

ACCOUNT APPLICATION



PLEASE COMPLETE IN BLOCK CAPITALS - AND RETURN A SIGNED COPY TO THE ADDRESS BELOW

| MAIN ACCOUNT DETAILS | | | | Internal |
|--------------------------------|---------------|--------------------|---------------|---------------|
| Account Name | | Contact Name | | date received |
| Address (Street) | | Position Held | | |
| Address (District) | | Telephone (Office) | | |
| Address (Town) | | Telephone (Mobile) | | |
| Address (County) | | Fax | If Applicable | |
| Address (Postcode) | | E-mail | | |
| Address (Country) | | Web | | |
| VAT Registration No. | If Applicable | Company No. | If Applicable | |
| Is the Trading Property Owned? | Y / N | Started Trading | DD/MM/YYYY | |
| | | | | |

| DELIVERY ADDRESS (If Different From Above Address) | | DELIVERY SPECIFICATIONS | | |
|--|--|---|---------------|---------------|
| Name | | Contact Name | | date received |
| Address (Street) | | Position Held | | |
| Address (District) | | Telephone | | |
| Address (Town) | | Fax | If Applicable | |
| Address (County) | | Order Allocations | | comp |
| Address (Postcode) | | Allocate all orders as they reach Minimum Order Value | Y / N | |
| Address (Country) | | Hold Orders Until they are complete then Ship | Y / N | |

| TRADE REFERENCES | | | | Internal |
|------------------------|---|------------------------|---|-----------------|
| Company Name | | Company Name | | References Sent |
| Address | | Address | | |
| Telephone | | Telephone | | |
| Contact Name | | Contact Name | | |
| Account Number | | Account Number | | |
| Current Terms / Credit | / | Current Terms / Credit | / | |

| BANK DETAILS | | | | |
|--------------|--|----------------------|--|-----------|
| Bank Name | | Sort Code | | Bank Sent |
| Address | | Account Number | | |
| | | Account Held (Years) | | |
| | | Fax | | |

To The Manager, Please use this letter as authority to reply to JK Multimedia LTD or any of its direct subsidiaries

| | |
|-------------------------|--|
| Authorised Signature(s) | |
|-------------------------|--|

| PERSONAL DETAILS | | | | Internal |
|--|------------|---------------------------------------|------------|------------|
| Name | | Name | | Approved |
| Address | | Address | | |
| Post Code | | Post Code | | Terms |
| Time At Address | | Time At Address | | |
| Previous Address If Less Than 3 Years | | Previous Address If Less Than 3 Years | | Account No |
| Post Code | | Post Code | | |
| Date Of Birth | DD/MM/YYYY | Date Of Birth | DD/MM/YYYY | C/Limit |
| Telephone | | Telephone | | |
| Is the property owned? | | Is the property owned? | | |
| Estimated Monthly Spend Level With Storm | | £ | Per Month | |

| ALL PARTNERS AND DIRECTORS MUST SIGN | | | | Internal |
|---|--|--------------------------|--|-----------|
| I/We certify that we have read and are bound to the attached Terms & Conditions of Trading | | | | rep no |
| I/We certify that the above information is accurate in all respects and I/We agree to abide by your standard terms and conditions of trading. | | | | |
| Full Name (Please Print) | | Full Name (Please Print) | | |
| Sign | | Sign | | |
| Date | | Date | | |
| | | | | |
| Full Name (Please Print) | | Full Name (Please Print) | | web login |
| Sign | | Sign | | |
| Date | | Date | | |

PLEASE ATTACH A SHEET OF YOUR HEADED PAPER
RETURN SIGNED TO: JK Multimedia Ltd, Milltown, Garryhill, Carlow, Co. Carlow



JK Multimedia Ltd - TERMS & CONDITIONS

DEFINITIONS

- 1.1 The 'Seller' shall mean JK Multimedia LTD.
- 1.2 The 'Buyer' shall mean the person, firm or company purchasing or offering to purchase goods from the seller.
- 1.3 The 'Goods' shall mean any Product and or service offered for sale by the seller which the buyer purchases or offers to purchase.

2. GENERAL

The terms and conditions set out above shall apply to every contract entered into by the seller for the sale of goods unless a variation there to is agreed in writing by a Director of the seller. These terms and conditions shall apply notwithstanding any terms and conditions of the buyer.

3. ORDERS

- 3.1 We can not accept cancellation after the order has been placed.
- 3.2 All orders for the goods placed by the buyer and accepted by the seller shall be treated as a contract for the purchase of the goods so ordered or such part thereof as the seller has available. The seller reserves the right to allocate the goods which are available amongst its customers including the buyer at its discretion.

4. DELIVERY

The seller will attempt to adhere to any agreed delivery date but does not guarantee that any goods will be delivered by the date and shall not be liable for any loss or damage of any kind and howsoever arising by reason of late delivery, non-delivery or short delivery.

5. TIME FOR CLAIMS

The seller will only consider any claims made by the buyer for the supply of defective goods or for wrong delivery of which he has notice in writing from the buyer within thirty days of delivery of goods from invoice date for retail product and seven days from invoice date for rental product .

- 5.1 All return requests will be made by the buyer via the RMA request form on mystorm.com.
- 5.2 No goods may be returned by the Buyer until a RMA request has been authorised and issued.
- 5.3 All goods authorised for return must be sent to the Returns Warehouse within 30 days of the RMA date and accompanied with the RMA documentation.
- 5.4 An RMA authorisation is not a credit or intention of credit until that RMA has been processed and the fault/error deemed genuine.
- 5.5 Successful RMA applications will be processed and a credit raised on the buyers account within 5 working days of receipt of goods and correct documentation.
- 5.6 The Buyer will return their purchase to us in its original condition. Any goods received with, labels, marker pen or any other defacement will be rejected and subject to a 'return to sender fee'
- 5.6 Any RMA applications found to be false will be subject to one of the following: (a) 20% restocking fee (b) £8 return to sender fee

6. SELLER'S LIABILITY FOR DEFECTIVE GOODS

The seller's Liability for materially defective goods shall be limited to giving credit to the buyer for the purchase price thereof provided that the goods are returned promptly for verification and provided that when returning materially defective goods the buyer complies with the seller's returns procedure.

7. RISK

Risk in the goods shall pass to the buyer on delivery. The seller shall not be liable for any loss of or damage to the goods occurring after delivery.

8. PAYMENT

- 8.1 The price for the goods shall be the seller's published dealers price ruling at the date of despatch.
- 8.2 The seller's published dealers prices for the goods are exclusive of VAT or any similar tax or duty which may be imposed in respect of the sale of goods.
- 8.3 The price for the goods shall be payable in advance with the order unless the buyer has a credit account with the seller in which event the seller will invoice the buyer for the price of the goods despatched in fulfillment or part fulfillment of an order and such an invoice shall be paid within the time stated thereon.
- 8.4 Failure by the buyer to make payment to the seller by the due date shall entitle the seller:
 - 8.4.1 To cancel or suspend all trading arrangements with the buyer and/or
 - 8.4.2 To charge interest until payment on any outstanding sums before and after judgement at 4% above Base Rate and/or
 - 8.4.3 To recover from the buyer on an indemnity basis as part of the debt any cost incurred in collecting the debt including legal costs.

9. CREDIT TERMS

The seller shall be entitled at any time to vary or withdraw credit terms agreed by the buyer.

10. RESERVATION OF TITLE

- 10.1 The property in any goods supplied by the seller to the buyer shall not pass to the buyer until the date when the buyer has paid the seller all monies owing by it to the seller on any account.
- 10.2 Until the date referred to in clause 10.1 above the buyer shall be entitled to dispose of any goods by the way of bona-fida sale to third parties at full market value but in the event the buyer will hold all the proceeds of sale of any such goods upon trust for the seller.
- 10.3 In cases where goods in possession of the buyer may be the subject of a number of invoices the principle of first in first out shall apply so that the goods the subject of earlier invoices shall be deemed to have been sold before the goods the subject of later invoices.
- 10.4 Until the date referred to in clause 10.1 above the buyer shall hold the goods as bailee for the seller and infiduciary capacity between the buyer and the seller and if the buyer has not paid for the goods by the due date the seller may without notice repossess the goods and hold them until payment and shall be entitled to enter upon any premises where such goods are being held by or to the order of the buyer in order to take such repossession.

11. BUYERS INSOLVENCY

- 11.1 This Clause applies if the buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or
 - 11.1.2 An incumbrance takes possession or a receiver is appointed of any of the property or assets of the buyer or
 - 11.1.3 The buyer ceases or threatens to cease carrying on business or
 - 11.1.4 The seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the buyer and notifies the buyer accordingly.
- 11.2 If this Clause applies then without prejudice to any other rights or remedies available to the seller the seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the buyer and if the goods have been delivered and not paid for the price shall become immediately due and payable notwithstanding any prior agreement or arrangements to the contrary.

12. BUYERS INDEMNITY OF SELLER

- 12.1 The buyer shall indemnify the seller against any loss liability or expenses of any kind suffered by the seller resulting from any third party claims whether contractual or tortious statutory or otherwise against the seller in connection with the goods.

13. SELLERS LOSSES

- 13.1 The seller accepts no liability whatsoever for any loss or damage whether consequential or direct suffered by or occasioned to the buyer the employees or any agents of the buyer or any third party which may arise after delivery of the goods to the buyer.

14. COPYRIGHT

- 14.1 The buyer acknowledges that the materials contained in the goods are protected by the laws of copyright and that they are sold subject to the condition that they be not copied reproduced caused to be performed in public broadcast or transmitted to subscribers to any diffusion service all of which acts are strictly prohibited that they be used for private domestic use only or on sold or hired out for private domestic use only and not dealt with in any other way. The buyer agrees to sell the goods subject to a condition similar to this Clause and agrees to report promptly to the seller any prohibited copying or other use of the goods that comes to the buyer's notice or without limitation any contravention of copyright restrictions applicable to the goods.
- 14.2 The seller reserves the right to cease supplies to the buyer and terminate the contract and any other order or contract with the buyer in the event of the buyer being in possession of goods or having any connection with (directly or indirectly) activities which breach the seller's copyright or the copyright of any third party.

15. LAW OF THE CONTRACT

- 15.1 THE CONTRACT BETWEEN THE SELLER AND THE BUYER SHALL BE GOVERNED BY THE LAWS OF IRELAND.

16. DATA PROTECTION ACT 1998

- 16.1 Under the 1998 Act we are obliged to inform you that we will undertake an automatic consumer/company search on every application.
- 16.2 We may undertake to recover any debts outstanding from a third party collection agency.