

# APPLICATION FOR COMMERCIAL CREDIT ACCOUNT



Tel: 01691 670960  
Fax: 01691 681017  
accounts@micro-plus.co.uk

Please complete and return to:

**Micro Plus Computers Ltd**  
**Unit 8 Trade Stop Estate**  
**Maes-y-Clawdd**  
**Oswestry,**  
**Shropshire SY10 8NU**

**Full Name of Applicant** (and trading name if different) .....

Trading Address .....

Telephone Number..... Fax Number .....

Email Address .....

Registered Office (if different from above) .....

Business Type:      Limited Company       Sole Trader       Partnership

Year Trading Started ..... If Limited Company, Registration number .....

**FOR PARTNERSHIPS ONLY**

If **Partnership** give **FULL** names (not initials) and home addresses of **ALL** partners (use separate sheet if necessary)

1) .....

2) .....

**REFERENCES**

Name, Address, Telephone Number and Contact Details of 2 principal suppliers

Supplier 1 .....

.....Average Monthly Spend £.....

Supplier 2 .....

.....Average Monthly Spend £.....

**YOUR BANK DETAILS**

Account Name.....

Name of Bank ..... Branch .....

Sort Code            Account Number

Maximum anticipated monthly credit required from us £ .....

Name of person responsible for paying the account on time .....

**DECLARATION BY APPLICANT SEEKING CREDIT**

- I am duly authorised by the applicant business to enter into this agreement on its behalf. We agree that payment of your invoices will be made strictly in accordance with the credit terms stated thereon. We recognise that if payment is not made by the date due for payment, it may result in the matter being referred to a 3<sup>rd</sup> party for recovery of the invoice debt; if so the debt will be increased to include the 3<sup>rd</sup> party's costs.
- I understand that you may authorise a search through credit reference agencies, which will keep a record of that search and may share that information with other businesses. It/they may also make enquiries about the directors/partners as applicable.
- I authorise our bankers to provide an opinion as to our suitability for the requested account.

Signed ..... Name (please print) .....

Date ..... Position .....

# GENERAL TERMS AND CONDITIONS OF SALE & SERVICES OF MICRO PLUS COMPUTERS LIMITED (THE COMPANY)

## 1. GENERAL

Quotations are made and all orders accepted subject to the following conditions, notwithstanding anything, which may be stated to the contrary on the buyers order form, or in correspondence. No terms and/or conditions, which the buyer may seek to impose, shall apply or have effect.

## 2. ORDERS

The company reserves the right at any time to refuse orders and cancel any incomplete orders to suspend delivery, due to circumstances outside its direct control. No contract shall arise between the company and the buyer unless and until the buyer has accepted these conditions either expressly in writing or verbally or by implication. The company may cancel this agreement by giving written notice in the event that:

- a) Any invoices for the sale of the companies' goods are overdue for payment
- b) The manufacturer of the goods increases the price to the company.
- c) For reasons beyond the control of the company, it is unable to effect delivery following termination of the manufacturers goods or:
- d) It is unable to effect delivery due to insufficient supply of goods from the manufacturer.

On giving such notice, the company shall promptly repay to the buyer any sums paid in respect of the price. The company shall not be liable for any loss or damage whatsoever arising from such cancellation. A charge of up to 40% of the order price will be made should the customer cancel the order without the written agreement of the company.

## 3. PRICES, PRICE LISTS AND QUOTATIONS

The prices shown in our catalogues and price lists are those ruling at the time of printing and are therefore subject to alterations without notice. Goods will be invoiced at prices ruling at the time of delivery. Quotations are made at current prices on an ex works basis and are exclusive of the costs of packaging, carriage, insurance and unloading. Quotations are for acceptance within 14 days from the date of quotation and unless accepted within that period will be deemed to have been withdrawn.

## 4. DELIVERY

The delivery period will commence on the receipt by the company of a written or verbal order, accompanied by sufficient information to enable the company to proceed with the order. The time for delivery is an estimate only and the company shall use its reasonable endeavours to supply the goods before the expected delivery date. The buyer will notify the place for delivery of the goods to the company. However the company shall have no liability in respect of failure to deliver or delay in delivery or performing the obligations under this agreement arising from any cause whatsoever, the time of the delivery shall not be of the essence.

The buyer shall inspect the goods on delivery or collection and shall within 24 hours of delivery or collection notify the company of any alleged defect in the goods. The buyer shall notify the company of any non-delivery within 24 hours from the day on which the goods were expected to be delivered or after collection. The buyer shall give the company an opportunity to inspect the goods within a reasonable time following delivery and before any use is made of them. If the buyer should fail to comply with these provisions the goods shall be conclusively presumed to be in accordance with the contract and free from defect or damage and the buyer shall be deemed to have accepted the goods. The buyer shall notify the company of any shortage of quantity or damage to the goods or any alleged failure to comply with its description within two working days of receipt. Goods, which have been damaged in transit, must be returned to the company with the original packaging kept intact for the companies' insurance purposes.

## 5. DEFECTIVE GOODS;

- a) The liability of the company is strictly limited to the replacement repair or credit to the invoiced value of the defective items at the discretion of the company. The company's maximum liability under or arising from this agreement shall be limited to the sum equivalent to the invoice price of the goods. The company shall not be liable for any claim whether arising in contract, tort or otherwise for the consequential, economic, special or other indirect loss. The buyer accepts that the limitations and exclusions set out herein are reasonable having regard to all the circumstances including, without limitations, the price of the goods.
- b) Except otherwise provided in this agreement, all warranties, representations, terms and conditions, whether expressed or implied, written or oral, are hereby expressly excluded to the full extent permitted by the law.

## 6. RETURN OF GOODS.

No goods delivered to the buyer which are in accordance with the contract will be accepted for the return without the prior written approval of the company on terms to be determined at the absolute discretion of the company. If the company agrees to accept any such goods for return, the buyer shall be liable to pay a handling charge of 30% of the invoice price. Such goods must be returned by the buyer –insured carriage paid to the company in their original packaging with all original discs and instructions, bearing a valid returns number received from the company.

The following are the standard Micro Plus Computers returns conditions where no other policy has been stipulated, items described as 'Stock' are items which are held in stock as standard and not special orders:

### Stock Hardware Returned Within 2 Days of Purchase as Unwanted

Only stock hardware returned within 2 working days of purchase as unwanted (ie. not faulty) can be refunded. It must be un-used and in perfect condition. We do not sell goods on a 'trial basis' as it would be unfair on our customers to sell returned used items as 'new'.

#### Stock Hardware Within 14 Days of Purchase which has a manufacturing fault

Replacement or Refund or Credit Note. Where items are being refunded, all original packaging must be present. For replacements, packaging must be swapped so we retain new packaging.

#### Stock Hardware 14 and 30 Days of Purchase which has a manufacturing fault

Replacement. For replacements, packaging must be swapped so we retain new packaging.

#### Stock Hardware over 30 Days from Purchase Date and within manufacturers warranty

We will send the item back to the manufacturer on behalf of the customer for replacement or repair at the discretion of the manufacturer under the terms of the manufacturer's warranty. This may take up to 28 days.

#### Special Order Hardware within 14 days of Purchase which has a manufacturing fault

All special order hardware must be returned to the manufacturer for replacement or repair at the discretion of the manufacturer. We cannot refund special order hardware unless this is approved by the manufacturer or distributor.

#### Stock Software which has a media manufacturing fault

Software can only be returned within 14 days of purchase and only if there is a manufacturing fault. In such cases software will be swapped for the same title. Only if the software manufacturer authorises a money back guarantee can these terms be altered.

#### Special Order Software which has a manufacturing fault

If Software which has been specially ordered is found to have a manufacturing fault within 14 days of purchase then a replacement will be ordered. Only if the software manufacturer authorises a money back guarantee can these terms be altered.

#### Returning Special Order Hardware or Software Products Which Are Not Faulty

These can only be returned if they are unused and the return is approved by the manufacturer or distributor. Packaging must be complete and in perfect condition. In such circumstances there will always be a re-stocking fee which is usually around 30% of the retail price.

## 7. GUARANTEE

Unless otherwise stated on the invoice the goods are guaranteed for 365 days from the date of purchase against faulty materials or workmanship. Software media only is guaranteed against faulty manufacturing for 7 days from date of purchase. During this period they will be repaired, replaced or have parts replaced provided that:

- a) The product was purchased by the buyer.
- b) The product has not been misused or handled carelessly.
- c) The product is returned to the company with evidence of a purchase date.
- d) Repairs have not been attempted by anyone other than by the companies authorized service staff.
- e) The product is certified by the company to be defective.
- f) Goods are returned by the buyer – insured carriage paid to the company in their original packaging.
- g) A valid returns number is received from the company and displayed on the outside of the packaging.

The company reserves the right to charge a testing fee of £25 where goods returned as faulty are found to be in good working order. Any product submitted for repair or returned as faulty found to contain any computer virus will be subject to a charge.

This guarantee does not confer any other rights other than those expressly set out in the above and does not cover any claims for consequential loss or damage, this guarantee is offered as an extra benefit and does not affect your statutory rights.

## 8. PAYMENT

Payment terms are as agreed at the time of the order. When granted by the company, credit terms are 30 days net from the date of the invoice and may be withdrawn at the discretion of the company. Time for payment shall be deemed to be the essence of the contract and payment shall be made in accordance with the agreed terms in full without any right of set off, deduction or withholding whatsoever. The company reserves the right to charge interest on any outstanding balances at the current base rate of Barclays Bank Plc + 3% until full payment has been received. The company reserve the right to charge £20 for all unpaid items either returned or represented at the companies bank. Any outstanding account balance will become immediately due for payment.

## 9. TITLE

Legal and beneficial title in the goods shall remain in the company and the buyer shall hold the goods in a fiduciary capacity as bailee of the company until such time as payment in full has been received by the company for the goods and all sums due to the company by the buyer under all agreements between them. Risk in the goods shall pass on the delivery to the buyer. The company shall be entitled to recover from the buyer any goods for which payment has not been received when due, and enter upon the premises of the buyer where the goods are situated or any reasonably thought to be situated to repossess such goods. Where the buyer has purported to re - sell the goods before the property in them has passed to him, the proceeds of such purported re - sale shall be held in trust for the company in the name of the company in a bank account separate from all monies of the buyer.

## 10. FACTORING, INVOICE DISCOUNTING.

Where the buyer uses lease rental, banking facilities, or factoring or invoice discounting companies, which involve the selling of debtors or using debtors as security, the buyer must notify the factoring or invoice discounting company of the companies interest in the purported resale of the goods, specifically that title in the goods has not passed until the company's invoice has been paid in full.

## 11. UNCOLLECTED REPAIRS.

Title of all uncollected repaired/evaluated products will pass to Micro Plus Computers if uncollected within 30 days of notification of readiness for collection. In this situation a disposal fee will be incurred by the customer.

## 12. BUSINESS HOURS

Standard business hours are Monday – Friday 9:00 AM to 5:30 PM. Out of hours support may be available but is not implied. MICRO PLUS COMPUTERS observes all public holidays. Services outside of standard business hours may incur additional fees.

## 13. RELEASE OF LIABILITY

The client agrees to release and hold harmless Micro Plus Computers from any and all liability associated with the performance of service or the provision of parts, and acknowledges also that Micro Plus Computers offers no explicit or implied warranty or guarantee on services performed or parts provided, other than the manufacturer's warranty. The client acknowledges that due to the nature of the services being performed, there is potential risk of damage or loss including, but not limited to, damage to client's computer hardware, cabling, hubs, routers, switches, peripherals, accessories, and furniture, as well as potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media. It is the client's responsibility in all cases to ensure they have current backup of all data and settings at all times. Micro Plus Computers are NOT liable for any client data, though reasonable steps will be taken to ensure data is protected wherever practicable. The client agrees to release and hold harmless Micro Plus Computers from all liability for damage or loss as well as any incidental or consequential material or financial damage or loss that may result from the actions of Micro Plus Computers, its agents or service representatives. The client grants Micro Plus Computers, its agents and service representatives, access and permission to physically disassemble any and all computer systems, components, networks, cabling, hubs, routers, switches, peripherals, and accessories. The client grants Micro Plus Computers, its agents and service representatives, access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate client's computer software, applications, data, and data storage media including, but not limited to, the computer Operating System, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on client's computer system or network.

The client grants Micro Plus Computers, its agents and service representatives, permission to physically access client's home or office property where client's computer system and/or network reside. The client grants Micro Plus Computers, its agents and service representatives, permission to perform modification to the client's home or office property for the purpose of installing or troubleshooting computer and/or networking hardware, cabling, hubs, routers, switches or peripherals. Modification may include such practices as drilling through or disassembling furniture, walls, floors, carpet or trim, laying and removing cabling and devices including affixing cabling and devices to furniture, walls, floors, or trim, using nails, screws, staples, hangers, or plastic ties. The client grants Micro Plus Computers, its agents and service representatives, permission to download and/or install software on client's computer and/or network, including but not limited to, virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by the client. The client will supply legal media for all requested software installed and agrees that it will be bound by the licenses agreement once the package is opened or its seal broken. Micro Plus Computers does not warrant any software under this agreement. Warranties, if any, for the software are contained in the license agreement that governs its purchase and use. The client grants Micro Plus Computers, its agents and service representatives, permission to install hardware in client's computer and/or network, including but not limited to, memory chips, processor chips, cooling fans, batteries, hard drives, tape drives, storage devices, modem and communication devices, audio and video cards, network interface cards, hubs, routers, switches, printers, scanners, cables, and any other hardware requested to be installed by the client.

The client is responsible for data backups on systems prior to Micro Plus Computers performing any work on client's systems. Micro Plus Computers strongly recommends that the client safeguard critical data by backing up said data prior to any services performed by Micro Plus Computers. This document constitutes the entire agreement between the client and Micro Plus Computers. No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing.