



Tomorrows Office

Leeds Premier provider of tomorrow's computer, voice, data and infrastructure management systems.

Credit Application form

Please Note

This is a standard document for opening a credit account with Marcus Ltd T/A Tomorrows Office. Please ensure you complete the form in full taking care to sign the bottom of page 2 (credit application) and page 6 (Conditions of sale). Please return this completed document to us either by faxing it to:

0113 2362828

or posting to

**Credit Applications
Tomorrows Office
62 Bagley Lane
Farsley
Leeds
LS28 5LY**

On receipt of this completed document the procedure will take 2-3 working days; delays maybe incurred if the trade references do not return the information back to us.



CREDIT APPLICATION

Company Name: _____

Company Address: _____

Telephone: _____

Fax: _____

Financial Director: _____

Accounts: _____

Company Reg. No.: _____

Type of Business _____

Date Established: _____

VAT No. _____

Bank Name: _____

Bank Address: _____

Account Number: _____

Sort Code: _____

TRADE REFERENCES

1.

2.

Company Name _____

Company Address _____

Telephone No.: _____

Contact Name: _____

Monthly Credit Required _____

On behalf of the above Company, I accept that the terms and conditions supplied will apply to all goods and services to be supplied by Marcus Ltd. Payment terms strictly nett monthly.

Signed _____ Print _____ Date _____

STANDARD CONDITIONS OF SALE

1. DEFINITIONS

- 1.1. "Buyer" means the person who buys or agrees to buy the products from the Seller.
- 1.2. "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3. "Delivery Date" means the date specified by the Seller when the products are to be delivered.
- 1.4. "Products" means the Computer products which the Buyer agrees to buy from the Seller.
- 1.5. "Price" means the price for the Products excluding carriage, packing, insurance and V.A.T.
- 1.6. "Seller" means Marcus Ltd. (Trading as Tomorrow's Office) of 62 Bagley Lane, Farsley, Leeds, LS28 7YY.

2. CONDITIONS APPLICABLE

- 2.1. These conditions shall apply to all contracts for the sale of Products by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2. All orders for Products shall be deemed to be an offer by the Buyer to purchase Products pursuant to these conditions.
- 2.3. Acceptance of delivery of the Products shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.
- 2.4. Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller, acting by its Managing Director or some other person authorised in writing by him.
- 2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.6. If any provision of these conditions is held by any competent authority or Court to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of these provisions in question shall not be affected.

3. THE PRICE AND PAYMENT

- 3.1. The Price shall be the price stipulated in the Seller's published price list current at the date of delivery of the Products. The Price is exclusive of V.A.T. which shall be due at the rate ruling on the date of the Seller's invoice. In the event of any increase in the cost to the Seller of raw materials, labour, overheads, or any increase in taxes or duties, or any variation in exchange rate the Seller may increase the price payable under this contract.
- 3.2. Payment of the price, carriage and V.A.T shall be due at the time of shipping of the Products, unless otherwise agreed by the seller in writing. Time for payment shall be of the essence. If the Buyer has not paid the Price once the goods have been delivered the Seller may bring an action for the price even though property in the Products has not passed to the Buyer. The Buyer will pay the price in full without any discount (except any discount allowed by these terms) deduction, set off or abatement on any ground.
- 3.3. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Barclay's Bank pic's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

4. THE PRODUCTS

- 4.1. The quantity and description of the Products shall be as set out in the Seller's quotation.
- 4.2. The Seller reserves the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory requirement or, where the Products are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

- 4.3. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation .

5. WARRANTIES AND LIABILITY

- 5.1. The Seller warrants that the Products will be free from defects in materials and workmanship for a period of 12 months from the Delivery Date ("the Warranty Period"). If the Buyer returns to the Seller any Products which the Buyer claims are in breach of this Warranty not later than the expiry of the Warranty Period and in accordance with clause 5.2 the Seller shall at its own expense and within a reasonable time of receiving those Products consider the Buyers claim and if the Seller determines that the products returned by the Buyer breach this Warranty repair, or at its option, replace the Products or such parts of the Products as are defective.
- 5.2. In the event of any claim under any of the foregoing warranties or under any condition or warranty implied by law or under any other express condition warranty or guarantee the following conditions shall apply:
- 5.2.1. The Company will require a reasonable period of time to carry out any repair or replacement.
- 5.2.2. Replaced items will become the property of the Company.
- 5.2.3. Time is not of the essence.
- 5.3. The Buyer is responsible for the cost of transporting defective Products to the Seller's workshop for repair or replacement. When returning Products the Buyer must quote a Return Material Authorisation (RMA) number on the packaging (which can be obtained from the Seller) and provide a written description of the defect which the Buyer claims is covered by the warranty. If the buyer does not comply with this procedure the Seller shall have no obligation to consider the Buyer's claim for breach of the warranty and may make a handling charge for any warranty claims which are considered.
- 5.4. The warranty contained in clause 5.1 is contingent on the proper use of the Products by the Buyer and does not cover any part of the Products which have been modified without the Seller's prior written consent or which has been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered. Nor will that warranty apply if repair or parts replacement is required as a result of causes other than ordinary use including without limitation accident, hazard, misuse or failure or fluctuation of electrical power, air conditioning, humidity control, transportation or other causes other than ordinary use.
- 5.5. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Products and whether implied by statute or common law or otherwise are excluded.
- 5.6. In any event, and despite anything contained in these conditions, in no circumstances shall the Seller be liable, in contract, tort (including negligence or breach of statutory duties) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses, (ii) for any loss of profit, business, contracts, revenues, or anticipated savings, or (iii) for any special indirect or consequential damage of any nature whatsoever.
- 5.7. The Customer's remedies in respect of any claim under the foregoing express warranty or any other claim in respect of the goods or any workmanship in relation thereto (whether or not involving negligence on the part of the Company) shall in relation to goods of the Company's manufacture be limited to repair replacement or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the warranty period.
- 5.8. Where the contract is for or includes the supply of labour or services, the Company gives no guarantee or warranty in respect of such work save that it will carry out the work in accordance with the contract and, subject to availability of labour and facilities, will endeavour to correct any faults or defects attributable to the Company.
- 5.9. The Company shall not be held liable for loss or corruption of software programs and data stored on customers' machines, hard drives, tapes, CDs or disks brought in for repair or upgrading.
- 5.10. The Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.
- 5.11. The Warranty contained in clause 5.1 is for the benefit of the Buyer only.

6. DELIVERY OF THE PRODUCTS

- 6.1. Delivery of the Products shall be made by the Buyer collecting the Products at the Seller's premises at any time after the Seller has notified the Buyer that the Products are ready for collection or, if some other place for delivery is agreed by the Seller delivering the Products to that place.
- 6.2. In the case of goods sold to a customer based in the U.K. or in the case of services to be performed in the U.K. the delivery or performance dates specified in a contract to be performed in the United Kingdom are approximate only and, unless otherwise expressly stated, time is not of the essence. Delivery dates and times are dependant upon the Customer providing such information and facilities as the Company requires to perform the contract. The Company will not be liable in any circumstances for the consequences of any delay in performing the contract if the duration of the delay is not substantial or if the delay or failure is due to act of God, fire, inclement or exceptional weather conditions, industrial action (whether by the Company's or others' employees), or intervention (whether or not having the force of law) or any other cause whatever beyond the Company's control or of an unexpected or exceptional nature.
- 6.3. In all other cases, time for delivery or performance of the contract shall not be of the essence, unless expressly stated in the contract, and the Company shall not be liable in any circumstances for the consequences of any delay or failure in performing of the contract.
- 6.4. Where the contract specified the payment of liquidated damages for the delay in or failure of delivery or performance thereof, the foregoing paragraphs of this condition shall not apply and the payment by the Company of liquidated damages shall be in full and final settlement of all liability howsoever arising as a result of any such delay in or failure in delivery or performance.
- 6.5. No delay shall entitle the Customer to repudiate the contract or to reject any goods or any instalment or part of the order or any other order from the Customer.
- 6.6. The Company cannot undertake to meet any schedule of Customer's requirements supplied after the date of the contract and will have no liability whatsoever for delay in meeting or failure to meet all or any of such requirements (howsoever such failure or delay may arise) unless and to the extent that the Company expressly agrees to meet such requirements, in which event the above paragraphs of this condition shall apply.

7. ACCEPTANCE OF THE PRODUCTS

- 7.1. The Buyer shall be deemed to have accepted the Products 5 working days after delivery to the Buyer.
- 7.2. After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the contract.

8. TITLE AND RISK

- 8.1. Risk of damage to or loss of the Products shall pass to the Buyer -
 - 8.1.1. In the case of Products to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Products are available for collection; or
 - 8.1.2. In the case of Products to be delivered otherwise than at the Seller's premises, at the date of delivery or, if the Buyer wrongfully fails to take delivery of the Products the time when the Seller has tendered delivery of the Products.
- 8.2. Despite delivery and the passing of risk in the Products, or any other provision of these conditions, the property in the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price and the price for all other products agreed to be sold by the Seller to the Buyer for which payment is then due.
- 8.3. Until the property in the Products passes to the Buyer, the Buyer shall hold the Products as the Seller's fiduciary agent and bailee and shall keep the Products separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to re-sell or use the Products in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from the money or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

- 8.4. Until the property in the Products passes to the Buyer (and provided the Products are still in existence and have not been re-sold), the Seller shall be entitled at any time to require the Buyer to deliver up the Products to the Seller and, if the Buyer fails to do so immediately, to enter upon any premises of the Buyer or any third party where the Products are stored and repossess the Products
- 8.5. The Buyer shall not be entitled to pledge or in anyway charge by way of security for any indebtedness any of the Products which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy on the Seller) immediately become due and payable.

9. REMEDIES OF BUYER

- 9.1. Where the Buyer rejects any Products then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of those Products or the failure by the Seller to supply products which conform to the contract of sale.
- 9.2. Where the Buyer accepted any Products then the Seller shall have no liability whatever to the Buyer in respect of those Products.

10. INSOLVENCY OF BUYER

- 10.1. his clause applies if
 - 10.1.1. The Buyer 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); or
 - 10.1.2. An encumbrancer takes possession. Or a receiver is appointed. Of any of the property or assets of the Buyer; or
 - 10.1.3. The Buyer ceases, or threatens to cease, to carry on business; or
 - 10.1.4. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 10.2. if this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, and if the Products have been delivered but not paid for the price shall become immediately due and payable that despite any previous arrangement or agreement to the contrary.

11. GENERAL

- 11.1. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control and that party shall be entitled to a reasonable extension of time for the performance of its obligations.
- 11.2. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 11.3. Each party agrees to treat as confidential and not to divulge to any third party without the prior written consent of the other, details of the other's business operations, proprietary rights and techniques, contemplated new products and customer lists. This obligation does not relate to information which is or becomes public knowledge through no fault of either party or has been properly obtained from a third party lawfully entitled to possess the information.

12. PROPER LAW OF CONTRACT

- 12.1. This contract is subject to the law of England and Wales.

Name of Company:

Signed and Agreed By:

**Position held in
Company:
Date:**
