## **CREDIT ACCOUNT APPLICATION FORM**



Company Name:			
Trading Name (if different):			
Address:			
		Post Code:	
Tel:		Fax:	
Email:		Web:	
Company Registration No: VAT No:			
Details of Directors or Partners			
Name:		Address:	
Name:		Address:	
Name:		Address:	
And the second of the second o	/Doute and in /l insite of October	/DI O	
Are you a Sole Proprietor/Partnership/Limited Company/PLC  Registered Office Address:(If different from trading address)			
Registered Office Address:	:(If different from trading addr	ess)	
Vegre Trading:	Last Voars Turnover: £		Date of Year End
			Email:
			Email:
Trade References			
Name:			
Name:			
Address:			
Te	el:	Credit Limit: £	
Amount of credit requested: £			
We hereby request credit account facilities with Security Dynamics (Europe) Ltd & agree to their Standard Terms &			
Conditions of Sale	The second of the second	., _ , (Lui	
Signature:		Full Name:	
Position:		Date:	

TEL: 020 8810 8830 FAX: 020 8810 8890

Please attach a company letterhead when returning this form.

## TERMS AND CONDITIONS OF SALE

Orders are only accepted from the 'Purchaser' subject to the Terms and Conditions of Sale of Security Dynamics (Europe) Ltd hereinafter called the 'Supplier': as detailed below.

- 1. PRICES: Prices charged will, unless otherwise specified, be those ruling at the date of order acceptance. Quantity rates will apply only to each individual order and each delivery. Orders and deliveries may not be aggregated to obtain quantity rates. Prices quoted are exclusive of Value Added Tax. All prices quoted and charged are subject to payment being made within the terms agreed.
- 2. ORDERS: All orders shall be subject to the Purchasers credit worthiness as determined by the Supplier. The Supplier may at sole discretion limit, modify or cancel the credit of the Purchaser both as to time and amount, and the Supplier shall have the right to cancel any orders placed by the Purchaser or refuse or delay shipment if the Purchaser shall fail to meet payment schedules or other credit financial requirements established by the Supplier from time to time. Such cancellation, refusal or delay shall not constitute termination or breach of any order, contract or agreement by the Supplier.
- 3. SHIPMENT: Shipment will only be made by the method of the Supplier's choice and be made only to any of the Purchaser's permanent business addresses unless otherwise agreed. Every effort will be made to effect delivery on the dates or to any programme of dates agreed but no guarantee of delivery dates can be given and time is not of the essence of the contract for delivery. Failure in any one delivery shall not invalidate the contract as to the remaining deliveries, if any.
- 4. PAYMENTS: The time within which the Purchaser is to pay for the goods shall be of the essence of this contract and in the event that the Purchaser shall fail to make payment by the due date all sums due to the Supplier from the Purchaser under this or any other contract for the supply of goods shall forthwith become due and payable to the Purchaser. All accounts are payable on demand. In the absence of demand, payment in full for the goods supplied, shall be made by the Purchaser to the Supplier on or before the last day of the month immediately following the month in which the Purchasers invoice is dated. In the event of payment being made by cheque such payment shall not deemed to have been made until such cheque be honoured. The Supplier reserves the right to charge the Purchaser for the costs levied by the Suppliers bank for the processing of cheques that require representation or remain unpaid. Such costs to be as published from time to time by HSBC Bank PLC plus 100% administration fee. The Supplier shall be entitled to charge interest at the rate of 5% over the bank base rate per annum, pro rata upon all overdue balances. The Purchaser shall not be entitled to withhold, suspend or set off payment for goods delivered for any reason whatsoever.
- 5. TITLE TO THE GOODS: Legal title of all Goods at any time sold by the Supplier to the Purchaser shall remain with the Supplier and shall not pass to the Purchaser until the later of:
- a) The date upon which the Purchaser pays to the Supplier the full amount of any monies owed on or in connection with those Goods, and b) The date upon which the Purchaser has discharged all debts and obligations of any kind to the Supplier whether incurred before or after the purchase of the Goods.
- 6. WARRANTY: All product warranty applies only to the first customer purchase from the Supplier and where the goods are covered by warranty the terms of such warranty shall be deemed to be part of these conditions. The Supplier warrants all goods to be free from defects in material and workmanship under normal use provided the goods have been operated in accordance with the instruction manual and no responsibility is assumed for incidental or consequential damages by reason of any warranty expressed or implied. The commencement date for all warranties is the date of delivery to the Purchaser from the Supplier.
- 7. CLAIMS: Any shortages, discrepancies or damages to the goods delivered must be notified in writing within three working days of the delivery date. If the Purchaser fails to give notice or to report in accordance with these terms, then the goods of the quality and quantity specified in the contract shall deemed to have been delivered to the Purchaser.
- 8. RETURNS: Returns for credit are at the Suppliers discretion and is subject to a re-stocking charge of 25% of the invoice value.
- 9. FORCE MAJEURE: The Supplier shall not be responsible or liable for its failure to perform its obligation if such failure is beyond the control of the Supplier, whether caused by acts of god, unavailability or shortages of material or energy necessary to produce and or deliver goods by usual modes of transportation, fire, flood, war, embargo, strikes, labour disputes, explosions, riots, of laws, rule, regulations, restrictions or orders of any governmental authority, or any other cause beyond the control of the Supplier or its suppliers.
- 10. ARBITRATION: Arbitration in the event of any dispute not settled by the parties shall be submitted in London in accordance with English Law including statute Law.



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