expressly consented to in writing by the Company.

TRADE DESCRIPTIONS

3. Subject to clause 4 the goods supplied to the Buyer shall:-

- Be of merchantable quality
- If sold by description, conform with their description
- Sold by sample, conform to the sample
- If the purposes for which they are required is indicated in writing by the Buyer before the Company accepts the Buyer's order be responsibly for that purpose.

WARRANTY

4. Save as aforesaid the Company gives no warranty, guarantee, promise whatsoever in relation to the goods supplied and all warranties, conditions, representations, guarantees whatsoever in relation to the goods, save as set out above and hereby excluded.

PRICE

5. All quoted prices are net of V.A.T. and exclude delivery charges.
- The prices for the goods shall be those ruling at the date despatch and the Company reserves the right to amend its quoted prices at any time prior to the date of despatch.
 - Where the final destination of the goods is within the United Kingdom delivery will be free of charge for all shipments exceeding £250 (excluding VAT), otherwise the cost of carriage, equal to the charge made by our nominated carrier will be recharged to you.
 - Where the final destination of the goods is outside the United Kingdom shipping will be at the buyer's cost. All charges forward.
 - It is the responsibility of the Buyer to ensure they have adequate insurance cover for all goods shipped to them.

CREDIT POLICY AND PAYMENT INFORMATION

6. Once your application to open an account with us has been accepted, you will be notified of your payment terms. Statements are sent out at monthly intervals to enable you to check your current invoices paid and due. Accounts with overdue balances may be placed on credit hold. This means that no further goods will be shipped until the account is brought into order. Repeated failure to keep to our credit terms may result in the permanent loss of your credit facility. **A surcharge of 1.5% will be made for any accounts settled by credit card on all transactions over £500.**

7. In the event of non-payment under your agreed terms, we reserve the right to commence charging interest on the full balance due, on a daily basis at the rate of 2 percent above the base lending rate of HSBC Bank Plc from the due date until payment of the unpaid balance is received in full.

Please note our bank details:

Invoices issued in Sterling should be paid to: Lasgo Chrysalis Ltd
HSBC Bank Plc, Ripple Road, Barking, Essex, IG11 7NW
Account No: 21056301 Sort Code: 40-09-06 Swift Code: HBUKGB4B
IBAN: GB48HBUK40090621056301

Invoices issued in Euros should be paid to: Lasgo Chrysalis Ltd
HSBC Bank Plc, Ripple Road, Barking, Essex, IG11 7NW
Account No: 39975215 Sort Code: 40-05-15 Swift Code: MIDLGB2
IBAN: GB28MIDL40051539975215

BUYER'S RISK

7. Risk or loss in the product passes to the Buyer as soon as they are delivered by the Company to the Buyer's vehicles or his premises or otherwise to his order.

RETENTION OF TITLE

8. The Company and the Buyer expressly agree that the title and ownership of the goods sold to the buyer by the Company, does not pass until the Company has been paid in full for all outstanding amounts due to the Company from the Buyer.

a) Should the company have reasonable grounds for suspecting the buyer cannot make payment for the goods in their possession, the buyer will then return all such goods to the company. If the buyer fails to return the company's stock, the company may recover from the buyer the goods remaining in the buyers possession and for the purpose thereof may enter upon any premises of or occupied by the buyer or

any third party (with the consent of that third party). All costs associated with the recovery of the company's goods will be incurred by the buyer.

(b) The Buyer has the right to dispose of the Goods in the course of its business for the account of the Company and to pass title to the goods to their customers being bona fide purchasers for value without notice of the Company's rights.

(c) If the Company by reason of failure of the Buyer to pay any invoice in respect of the goods supplied under its agreed terms, refers the invoices to a collection agency for recovery, then the Buyer shall pay and the Company may charge the Buyer the collection charges of such collection agency.

LOSS OR DAMAGE IN TRANSIT OR NON DELIVERY

9. The Buyer shall examine the Goods immediately they are delivered to him.

(a) If there is clear visible damage to the outside of the shipment, please sign for the delivery and add the word DAMAGED next to your signature or in a relevant space if provided.

(b) If there is no clear damage but the condition of the shipment still raises concern, please sign for the delivery and add the word UNCHECKED next to your signature or in a relevant space if provided.

For any visibly damaged shipments it would also be appreciated if you could provide any photos of the shipment as it was delivered prior to opening. We would be grateful for your co-operation in this procedure for all future deliveries received from the Company. All claims for shortages or damages must be notified to the Company in writing within 3 days from receipt of the goods.

DEFECTIVE GOODS

10. The Company's liability in respect of defective goods shall be limited to replacing the defective goods, or the issue of a credit note in respect thereof. Such measures shall relate only to the actual defective goods 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. No credit or replacement will be given until the defective goods have been returned to the company and verified as defective.

(a) A returns authorisation must first be obtained from our Returns department either by email or letter, before any goods are returned to the Company.

(b) **GOODS RETURNED FOR REASONS OTHER THAN BEING DEFECTIVE MUST BE IN THE ORIGINAL PACKAGING AND IN A CLEAN RESALABLE CONDITION. OTHERWISE, AT OUR DISCRETION, THEY MAY BE REFUSED, OR A FURTHER ADDITIONAL RESTOCKING FEE CHARGED TO COVER THE ADDITIONAL COSTS INVOLVED.**

(c) Depending on the nature and type of return, we reserve the right to decide if:

- We will bear the full cost of the return.
- We will share equally the full cost of the return.
- We will not pay anything towards the cost of the return.

We will not be responsible for goods returned to us that are lost in transit.

FORCE MAJEURE

(11) The Company reserves the right to cancel, vary or suspend the operation of contract of sale if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing) fire, floods, storm, plant breakdown, strikes, lockouts, riot, hostilities, non-availability of materials or supplies or any other event outside of the control of the Company; and the Company shall not be liable for any breach of contract resulting from such an event.

CANCELLATION

12. In the event that (i) the Buyer makes any voluntary arrangement with Buyer's creditors, becomes bankrupt, becomes subject to an administration order, goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction), an encumbrancer takes position or a receiver is appointed over any of Buyer's property or assets, Buyer ceases or threatens to cease to carry on business or the Customer reasonably believes that any such events are about to occur and/or (ii) Buyer is in breach of any of the terms and conditions herein, the Customer shall be entitled to cancel any outstanding orders and suspend any further deliveries to the Buyer. In respect of Customer Product delivered but not paid for, the price shall become immediately due and payable.

COPYRIGHT

13. The Company reserves to itself any copyright, patent, trademark, registered design or otherwise in the goods supplied.

ANTI-PIRACY

14. The Buyer agrees to comply with any and all applicable laws and regulations and the Buyer agrees to take all commercially reasonable steps to prevent unauthorised distribution, duplication or pirating of software products.

TERRITORIAL RESTRICTIONS

15. All products are sold to Lasgo Worldwide Media account holders on the express understanding that the customer is aware of any domestic restrictions that may apply with regards to the product they may order.

LAW

16. These terms and conditions shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the High Court or England in connection with any dispute which may arise under these terms and conditions or its implementation or enforcement.

Please return to:
Account Applications
Lasgo Worldwide Media
Unit1 Falcon Park Ind Est,
Neasden Lane, Neasden
London
NW10 1RZ

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Worldwide Media