

# Trade Application Form



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<b>Company Name</b>	<input type="text"/>	<b>Incorporation Date</b>	<input type="text"/>
<b>Registered Name</b> <small>(if different from above)</small>	<input type="text"/>	<b>Financial Year End</b>	<input type="text"/>
<b>Company Reg. No.</b>	<input type="text"/>	<b>VAT Number</b>	<input type="text"/>
<b>Trading Address</b>	<input type="text"/>	<b>Registered Office</b>	<input type="text"/>
<b>Tel. Number</b>	<input type="text"/>	<b>Fax Number</b>	<input type="text"/>
<b>Website Address</b>	<input type="text"/>	<b>e-mail (for invoicing)</b>	<input type="text"/>
<b>Nature of Business</b>	<input type="text"/>	<b>Company Secretary</b>	<input type="text"/>
<b>Current Turnover</b> <small>(per annum)</small>	<input type="text"/>	<b>No. of Employees</b>	<input type="text"/>

## Details of Company Directors/Partners

Name	Tel. Number	Address
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>Parent Company</b> <small>(if applicable)</small>	<input type="text"/>	<b>Company Reg. No.</b> <small>(of parent company)</small>	<input type="text"/>
<b>Contact</b> <small>(at Parent Company)</small>	<input type="text"/>	<b>Position</b>	<input type="text"/>

## Trade References (please provide 2)

Company	Tel Number	Address	Account Number	Credit Limit
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## Bankers

<b>Bank Name</b>	<input type="text"/>	<b>Sort Code</b>	<input type="text"/>
<b>Address</b>	<input type="text"/>	<b>Account No.</b>	<input type="text"/>
<b>Authorised Contact</b>	<input type="text"/>	<b>Credit Limit Request</b>	<input type="text"/>
<b>Position</b>	<input type="text"/>	<b>Signature</b> <small>please also sign following page</small>	<input type="text"/>
		<b>Date</b>	<input type="text"/>

# Terms and Conditions of Trade

## 1. GENERAL

- a) These Terms and Conditions of Trade apply to all existing or future orders, contracts and agreements for the sale of goods by the Company, and override any terms and conditions stipulated by the Purchaser or any other agreement.
- b) These Terms and Conditions of Trade, all sales orders and invoices constitute the entire agreement between the Company and the Purchaser for the sale of goods. The Company's employees or agents are not authorised to make any representations concerning the goods unless confirmed by the Company in writing. The Purchaser acknowledges that it does not rely upon, and waives, any claim for breach of any Company representation which is not so confirmed.
- c) These Conditions may only be amended following agreement in writing by a Director of the Company.
- d) Quotations are valid for 14 days. Quotations do not represent an offer by the Company, rather an invitation to supply. The Company may sub contract any part of the work, or the supply of any goods.

## 2. PRICING AND PAYMENT TERMS

- a) Pricing excludes VAT and delivery charges.
- b) Should the Purchaser not comply with agreed timetables for the delivery of goods, the Company may amend the price of the goods supplied, in accordance with the quantities delivered.
- c) Following agreement from the Purchaser, The Company may, prior to delivery, change the price to take account of any increase in the cost of materials.
- d) The Purchaser is liable for payment of goods upon delivery. Payment is due 30 days from the date of the invoice, where credit terms have been agreed.
- e) Credit facilities may be withdrawn by the Company at its own discretion. On notification to the Purchaser, payment for goods supplied will be required immediately.

## 3. DELIVERY

- a) It is the responsibility of the Purchaser to provide a delivery address for the goods. The Purchaser accepts the risk for goods upon delivery.
- b) Lead-times for the supply of goods are provided as an estimate only. The Company shall not be liable for deliveries that do not adhere to the lead-time quoted.
- c) The Purchaser shall pay any storage or re-delivery charges incurred, in the event of failing to accept delivery at the agreed time and location.
- d) Goods lost or damaged in transit will be replaced or credited, at the discretion of the Company, subject to notification by the Purchaser, within 7 days from the date of delivery for lost goods, and 48 hours for damaged goods.

## 4. TITLE

- a) The title of the goods will pass to the Purchaser only upon receipt by the Company of payment in full. Until such payment is received, the goods will remain the property of the Company.
- b) Prior to receipt of payment for the goods, the Purchaser :
- (i) may use or resell the goods in the ordinary course of business. As a trustee for the Company, the Purchaser will be responsible for retaining the proceeds from the sale of the goods, in a separate bank account, in the Company's name ;
  - (ii) shall securely store, insure and clearly identify goods as the property of the Company.

## 5. WARRANTY AND LIABILITY

- a) The Company shall supply replacement PC/server parts, corresponding to the specification of the goods at the time of delivery, for a period of twelve months (with the exception of keyboards and mice, which have a three month warranty from the date of delivery, and monitors/displays which are the responsibility of the manufacturer) and will be free from defects in materials and workmanship for this period. Any further warranty provided by the manufacturer will pass on to the Purchaser where applicable.
- b) This is subject to the following conditions :
- (i) The Company is not liable for any faults following unfair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow manufacturers' guidelines on usage, or any mis-use or alteration or repair of the goods without the Company's prior approval ;
  - (ii) The Company is not liable to honour the warranty if full payment for the goods has not been received by the payment due date ;

## 5. WARRANTY AND LIABILITY (cont'd)

- (iii) Should a claim for breach of warranty be made, the Company shall be entitled to repair or replace the goods or parts, or, at the Company's sole discretion, refund the value of the goods (or proportionate part of the price) to the Purchaser. The Company shall have no further liability to the Purchaser. The Purchaser acknowledges that the value of the goods may fluctuate after the date of delivery. Any refund or credit note, awarded by the Company, may be made up to the value of the Company's sale price on the return date of the goods.
- c) Details of on-site warranty and support, for machines built by the Company, are available on request.
- d) The conditions do not limit the Company's liability in respect of death or personal injury arising from negligence nor, in the case of a consumer sale, shall they affect the statutory rights of the Purchaser.
- e) The Purchaser accepts that the limitations and exclusions set out in these Terms and Conditions are reasonable and acknowledges that the Company's liability is to be limited, in accordance with these Conditions, and that a higher price would be payable but for these limitations.
- f) The Company's liability for goods sold shall be limited to the cost price of the goods. The Company shall not be liable for any loss or damage arising out of the use of the goods supplied by it.
- g) The Purchaser shall indemnify the Company against the consequences of all claims made against the Company by any third party, in respect of defective goods supplied by the Company to the Purchaser, in so far as any such claim exceeds that which the Purchaser could have successfully claimed against the Company.
- h) The Company reserves the right to make improvements, substitutions or modifications to any part of the goods at any time, provided that such substitutions or modifications will not materially affect the performance of the goods. The Purchaser further agrees that, in the event of goods not being readily available, the Company may substitute for the latest equivalent goods which are readily available.

## 6. FORCE MAJEURE

The Company shall not be liable in respect of any shortage or failure to supply goods, where such shortage of or failure is due to act of God or any other reason beyond the control of the Company. The Company in such circumstances will not be liable in respect of any consequential loss to the Purchaser.

## 7. NOTICE

Any notice required or permitted to be given by either party to the other, under these conditions, shall be in writing and sent by post or fax to its principle place of business or registered office.

## 8. WAIVER

Any indulgence granted by the Company to the Purchaser, or any waiver by the Company or its rights under these Terms and Conditions in respect of any particular transaction or series of transactions, shall not be deemed an agreement to confer the same indulgence or waiver of the Company's right in respect of any further transaction(s).

## 9. LAW

The Conditions shall be governed by the law of England.

## 10. ACCEPTANCE

On behalf of the Purchaser, I/we understand and accept the Terms and Conditions printed in this document and confirm that I am duly authorised by the Purchaser to sign these conditions.

Signature

Date

Print Name