

Application to open a credit account

Leco Computer Supplies Ltd
The Frampton Suite
Ketteringham Hall
Church Street
Ketteringham
Wymondham
Norfolk
NR18 9RS
Tel: 01603 813 135
Fax: 01603 814 875
Website: www.leco.co.uk

TRADING NAME

LIMITED COMPANY YES NO

INVOICE ADDRESS

REGISTERED ADDRESS IF LIMITED

Ltd CO. REG NO.

ACCOUNTS CONTACT NAME

TEL.

FAX

EMAIL

WEB SITE

MONTHLY CREDIT REQUIRED

PRINT NAME

DATE

I/WE* HEREBY AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF SALE OF LECO COMPUTER SUPPLIES LTD

SIGNATURE

POSITION HELD

LECO USE ONLY APPLICATION APPROVED REJECTED

AUTHORISED BY

CREDIT LIMIT SET

SALESMAN CODE

DATE

ACCOUNT NUMBER

Leco Computer Supplies

STANDARD CONDITIONS OF SALE

DEFINITIONS

In these conditions the following expressions shall have the following meanings:

"the Company" means Leco Computer Supplies or any associated Company and also where the context permits its assigns and any subcontractor of the said Company.

"the Contract" means the contract between the Company and the Customer for the sale or supply of Goods.

"the Customer" means the person, firm or Company with whom the Contract is made by the Company.

"the Goods" means any goods, equipment, parts, spares, software or any other articles to be supplied by the Company to the Customer under the terms of the Contract.

1. GENERAL

Unless otherwise agreed expressly in writing by a Director of the Company all Goods the subject of this Contract are sold subject to the following conditions to the exclusion of any conditions of the Customer and no agent or representative of the Company has any authority to carry or omit these conditions or any of them unless the same is accepted in writing by a Director of the Company.

2. PRICES

2.1 All prices are subject to change without notice and subject to the provisions of clause 2.2 the price will be established at the time the order is confirmed by the Company. Price lists do not constitute an offer.

2.2 If the Customer agrees to place an order with the Company for Goods which are not available for delivery (a "Backorder") such Backorder shall be irrevocable and be for the price of the Goods at the time the Backorder is taken or confirmed by the Company. In the event of a price increase either due to a rise in the Company's supplier's price to the Company or in any costs to which the Company becomes subject (including any costs resulting from currency fluctuations) the Company may increase its price to the Customer to such level as is necessary to reflect the increased price or cost to which the Company is subjected.

2.3 Unless otherwise agreed in writing all prices exclude the cost of delivery.

2.4 Unless otherwise stated prices are net and exclusive of VAT which will be charged at the applicable rate.

3. DELIVERY

3.1 Delivery will be deemed to have taken place in accordance with the Contract when delivery of the goods is made by the Company to the delivery address agreed between the Company and the Customer. The Customer shall not be entitled to raise any claim for non delivery or short shipment of the Goods unless within 5 working days of the date of the Company's invoice the Customer gives written notice to the Company providing the company with full details of the claim. The invoice for the Goods will be raised by the Company on or after the date of despatch of the Goods to the agreed delivery address.

3.2 The Company shall be entitled to assume that any person who both reasonably appears and claims to have authority to accept delivery of the Goods, who signs a note in respect of the Goods on behalf of the Customer or the Customer's customer (if the Company has agreed to deliver direct to the Customer's customer) does in fact have the authority.

3.3 Any dates and delivery times quoted for the delivery of the Goods are given in good faith and approximate only and the Company shall not be liable for any delay in delivery of Goods howsoever caused.

3.4 Failure to deliver at the time stated will not be sufficient cause for cancellation and the Company will not be liable for any losses, costs, damages or expenses consequential or otherwise suffered by the Customer.

3.5 Partial delivery of orders by the Company is allowed unless mutually agreed in writing by both parties. Failure by the Company to deliver the rest of the Goods shall not entitle the Customer either to treat the order as a whole repudiated or to refuse to accept delivery of any other order or delivery from the Company.

3.6 If the address for delivery of the Goods agreed between the Customer and the Company is for delivery by the Company directly to the Customer's customer then for all purposes in connection with these Conditions any such direct delivery shall be deemed to be delivery to the Customer and any refusal by the Customer's customer to accept such delivery shall be deemed to be a refusal by the Customer.

3.7 The Customer shall bear all costs associated with the unjustified refusal of Goods delivered. If the Goods are refused on the grounds that the Customer wrongly placed the order, and the Company accepts the refusal, then the Company reserves the right to charge additional fees for the return transportation and administrative expenses related thereto.

4. TERMS AND PAYMENT

4.1 Unless the Company shall have previously agreed in writing with the Customer that the Goods shall be supplied on approved credit terms payment for the Goods shall be made in full by the Customer either with the Customer's order or on delivery or collection of the Goods as determined by the Company in writing prior to acceptance of the Customer's order.

4.2 Where the Company has agreed to supply the Goods on credit and unless otherwise agreed in writing by the Company the Customer shall pay the price of the

Goods within 30 days of the date of the Company's invoice notwithstanding that the property in the products has not passed to the Customer. Invoices will be dated the day of dispatch of the Goods. The Company shall be entitled at its absolute discretion to alter payment terms (other than on concluded contracts) and withdraw, suspend or alter credit limits or terms of credit granted at any time without notice.

4.3 The time of payment of the price shall be of the essence of the Contract. If the Customer fails to make payment on the due date for payment or if there is any default or refusal on the part of the Customer to take due delivery of any Goods all monies owing (whether due or not) by the Customer to the Company shall become immediately due and payable and then without prejudice to any other right or remedy available to it the Company shall be entitled to:

4.3.1 suspend any further deliveries of Goods to the Customer or terminate the Contract or suspend any services being provided to the Customer.

4.3.2 appropriate as the Company in its absolute discretion thinks fit any payments made by the Customer to any of the Goods (notwithstanding any purported appropriation by the Customer).

4.3.3 charge interest calculated on a daily basis on all unpaid sums due to the Company from the Customer at the rate of 5% per annum above Barclays Bank plc base rate from time to time (whether before or after judgment) calculated from the due date of payment until receipt by the Company.

4.4 The Customer will pay all costs and expenses, including without limitation, legal and other debt collection expenses incurred by the Company in recovering and attempting to recover all or any amounts due to the Company from the Customer.

4.5 All payments must be made without any deduction or set off of any kind.

5. TITLE AND RISK

5.1 Risk in the Goods shall pass to the Customer on delivery and the Customer shall insure the Goods for their full value for that time.

5.2 Notwithstanding Clause 5.1 legal and beneficial ownership of the Goods shall remain with the Company until unconditional payment in full has been received by the Company for all monies due to the Company under all Contracts between the Company and the Customer:

5.2.1 for the Goods;

5.2.2 for any other Goods supplied by the Company

5.3 Until property in the Goods passes to the Customer under Clause 5.2 the Customer shall be fiduciary agent and bailee of the Goods and shall keep the Goods separately and readily identifiable as the property of the Company.

5.4 Notwithstanding clause 5.2 the Customer may as principal in the ordinary course of its business sell the Goods by bona fide sale at full market value or in the ordinary course of its business use the Goods.

5.5 Goods shall be deemed sold or used in the order delivered to the Customer.

5.6 Any resale by the Customer of Goods in which the property has not passed to the Customer shall (as between the Company and the Customer only) be treated as if made by the Customer as agent and trustee for the Company and the Customer shall hold on trust for the Company absolutely all the benefit of and / or rights arising under any such contract of resale.

5.7 If Goods in which property has not passed to the Customer are mixed with or incorporated into other Goods the property in those other Goods shall be held on trust by the Customer for the Company to the full extent of the sums recoverable by the Company under clause 5.2

5.8 The proceeds of sale of any Goods and any other Goods referred to in clause 5.6 and 5.7 shall be held by the Customer in trust for the Company to the extent of all sums recoverable by the Company under clause 5.2

5.9 The Customer shall keep any proceeds of sale as referred to in clause 5.8 in a separate account but in any event the Company shall have the right to trace such proceeds according to the principles in re: Halletts Estate (1880) 13 Ch D 696

5.10 The Customer assigns to the Company all rights and claims the Customer may have against its own customers and others in respect of Goods specified in clauses 5.6 and 5.7 and proceeds of sale specified in clause 5.8.

5.11 At any time prior to the property in Goods passing to the Customer (whether or not any payment to the Company is then overdue or the Customer is otherwise in breach of any obligation to the Company) the Company may (without prejudice to any other of its rights including the right to demand payment of all monies due to the Company):

5.11.1 retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so) which the Customer hereby authorises;

5.11.2 require delivery up to it of all or any part of the Goods;

5.11.3 terminate the Customer's authority to resell or use the Goods forthwith with written notice to the Customer which authority shall automatically terminate (without notice) upon any insolvency of the Customer or it going into liquidation (as defined in the Insolvency Act 1986) or it having a receiver appointed or calling a meeting of its creditors or any execution or distress being levied on Goods in its possession.

5.12 Notwithstanding that the legal and beneficial ownership in the Goods has not passed to the Customer the Company shall at all times be entitled to maintain a claim and any legal proceedings against the Customer for the price of Goods supplied by the Company to the Customer.

5.13 The Company may at any time appropriate to such indebtedness as it thinks fit sums received from the Customer notwithstanding any purported appropriation by the Customer.

5.14 Each clause and sub-clauses of this clause is separate, severable and distinct.

6. LOSS OR DAMAGE IN TRANSIT

6.1 When the price quoted includes delivery, and except where the Customer has given special instructions as to carriage or delivery and delivery has been made to the order of the Customer the Company will either repair or replace free of charge Goods damaged in transit or allow credit.

6.2 The Company shall not be responsible for damage to any of the Goods or loss of the Goods or part thereof in transit unless the Customer gives notice in writing of a claim to the Company and to the Carrier within 3 days of the date on which the Goods were delivered.

7. SHORTAGES, INCOMPLETE ORDERS, DAMAGED GOODS AND NON-DELIVERY

7.1 No claims for shortages incomplete orders or Goods differing in quantity or description from the particulars specified on the delivery note shall be made unless the Company is notified in writing within 3 days of receipt of the Goods and in the absence of such notification the Customer shall be deemed to have accepted the Goods.

7.2 No claims for non-delivery shall be made unless the Company is notified in writing within 5 days of receipt of Invoice and in the absence of such notification the Customer shall be deemed to have accepted the Goods.

7.3 If any of the Goods shall be found to be defective and such defects are reported by the Customer in writing to the Company within 14 days of discovery of the defect but in any event within 3 months of delivery of the same the Company may, subject to the provisions of Clause 9.6 below, at its option either repair or replace any part of the Goods or make an equivalent quantity of the Goods available to the Customer free of charge ex works or repay a corresponding proportion of the price to the Customer but shall not be under any liability.

8. RETURN OF THE GOODS

8.1 The Customer shall not be entitled to return Goods supplied for credit or rectification except by special arrangement confirmed by the Company in writing. Any request for the return of Goods must be accompanied by the invoice number and the date on which the Goods were delivered

8.2 The Company shall not accept returned Goods unless they are returned in their original packaging and in a clean resalable condition failing which the Company will refuse to accept or return the same to the Customer who shall remain liable for the price thereof. The Company reserves the right at its sole discretion whether to rectify the Goods or issue a credit note in respect thereof.

8.3 Except as may otherwise be provided in these Standard Conditions or as may be agreed in writing by the Company and the Customer the risk and cost of carriage and insurance in respect of all Goods returned by the Customer to the Company for service or credit shall be borne by the Customer.

8.4 A handling or re-stocking charge may be deducted from any credit allowed by the Company where it is established that the reason for the return of the Goods was not due to any error or fault on the part of the Company.

9. WARRANTIES AND LIABILITY

9.1 Goods are sold by the Company with the benefit of the manufacturer's or licensor's published warranty. The Goods are not manufactured by the Company (or where the Goods are computer software, the Company does not publish or license the software) and all Goods are subject to the conditions set out below in this clause 9.

9.2 Liability for defective Goods will only be accepted by the Company to the extent that the Company itself is entitled to make a claim against the manufacturer under the manufacturer's published terms. Certain Manufacturers warranty their goods directly with the end user, and the Company in such a case will not be obliged to issue any credit for any Goods in respect of which there has been a failure to comply with the Manufacturer's published terms and procedures. Claims for any allegedly defective Goods shall be made strictly in accordance with the provisions of Clause 9.6 below.

9.3 No liability will be accepted by the Company for any defects arising from wilful damage fair wear and tear negligence misuse abnormal working conditions failure to comply with the Company's or manufacturer's published instructions (whether oral or in writing) or any repair or modification of the Goods undertaken without the Company's prior consent.

9.4 Until the total price for the Goods is paid by the Customer the Company will be under no obligation in respect of the above warranty.

9.5 All warranties, conditions or other terms implied by common law or statute, or otherwise in connection with the sale or supply of Goods or Goods or services (save, in the case of Goods as to title) are excluded to the fullest extent permitted by law.

9.6 Upon notification by the Customer of any claim in respect of a defect in the quality or condition of the Goods the Company shall either notify the Customer whether the policy of the manufacturer of the Goods is to deal with the Customer direct in accordance with the manufacturer's procedures (in which case the Customer shall deal with the manufacturer direct provided the Company gives sufficient details to enable the Customer to do so) or provide the Customer with a "Goods Returns Note Number" ("GRN number") (in which case the Customer shall return the Goods to the Company in their original unmarked packaging together with full supporting documentation with details of the defect and GRN number and the Customer's name and address). This clause only applies to such Goods which the Customer is entitled to return to the Company as provided in these conditions.

9.7 In no event shall the Company be under any liability to the Customer whatsoever for any direct or indirect economic or financial loss or damage (including without limit any loss of profits, loss of revenue, liabilities incurred by the Customer to third parties, or additional expenses incurred or the cost of time spent) or any consequential, indirect, or special loss or damage costs expenses or other claims for consequential compensation whatsoever (including without limit loss of damage to data or loss of goodwill) incurred or suffered by the Customer and in every case howsoever caused or arising (and whether caused by the negligence of the Company, its employees or agents or otherwise).

9.8 The liability of the Company for any direct loss or damage arising from damage to property for which the Company is liable shall be limited to the VAT exclusive price of the relevant Goods in respect of which the claim for damage or loss is made.

9.9 The Company does not exclude or limit by these conditions any liability the Company may have for death or personal injury caused by its negligence.

9.10 The Company shall not be liable to the Customer for any delay or failure in performance of its obligations or be deemed to be in breach of any contract which is due to or results from any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Company's reasonable control:-

9.10.1 Delays or defaults of suppliers

9.10.2 Act of God, flood, explosion, tempest, fire, or accident to plant or equipment

9.10.3 War or threat of war, sabotage, insurrection, civil disturbance or requisition.

9.10.4 Acts restrictions regulations byelaws prohibitions or measures of any kind on the part of any governmental or parliamentary or local authority.

9.10.5 Import or Export regulations or embargoes.

9.10.6 Industrial actions including strike lock out or other or trade disputes (whether involving employees of the Company or a third party)

9.10.7 Shortages of any stock materials fuel parts or labour whether on behalf of the Company or difficulties of the Company's suppliers in obtaining any stock, materials, labour, fuel, parts or machinery.

10. INSOLVENCY & TERMINATION If :-

10.1 the Customer 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.

10.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer or

10.3 the Customer ceases or threatens to cease carrying on business or

10.4 allows execution or distress to be levied against its property or assets or

10.5 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly

then without prejudice to any other right or remedy available to the Company, and the Company's rights to exercise its rights in accordance with clause 5, the Company shall be entitled to immediately cancel the Contract or suspend or withdraw any credit terms or any further deliveries or services under the Contract without any liability to the Customer and if the Goods have been delivered and not paid for then the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. DATA PROTECTION

11.1 Data Protection Act 1998 - The Company hereby notifies the Customer, including sole trader Customers that Personal Data (as defined in the Data Protection Act 1984 or any amendment or re-enactment thereof) in respect of a Customer which is obtained in the course of any contract to which these terms and conditions relate will be held and may be used by the Company and by other members of the Group of Companies or transferred to the Company's financiers for the purpose of assessing the level of credit which should be extended to the Customer or for the purpose of obtaining sales ledger finance. The Company and or the Company's financiers will from time to time make searches with a credit reference agency, which will keep a record of that search and will share that information with other businesses. The Company will also monitor and record information relating to your trade credit performance and such records will be made available to other organisations to assess applications for credit. The information may also be used for the future marketing or related products and services unless the subject of the personal data gives the Company notice in writing to the contrary.

11.2 The Customer may obtain copies of the personal data held by the Company upon payment of the prescribed fee.

12. EXPORT RESTRICTIONS

The Customer acknowledges that United States of America ("USA") export controls and regulations apply to the transfer of Goods or other products containing any restricted products or Goods to certain restricted countries for certain restricted uses and agrees that it will not export or re-export any USA imported Goods or products in breach of any such export controls or regulations without having first obtained all necessary consents from the USA Department of Commerce's Bureau of Export Administration or other appropriate USA governmental agencies. The Customer is responsible for ensuring that it adheres to such regulations which may vary from time to time and in case of doubt should address any enquiry to the Bureau of Export Administration, United States Department of Commerce, Office of Export Licensing, Washington DC, USA 0(202) 377 4811 or the local USA Consulate.

13. GOVERNING LAW

13.1 The Contract shall be governed by and construed in accordance with English law and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.

13.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.



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