

NEW ACCOUNT APPLICATION - BUSINESS

Full Company Name _____ Trading Name (if different) _____

Type of Business Limited PLC Partnership

Full Statement/Invoice Address: _____

Postcode _____

Main Telephone _____
Main Facsimile _____
Main Email _____
Main Website _____

Registered Address (if different) _____

Postcode _____

Main Telephone _____
Main Facsimile _____
Main Email _____
Main Website _____

Company Registration No. (if applicable) _____ Company VAT No. _____

ABOUT YOUR BUSINESS

Date Commence Trading: _____	No of Employees: _____
Turnover Last Financial Year _____	Projected Turnover this Year _____
No of PCs/Notebooks/Servers _____	Current Main IT Supplier _____

Buyers Full Name _____	Telephone _____
Email _____	Mobile _____
Account Full Name _____	Telephone _____
Email _____	Mobile _____

Type and Nature of Business _____

TERMS AND CONDITIONS

1. Definitions

- 1.1 The Buyer means the account applicant or person who buys or agrees to buy goods from the seller.
- 1.2 The Seller means Astrum Computers Ltd
- 1.3 Conditions means the conditions of sale set out in this document and any special conditions agreed in writing by the seller.
- 1.4 Goods means any goods or services offered for sale by the Seller from time to time.

2. Conditions

- 2.1 These conditions shall apply to all contracts for the sale of goods by the seller to the buyer to the exclusion of all other terms and conditions including any which the buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 No variation or addition to these conditions shall be effective unless agreed in writing by the seller.
- 2.3 No contract for the sale of goods shall arise until the seller dispatches the goods to the buyer or the buyer notifies the seller in writing of its acceptance of the seller's quotation (whichever shall first occur)
- 2.4 Acceptance of delivery of goods shall be deemed conclusive evidence of the buyer's acceptance of these conditions.
- 2.5 Nothing in these conditions shall affect the statutory rights of any consumer.

3. Prices

- 3.1 The price shall be that on the seller's current price list (or if applicable, the price contained in the seller's quotation).
- 3.2 The seller reserves the right to revise prices prior to dispatch of goods to reflect and direct or indirect increase of costs to the seller but if the price has been paid in full prior to dispatch no price revision may take place without the prior written agreement of the buyer.
- 3.3 All prices are exclusive of VAT and charges for packing, postage and carriage plus VAT, which shall be paid in addition.
- 3.4 In the case of consumer sales, payment must be made in full before dispatch of any goods.
- 3.5 In the case of other sales, payment is due in full on the terms of credit agreed which shall not be more than 30 Days from the date of invoice. Time of payment shall be of the essence and any failure to pay shall entitle the seller at its opinion to treat the contract as repudiated by the buyer or to delay delivery until paid (in addition to any other remedy).
- 3.6 If any act or proceedings shall be commenced in which the buyers' solvency is concerned, all monies under any transaction covered by these conditions shall become due and payable.

4. Interest On Overdue Invoices

- 4.1 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day, until the day of payment, at 2% per calendar month both before and after judgement.
- 4.2 All invoices shall be paid in full free from and deduction for any set off, counter claim or otherwise howsoever

5. Warranty and Liability

- 5.1 The seller warrants that the goods will be at the time of delivery corresponding to the description give by the seller. Except where the buyer is dealing as a consumer (as defined in the unfair contract terms act 1977, section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the goods, whether implied by statute common law or otherwise are excluded and the buyer warrants that the buyer is satisfied as to the suitability of the goods for the buyer's purpose.

6. Delivery

- 6.1 Whilst every reasonable effort shall be made to keep to any delivery date, time of delivery shall not be on the essence and the seller shall not be liable for any losses, costs, damages or expenses incurred by the buyer or any other person or company arising directly or indirectly for any failure to meet any estimated delivery date.
- 6.2 Unless otherwise agreed the seller may deliver by instalment and in such case each instalment shall be treated as a separate contract and any delay, default or non delivery in respect of any instalment by the seller shall not entitle the buyer to cancel the remainder of the contract.
- 6.3 Failure by the buyer to pay for any instalment or delivery when due shall entitle the seller to withhold further deliveries and the buyer shall be liable for any cost incurred by the seller relating to such goods which the seller is then entitled to withhold.
- 6.4 Delivery of the goods shall be made to the buyer's address and the buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery.

7. Ownership and Risk

- 7.1 The risk in goods shall pass to the buyer when a contract is made but kept at the seller's premises at the buyer's request.
- 7.2 The seller remains the owner of the goods affected by the contract until the seller has been paid in full for such goods.
- 7.3 If any payment due under these conditions is overdue in whole or in part the seller may without prejudice to any of its other rights recover and/or re-sell the goods or any of them and may enter the buyer's premises, with his permission hereby confirmed as a condition of contract, by its servants or agents to recover the goods and the buyer shall be liable for all the seller's cost of doing so
- 7.4 If the buyer is a consumer and properly rejects any of the goods which are not in accordance with the contract, the buyer shall nonetheless pay the full price for such goods unless the buyer promptly gives notice of rejection to the seller and at the buyer's cost return such goods to the seller in good condition.
- 7.5 In the case of any other sale the buyer shall inspect the goods immediately upon delivery and shall notify the seller within five days of delivery of if the goods are damaged or do not comply with the contract. If the buyer fails to do this, he is deemed to have accepted the goods.
- 7.6 Any goods in respect of which may claim or defect or damage is made shall be preserved by the buyer intact together with the original packaging at the buyer's risk and either:
 - (a) Retained by the buyer for a reasonable period to enable the seller or its agent to inspect or collect goods or
 - (b) At the seller's opinion returned by the buyer to the seller who will refund the cost of postage and packing to the buyer if the goods are in fact defective.

8. Cancellation Returns

- 8.1 No contract shall be cancelled nor shall any goods, which are in accordance with the contract, be returned without the prior written approval of the seller and on terms to be determined at the absolute discretion of the seller.
- 8.2 Unless the seller at its discretion decided otherwise, if the seller agrees to accept the return of any such goods, then
 - (a) A goods return number obtained from the seller must be clearly shown on the returned parcels.
 - (b) The goods to remain at the buyer's risk in all respects until received by the seller. The buyer will be liable for the cost of remedying any damage to the goods returned where such damage has, in the opinion of the seller, been caused by the goods being inadequately packaged by the buyer or through the buyer's fault.
 - (c) The seller reserves the right to make a handling and restocking charge of 25% on goods which are returned if they were ordered in error or are no longer required.

9. Force Majeur

- 9.1 The seller will not be under any liability whatsoever in the event that the seller is prevented or delayed from supplying or making delivery of any goods by any reason or cause beyond the seller's control.

10. No Waiver

- The seller's failure to insist upon strict performance of any provision of these conditions shall not be deemed to be a waiver of its rights or remedies on respect of any present or future default of the buyer in performance or compliance with any of these conditions.

11. Liability

Except as may be implied by law where the buyer is dealing as a consumer, in the event of any breach of these conditions by the seller the remedies of the buyer shall be limited to damages which shall in circumstances not exceed the price of the goods and the seller shall under no circumstances be liable for any indirect, incidental or consequential damages.

12. Dispute

In the event of dispute between the buyer and the seller, should the seller request in writing the buyer agrees to submit the dispute to arbitration in accordance with the arbitration action for the time being in force as a legally binding alternative to court action.

These conditions shall be construed in accordance with English Law.