



Global Computer Spares Ltd

Credit Application

Business Contact Information

Company Name:			
Phone:		Fax:	
Contact Name:		Email:	
Registered Company Address:			
Town:			
County:		Post Code:	
Vat Number:		Company Reg No :	
Sole proprietorship:	Partnership:	Corporation:	Other:

Business and Credit Information

Primary Business Address:			
Town:			
County:		Post Code:	
Accounts Contact:			
Phone:		Fax:	
E-mail:		Credit Amount Applying For: £	
Bank Name:		Phone:	
Bank Address:			
Town:	County:	Post Code:	
Account Number:		Sort Code:	

Business/Trade References

Company Name:			
Address:			
Town:	County:	Post Code:	
Phone:	Contact:	E-mail:	
Company Name:			
Address:			
Town:	County:	Post Code:	
Phone:	Contact:	E-mail:	

Agreement

1. All invoices are to be paid 30 days from the date of the invoice.
2. By submitting this application, you authorize Global Computer Spares Ltd. to make inquiries into the banking and business/trade references that you have supplied.
3. By signing this form you agree to our terms and conditions attached.

Signatures

Name:	Title:
Signature:	Date:/...../.....

TERMS AND CONDITIONS OF SALE

1 DEFINITIONS

In these conditions 'the Company' means **Global Computer Spares**, 'the Buyer' means any company, firm or individual or agent thereof to whom the company's quotation or acknowledgement is addressed. 'The goods' means the products (including any parts or accessories), materials and/or services to be supplied by the company.

2 QUOTATIONS

Quotations are given without commitment and no contract between the company and the buyer shall arise unless and until the company has acknowledged in writing the buyer's order, whether placed on the company's quotation or otherwise.

3 REPRESENTATIONS

The buyer shall not be entitled to rely, or to seek to rely upon any oral statement, warranty or representation made by an employee or agent of the company other than a statement warranty or representation in written form on behalf of the company.

4 PRICES

Prices contained in a quotation or similar are those ruling at the date thereof and are for guidance only. The contract price shall be the price current and agreed at the time of order placed by the buyer with the company. Unless otherwise stated prices do not include VAT which will be chargeable at the rate ruling at the date of despatch and/or performance of services.

5 DESPATCH AND DELIVERY

The buyer to acknowledge receipt of delivered goods or services by signing delivery documents and to state whether the goods are damaged or received in good condition. If the buyer cannot inspect the goods on arrival this is to be stated on the documentation that the goods are signed for in good faith unchecked.

Unless otherwise stated prices do not include delivery of any goods supplied.

Any damages, faults or shortages to be notified to the company in writing **within 24 hours of receipt** which will be from signature of delivery documentation.

6 PAYMENT

Unless expressly agreed in writing, payment shall be made without any deduction or deferment on account of any disputes or cross claims whatsoever within 30 days following the date of the invoice for the goods. Time for payment shall be of the essence and in the event of delay or default in any payment for more than 7 days the company shall be entitled to suspend deliveries and/or treat the contract as repudiated and/or resell any of the goods in its possession and be indemnified by the buyer for any loss thereby incurred.

7 PROPERTY IN GOODS

Until full payment has been made of the price of the goods and of any other sums whatsoever which are or may become outstanding from the buyer to the company, the property in the goods shall not pass to the buyer and the buyer shall keep the goods as bailee for the company (returning the same to the company upon request). The buyer shall be at liberty to sell the goods in the ordinary course of the business in the name of the buyer and as principal and not as agent for the company notwithstanding the fact that title to the goods has not then passed to the buyer but the benefit of such contract of sale and the proceeds of any such sale shall belong to the company absolutely. The buyer shall keep and safely store goods separately and in such manner as they can be readily identified as the property of the company.

8 QUALITY, CONDITION AND DESCRIPTION OF GOODS AND SERVICES

The company warrants that products, parts or materials manufactured by it will be of good materials and workmanship and that reasonable care will be employed in assembling or incorporating items not manufactured by it and in performing services so that upon the buyer giving written notice to the company that goods have not been supplied or services performed as aforesaid if the same be established and provided the buyer has not tampered with the goods the company will at its own expense or its option replace or repair such defective goods or remedy such defaults in service.

The same term shall apply mutatis mutandis, in respect of such replacement or repaired goods or remedial services.

The above warranty shall apply in respect of matters whereof the buyer gives written notice within 30 days of delivery or performance or of replacement or repaired goods or remedial services respectively after which any claim in respect thereof shall be absolutely barred. Where extended warranty periods apply the written notice period shall be extended accordingly.

Such replacement or repaired goods or remedial services will be the absolute limit of the company's liability and the company will not be liable in any circumstances whatsoever for any consequential loss or damage of any kind suffered by the buyer or any third party howsoever caused unless the same shall relate to personal injury or death and only if the same shall arise out of the company's negligence. Save as aforesaid the company shall be under no liability whatsoever in regard to goods or services or replacement or warranty which might otherwise be implied or incorporated by the contract by reason of statute or common law thereby excluded.

9 NOTICES

Unless otherwise provided in writing any written communication or notice under the contract shall be made or given by sending the same by ordinary, prepaid first class letter post in case of the company to its current address in the case of the buyer to his last known address and if so sent shall be deemed to be made or given two days after the date when posted.

10 LAW AND INTERPRETATION

The contract shall be governed by English law and the buyer shall submit to the non-exclusive jurisdiction of the English courts. If any of these conditions or any part thereof is rendered void or unenforceable by any legislation to which it is subject or by any rule of law it shall be void or unenforceable to that extent and no further. This does not affect your statutory rights.

Global Computer Spares Ltd

Registration no. 5143188

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