

MENTOR

DISTRIBUTION

Mentor Computer Systems Plc.

Systems House - Unit 23 - Henlow Camp Trading Estate - Henlow - Bedfordshire - SG16 6DS

Tel: 01462 814000 - Fax 01462 814333

Email - sales@mentor-distribution.com - <http://www.mentor-distribution.com>

MENTOR COMPUTER SYSTEMS PLC

CREDIT ACCOUNT

APPLICATION FORM INSTRUCTIONS

This Credit Application Form should only be completed by an authorised signatory of the business to accept our terms & conditions.

For **Non-Ltd** Companies, please enclose the following to support your application:

- Latest Profit & Loss Account (audited if available)
- Latest Balance Sheet (audited if available)
- Company Headed Paper
- Proof of Address (e.g. a current utilities bill with trading name at trading address)

Please ensure all forms are completed in full with the correct information (a signature is required on pages 4 & 6)

For **Ltd** Companies, enclosing the following would help with your application:

- Up-to-date management figures
- Latest Audited or Draft Accounts
- Company Headed Paper
- Proof of Address (e.g. a current utilities bill with trading name at trading address)

Please ensure all forms are completed in full with the correct information (a signature is required on pages 4 & 6)

" THE POWER GRAPHICS PEOPLE "



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CREDIT APPLICATION DETAILS

COMPANY DETAILS

COMPANY NAME : Trading Name (if different) : Address : Post Code
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Registered Office : (if different) Post Code
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VAT Number :

Company Registration Number :

Legal Status (Ltd, Partnership etc) :

Telephone :

Facsimile :

Web Site :

Email :

Directors/Partners/Proprietor :

If Non-Ltd, Proprietor/Partner Home Address(es) : Post Code
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BANK DETAILS

Bank Name : Address : Post Code
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Sort Code :

Account Number :

Manager :

Telephone :

CONTACT DETAILS

Accounts Payable Contact :

Direct Telephone :

Direct Facsimile :

Email :

Purchasing Contact :

Direct Telephone :

Direct Facsimile :

Email :

" THE POWER GRAPHICS PEOPLE "

- 1 **Price**
- 1.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- 1.2 Our quotations lapse after 30 days (unless otherwise agreed).
- 1.3 The price quoted excludes delivery (unless otherwise stated).
- 1.4 Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery.
- 1.5 Rates of tax and duties on the equipment will be those applying at the time of delivery.
- 1.6 At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the equipment including any changes in currency exchange rates and delivery dates or times.
- 2 **Delivery**
- 2.1 All delivery times quoted are estimates only.
- 2.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:
- 2.2.1 you may not cancel if we receive your notice after the equipment has been dispatched; and
- 2.2.2 if you cancel the contract, you can have no further claim against us under that contract.
- 2.3 If you accept delivery of the equipment after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the equipment).
- 2.4 We may deliver the equipment in instalments. Each instalment is treated as a separate contract.
- 3 **Delivery and safety**
- 3.1 We may decline to deliver if:
- 3.1.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
- 3.1.2 the premises (or the access to them) are unsuitable for the delivery vehicle.
- 4 **Delivery and risk**
- 4.1 The equipment is at your risk from the time of delivery.
- 4.2 Delivery takes place either:
- 4.2.1 at our premises (if you are collecting it or arranging carriage) or
- 4.2.2 from the time of delivery to the customer (if we are arranging carriage).
- 4.3 You must inspect the equipment on delivery. If any equipment is damaged during delivery you must immediately file a claim with the carrier and send a copy of that claim together with a full report of the damage to us within three days. Our receipt of such a claim does not constitute our acceptance of any liability.
- 4.4 You must inform us in writing within three days of the expected delivery date if any equipment is not delivered on the expected delivery date.
- 4.5 You must give us 30 days notice before the requested shipping date of any change you wish to make to the delivery schedule. We may impose a charge to reflect our increased costs if you do not do so.
- 5 **Payment terms**
- 5.1 You are to pay us in cash on delivery or otherwise in cleared funds, unless you have an approved credit account.
- 5.2 If you have an approved business credit account, payment is due no later than 30 days after the date of our invoice unless otherwise agreed in writing.
- 5.3 Our invoices are dated with the date of delivery.
- 5.4 If you fail to pay us in full on the due date:
- 5.4.1 we may suspend or cancel future deliveries;
- 5.4.2 we may cancel any discount offered to you;
- 5.4.3 you must pay us interest at a rate equivalent to that set for the purposes of s6 of the Late Payment of Commercial Debts (Interest) Act 1998:
- A) calculated (on a daily basis) from the date of our invoice until payment;
- B) compounded on the first day of each calendar month; and
- C) before and after any judgement (unless the court orders otherwise).
- 5.5 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.
- 5.6 You do not have the right to set off any money you may claim from us against anything you may owe us.
- 5.7 While you owe money to us, we have a lien on any of your property in our possession.
- 5.8 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including legal costs on an indemnity basis) following any breach by you of any of your obligations under these terms
- 6 **“All Sums” Retention of Title**
- 6.1 Until you pay all debts:
- 6.1.1 all equipment supplied by us remains our property;
- 6.1.2 you must store it so that it is clearly identifiable as our property;
- 6.1.3 you must insure it (against the risks for which a prudent owner would insure it) and hold the policy on trust for us;
- you may use the equipment and sell it in the ordinary course of your business,
Title to the goods will not pass until all sums due under any contracts have been paid. You are obligated to keep all sale proceeds of the goods in a separate fiduciary account until payment for the said goods has been made in full
Despite our all sums retention of title clause, we have the right to take legal proceedings to recover the price of equipment supplied should you not pay us by the due date.
- You are not our agent. You have no authority to make any contract on our behalf or in our name
- A) We revoke that right (by informing you in writing); or
- B) you become insolvent.
- 6.2 You must inform us (in writing) immediately if you become insolvent.
- 6.3 If your right to use and sell the equipment ends you must allow us to remove the equipment.
- 6.4 We have your permission to enter any premises where the equipment may be stored:
at any time, to inspect it and
after your right to use and sell it has ended, to remove it, using reasonable force if necessary.
- 7 **Warranties**
- Warranty periods for each product are obtainable on request.
- We warrant that the equipment:
- 7.2.1 complies with its description on the data sheet; and
is free from material defect at the time of delivery (as long as you comply with clause 4.3).
- 7.3 We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the equipment or its fitness for any purpose.
- If you believe that we have delivered equipment which is defective in materials or workmanship, you must:
- 7.4.1 inform us (in writing), with full details, as soon as possible; and
- 7.4.2 allow us to investigate (we may need access to your premises and product samples).
- 7.5 If the equipment is found to be defective in material or workmanship (following our investigations, and you have complied with those conditions (in clause 7.3) in full, we will (at our option) replace the equipment or refund the price.
- 7.6 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of equipment or its use, even if we are negligent.
- 7.7 In any event our total liability to you for all claims is limited to damages equal to the price of the equipment.
- 7.8 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

- 8 **Specification**
- 8.1 If we prepare the equipment in accordance with your specifications or instructions you must then ensure that the specifications or instructions are accurate. You must ensure that equipment prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use it.
- 9 **Return of equipment**
- 9.1 We will accept the return of equipment (except for service) from you only:
- 9.1.1 by prior arrangement (confirmed in writing);
- 9.1.2 on payment of an agreed handling charge (unless the equipment was defective when delivered); and
- 9.1.3 where the equipment is as fit for sale on its return as it was on delivery.
- 9.2 All equipment returned for service (whether in or out of warranty) must be returned under a Return Material Authorisation (RMA) obtained from us before the return. The RMA must not be written on the outside of the packaging by you and we may refuse to accept any such package received without an RMA.
- 10 **Export terms**
- 10.1 Clause 10 of these terms shall apply to exports except where inconsistent with any written agreement between us.
- 10.2 Where the equipment is supplied by us to you by way of export from the United Kingdom then the 'Incoterms' of the International Chamber of Commerce which are in force at the time of the date when the contract is made shall apply.
- 10.3 If there is any conflict between the Incoterms and the terms in these terms of trading then these terms shall prevail.
- 10.4 You are responsible for complying with any legislation or regulations governing the importation of the equipment into the country of destination and for the payment of any duties due.
- 10.5 Unless otherwise agreed between us the equipment shall be delivered F.C.A. (free carrier) at our premises and if the route to be used includes sea transport we shall be under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
- 10.6 You are responsible for arranging the testing and inspection of the equipment at our premises before shipment except where otherwise agreed. We are not liable for any defect in the equipment which would be apparent on inspection unless a claim is made before shipment.
- 10.7 Payment of all amounts due to us shall be made by as stipulated by us.
- 10.8 We shall have no liability for death or personal injury arising from the use of the equipment where the equipment is to be delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).
- 11 **Cancellation**
- 11.1 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
- 11.2 We may suspend or cancel the order, by written notice if:
- 11.2.1 you fail to pay us any money when due (under the order or otherwise);
- 11.2.2 you become insolvent;
- 11.2.3 you fail to honour your obligations under these terms.
- 11.3 You may not cancel the order unless we agree in writing (and clause 11.1 then applies).
- 12 **Waiver and variations**
- 12.1 Any waiver or variation of these terms is binding in honour only unless:
- 12.1.1 made (or recorded) in writing;
- 12.1.2 signed on behalf of each party; and
- 12.1.3 expressly stating an intention to vary these terms.
- 12.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
- 13 **Force majeure**
- 13.1 Suppose we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control. We may then cancel or suspend any of our obligations to you, without liability,
- 13.2 Examples of those circumstances include act of God, accident, explosion, fire, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
- 14 **General**
- 14.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
- 14.2 If you are more than one person, each of you has joint and several obligations under these terms
- 14.3 If any of these terms are unenforceable as drafted:
- 14.3.1 it will not affect the enforceability of any other of these terms; and
- 14.3.2 if it would be enforceable if amended, it will be treated as so amended.
- 14.4 We may treat you as insolvent if:
- 14.4.1 you are unable to pay your debts as they fall due; or
- 14.4.2 you (or any item of your property) becomes the subject of:
- A) any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements {including a moratorium} or bankruptcy);
- B) any application or proposal for any formal insolvency procedure; or
- C) any application, procedure or proposal overseas with similar effect or purpose.
- 14.5 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us.
- 14.6 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
- 14.7 No contract will create any right enforceable (by virtue of the Contracts [Rights of Third Parties] Act 1999) by any person not identified as the buyer or seller.

Data Protection Act 1998 Notice

Words shown in *italics* are defined in the Data Protection Act 1998 ("the Act").

Where I/we provide you with *personal data* ("data"), I/we understand that the data will be held securely in confidence and *processed* for the purpose of carrying out your business and associated activities ("Activities"). In considering my/our application, I/we accept that you may consult with and disclose the data to credit reference agencies, banks, credit insurers and other responsible organisations outside your business that you have nominated ("third parties"), and that such third parties may process the data. I/We understand that under the Act I/we have a right to know what data you hold on me/us if I/we apply to you in writing and pay the applicable fee.

I/We agree that you may use the data to contact me/us with details of other products and services, unless I/we have written to you objecting to you using the data for such purpose.

I/We confirm that the information given in this (Credit Account Application Form) is in all respects true and accurate. I/We confirm that I/we unconditionally accept that those terms and conditions shall be the only ones that apply to all sale contracts, which I/we may conclude with you.

AUTHORISED SIGNATURE..... POSITION.....

PRINT NAME..... DATE.....