



**APPLICATION FOR NEW CUSTOMER**

\_\_\_\_\_  
Official Company name

Invoice address:

Delivery address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VAT Reg. No. \_\_\_\_\_

Company Reg. No. \_\_\_\_\_

Sales Contact:

Accounts Contact:

\_\_\_\_\_

\_\_\_\_\_

Tel No. : \_\_\_\_\_

Tel No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Credit Terms are strictly document date**

**Financial Director** \_\_\_\_\_

\*\*\*\*\* PLEASE SEE NOTE OVERLEAF\*\*\*\*\*

Credit Limit Required: \_\_\_\_\_

Currency: \_\_\_\_\_

Trade References

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel No. \_\_\_\_\_

Tel No. \_\_\_\_\_

Bank Details

Bank Name \_\_\_\_\_

Name of Bank Manager \_\_\_\_\_

Account No \_\_\_\_\_

Sort Code \_\_\_\_\_

Branch \_\_\_\_\_

**Declaration and Acceptance of Terms and Conditions by Authorised Personnel**

I declare that I have read, understood, accept and have signed the terms and conditions of trade as set out below. I agree to Square 1 Products taking both Trade and Bank References.

Please provide a copy of your letterhead.

Agreed By \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**\*\*Please note failure to receive our payment by the due date may lead us to execute our right to charge interest as per the late payment of Commercial Debts (Interest) Act 1998.\*\***

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Office use only:-

Customer Account Number \_\_\_\_\_

Account Manager \_\_\_\_\_

Credit Limit Given \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

## TERMS and CONDITIONS OF TRADING

### 1. General

In these terms and conditions of trading "the company" means Square 1 Products Ltd and its trading divisions. "The customer" means the customer to whom the company agrees to supply goods. "Goods" means any equipment or services supplied by the company. These terms and conditions shall apply to all contracts entered into between the company and the customer unless agreed to the contrary in writing by a director of the company.

### 2. Orders

All orders are subject to availability of goods and to written acceptance by the company. Any prior indications by the company by telex, telephone, facsimile, or verbally shall be provisional only.

### 3. Prices

Catalogues, price lists, videos and other advertising or promotional material are intended to provide an indication only as to the price range and dimensions of goods offered by the company and any variations thereto shall not give rise to any claim against the company. The company reserves the right to pass on to the customer any increase or decrease in the costs of providing the goods that occur between the date of any quotation and the date of delivery.

### 4. Manufacturer's specification

The customer recognises that the company is a distributor of goods. Although the company will try to notify the customer of any variations of which it is aware the customer accepts that the company cannot be accountable for the consequences of any variations made by the manufacturer or as a result of shortage of supplies.

### 5. Software products

In accordance with trade practice many manufacturers or suppliers of computer software products and similar goods retain title to the copyright and other intellectual



property rights. The company only transfers such titles as it may have and no warranties expressed or implied are given as to whether or not the intended use is permitted by the owner of such rights.

### 6. Delivery

a) Dates and times quoted by the company for delivery run from the receipt by the company of a written order or from resolution of technical details whichever is the later. All dates and times quoted are estimates only and any delay in meeting delivery dates will not give rise to a right to cancel the order unless such a right is specifically reserved in the customer's written order and accepted in writing by the company.

b) Offers for goods ex-stock are subject to the goods being unsold at the time of the customer's order or resolution of technical details whichever is the later.

c) Unless specifically included in the quotation, prices do not include delivery and any delivery charges incurred by the company will be passed on to the customer.

d) The company reserves the right to make part deliveries. Any request by the customer for the company to delay or split deliveries may result in a stocking charge and any additional costs incurred by the company being debited to the customer.

### 7. Payment

a) Unless agreed to the contrary in writing all invoices are payable before shipment of the goods or against pro-forma invoice whichever is the earlier. If the customer is an approved account holder invoices are payable net, on the due date of the invoice. (Any right of set-off is hereby excluded),

b) If the customer fails to make payment as provided for above, the company will (in addition to any other remedies) charge and be entitled to be paid by the customer interest on overdue accounts at the rate of 2% per month or part thereof until payment is received.

c) In addition to any other rights available, the company shall have the right of access to enter the purchaser's premises and to take possession of any goods supplied by the company for which payment is overdue. In exercising such rights to enter and remove goods the company will not be responsible for any damage thereby caused.

## **8. Force Majeure**

The company shall not be liable for any loss whatsoever suffered by the customer in the event of cancellation of the agreement to supply goods if the supply of the goods would be illegal, contrary to manufacturer's conditions of sales or the agreement is impossible for the company to perform for whatever reason.

## **9. Insolvency**

In the event that the customer is declared insolvent or compounds with its creditors or has distress levied against its goods or assets; or in the case of a limited company compounds with its creditors, or has distress levied against its goods, assets or is wound up or has a receiver appointed for whatsoever reason, the company shall have the right to suspend deliveries until payment has been made for goods already supplied and for all outstanding orders.

## **10. Title and risk**

a) Risk in the goods shall pass to the customer at the time of delivery to or collection by the customer or its agent whichever is the earlier.

b) Title to the goods shall remain vested in the company (not withstanding the passing of possession and risk to the customer) until the price and all other money due from the customer to the

company on any other account has been paid in full.

c) Until title to the goods passes to the customer, the customer shall hold the same in its fiduciary capacity as bailee for the company and shall keep the goods separate from that of the customer and third parties and ensure that the goods are at all times identifiable as the company's property; and the company reserves the right to dispose of the goods and the company may retake possession of the goods at any time. For that purpose the customer agrees that the company or its servants and agents may enter upon any land or premises occupied or used by the customer.

## **11. Warranty**

The customer recognises that the company is not the manufacturer of the goods supplied. The company will pass on to the customer all (if any) unexpired warranties it receives from the manufacturer(s). It is expressly stipulated that in the event of any claim on any ground being made by the customer against the company or any matter arising from or in relation to the contract or any item supplied pursuant to it, the liability of the company shall be limited (in respect of each claim or series of connected claims) to all sums due in respect of such items and under no circumstances shall the company be under any further liability for loss of profits or contracts or for other direct or consequential loss whether or not arising from any documentation made available to it. Any individual claim or total of a series of claims shall not exceed the sum of £10,000 and the company's liability under this clause shall be limited accordingly.

## **12. Returns**

All goods shall be deemed accepted unless rejected within 14 days of delivery or collection of the goods. Notice of rejection must be delivered in writing to the company giving detailed reasons for rejection. No compensation, credit, or right of set-off shall be given by the company until the same has been received by the

company from the manufacturer, supplier or insurer as the case may be. Any notice received by the company outside the 14 day period shall be deemed invalid for the purposes of this clause.

### 13. Returns procedure

Before returning any goods to the company the customer shall:-

a) Notify the company by letter, telex, or facsimile of its desire to return the goods together with the reason for the return.

b) Obtain from the company a designated return label which will contain an identification number and which shall be affixed by the customer to the packaging in a prominent position. This procedure is solely for administrative convenience and the issue of a return label shall not be taken as an admission of any fault in relation to the goods being returned. No goods shall be returned without the company's prior approval.

### 14. Export requirements

a) The customer is advised that the goods may be subject to U.S. government export regulations and where these apply it is the customer's sole responsibility to obtain authorization from the U.S. government before re-exporting the goods from the country of purchase.

b) Where the goods are destined, directly or indirectly, for a non-United Kingdom location or where the customer is stated not to be a United Kingdom resident, the customer will be solely responsible for all bank charges, fees, agency fees, commission, and interest on overdue payments in respect of all drafts, cheques, bills of exchange, letters of credit or credit transfers and no deduction whatsoever in respect thereof may be made from any payment to the company or to its order.

c) The customer shall also ensure that the equipment is fit and suitable for import and use in the country or countries of importation and that equipment and relevant documentation comply with all necessary governmental or other official regulation, safety requirements, specifications or requirements whatsoever, including certificates of origin.

### 15. Severability

If and to the extent that any provision or any part of the company's standard trading conditions are illegal, void, or unenforceable for any reason, then such provisions or part therefore (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provisions, as the case may be, all of which remaining provisions shall remain in full force and effect.

### 16. Law

All contracts shall be deemed to have been made in England and shall be governed in all respect by English law and all disputes, differences or questions at any time arising between the parties as to the construction, validity and performance of the Contract or as to any matters arising out of the Contract or in any way connected with it shall be determined by the English Courts of law to whose jurisdiction the Company and the Customer hereby submit.

Agreed and Accepted,

.....  
Signature

.....  
Name

.....  
Position

.....  
Company Name