



CREDIT APPLICATION

Tempura House, Prisma Park, Berrington Way, Basingstoke, Hampshire RG24 8GT Telephone 0844 736 4040 Fax: 0844 736 4041 sales@tempurauk.net

Tempura Communications Ltd

www.tempurauk.net

Official Trading Name & Address
.....
Tel:..... Fax:.....
Company Registration No.
Please list your Directors
.....
If a subsidiary, please name ultimate parent Co.
.....
If not a Ltd company, please list name(s) of proprietor(s)
.....
Delivery Address, if different from above
.....
Address to which invoices should be sent
.....

Amount of anticipated turnover with Tempura (incl.VAT)
£.....
Amount of credit requested
.....
Name of contact in your accounts department
.....
Tel: Fax:.....
PLEASE ENCLOSE A SET OF YOUR LATEST AUDITED ACCOUNTS WITH A COPY OF YOUR COMPANY'S LETTER HEADED PAPER.
Full Name & Address of your Bank
.....
Tel: Fax:.....
Name & Address of your Trade Reference #1
.....
Tel: Fax:.....
Name & Address of your Trade Reference #2
.....
Tel: Fax:

Tempura Communications Ltd
Registered in England
Number 03690731
Registered Office
Tempura House, Prisma Park, Berrington Way,
Basingstoke, Hampshire. RG24 8GT

I have read, understood and agree to the Terms and Conditions (see overleaf and attached sheet) which will be incorporated in all contracts for the sale of goods and services between us.

Signed:.....
Please Print:
duly authorised for and on behalf of
Company
Position:
Date:

TEMPURA COMMUNICATIONS LTD -RESELLER CONDITIONS OF SALE

1 DEFINITIONS

1.1 “Conditions of Sale” these reseller conditions of sale and any special terms which may be agreed in writing with you under clause 2.1.

- 1.2 “Goods” the goods or any of them (including any part delivery), which we are to supply in accordance with these Conditions of Sale
- 1.3 “we” and “us” Tempura Communications Ltd of Tempura House, Prisma Park, Berrington Way, Basingstoke, Hants. RG24 8GT
- 1.4 “you” the person who accepts our quotation for the sale of the Goods or whose order for the Goods we accept in accordance with these Conditions of Sale.

2 BASIS OF THE SALE

- 2.1 We shall sell and you shall purchase the goods in accordance with any quotation from us which is acceptable by you, or any order from you which is accepted by us, subject on either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by you.
- 2.2 These Conditions of Sale are the only conditions on which we will sell the Goods to you. These Conditions of Sale may not be varied except by agreement in writing signed by your and our authorised representatives.
- 2.3 Our employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing. In entering into this contract you acknowledge that you do not rely on any representations which are not so confirmed. Accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.4 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 us shall be subject to correction without any liability on our part.

3 PRICE

- 3.1 The price of the Goods will be our quoted price, but where no price has been quoted, the price will be our published list price at the time of delivery.
- 3.2 The price excludes VAT and delivery charges, which you must pay to us in addition to the price and any charges payable under clause 4.4.
- 3.3 Where there is an increase in the cost to us of the Goods between the date of our quotation and the date of delivery, we reserve the right to increase the price of the Goods to reflect the increased cost to us of the Goods.

4 PAYMENT

- 4.1 Where you have opened a credit account with us you will pay us in full, without any set-off or deduction, in cash or in cleared funds, within the time period specified on the face of our invoice, notwithstanding that delivery may not have taken place and the property in the goods has not yet passed to you. The time of payment of the price shall be of the essence of the contract. All payments will become immediately due on termination. If either you do not have a credit account with us or are in default of the terms of any agreement between us then we expect cash with order. We will not deliver the Goods until we have received payment in full in cleared effects.
- 4.2 If you do not pay us in full within that time we reserve the right:
- 4.2.1 to charge interest on the amount unpaid at a rate of 4% above the base rate of Barclays Bank plc from time to time enforce; and/or
- 4.2.2 to suspend delivery of any other orders or Goods or installments of them.
- 4.3 We may invoice you for the price of all the Goods in an order at any time on or after all or any installment of the Goods have been delivered in accordance with clause 5.1. Our invoice will include our charges for delivery of the relevant Goods. At our option we may invoice separately for each installment.
- 4.4 We reserve the right to make a charge to cover our extra expenses where you pay by any means other than in cash or in cleared funds. In particular, where credit card, Amex or a Cheque Guarantee Service is used.
- 4.5 We reserve our rights under the late Payment of commercial Debts (interest) Act 1998 in relation to late payment

5 DELIVERY

- 5.1 We may, at our option, either:
- 5.1.1 arrange for transport of the Goods to your address, or such other address as you tell us, in mainland UK. In that case delivery will be deemed to take place when the Goods are tendered at that address; or
- 5.1.2 require you to collect the Goods from us, in which case delivery will take place when we notify you that the Goods are available for collection.
- 5.2 If we arrange for transport of the Goods as per clause 5.1.1, and the Goods are tendered at that address but you fail to take delivery of them, then as well as any other rights we may have, we may store the Goods, and charge you for storage until you collect them. After a period of one month we may sell the Goods and sue you for our loss of profit on the sale of the Goods.
- 5.3 If we agree that you can pay by credit card, we will be under no obligation to deliver the Goods to an address other than that recorded by the credit card issuer as being the address of the credit card holder.
- 5.4 Any dates that we give you for delivery will be approximate only. We will not be liable for delays in delivery, however they are caused. Time for delivery shall not be of the essence unless previously agreed by us in writing. We may deliver the Goods by installments. If we have agreed with you that delivery will be by installments each delivery will be a separate contract and any failure to deliver any installments will not allow you to treat our contract as a whole with you as repudiated.
- 5.5 On delivery you should immediately check the delivered Goods. It can be very difficult for us to investigate claims of shortages or damaged Goods unless we are told of them immediately. It is therefore in your interest to notify us of problems with delivery as soon as possible. If you choose not to examine the goods before accepting them from our courier, you must sign for the delivery as being received “Unexamined” If you sign for the goods on delivery as being the correct quantity and received in good condition without having checked them first but then you find they are not of the correct quantity or in good condition then you will have waived your right to claim against us for damage in transit where such shortages or damage were readily ascertainable at the time of delivery by checking the Goods, or if you do not sign for the goods as “Unexamined”. In any event we accept no liability for shortages, incorrect or damaged deliveries unless we are notified of them within 48 hours of delivery.
- 5.6 Subject to the exclusion of liability in Clause 5.5 above we will replace at our cost any Goods found to have been damaged in transit, make up any verified shortages and correct any Incorrect deliveries provided you return the incorrectly sent Goods to us in a complete and undamaged condition in their original packaging, enabling us to resell them without repackaging them. Your obligations and the limitation of liability under this clause remain the same even if we are to deliver the Goods directly to a third party at your request. You should alert that party to this provision.

6 RISK AND PROPERTY

- 6.1 Risk passes on delivery of the Goods.
- 6.2 Property in the Goods will not pass to you until we have received full payment from you (in accordance with clause 4) for all payments you owe us at that time on any contract between us. Notwithstanding that property in the Goods has not passed we may sue you for the price of the Goods.
- 6.3 You can resell the Goods in the usual course of your business, but until this is done or property passes to you, you shall hold the goods as our fiduciary agent and bailee. You shall account to us for the proceeds of sale or otherwise of the goods, including insurance proceeds and keep any proceeds separate from any other moneys belonging to you. You must keep the Goods separate from those belonging to anyone else and keep them clearly labeled as belonging to us. You must immediately deliver up the Goods to us on demand. If you do not do so, we can enter your premises or any other place where the Goods are stored, at any time without notice to repossess them.

7 WARRANTIES

- 7.1 Generally we are unaware of what your customers will be using the Goods/Services for. You will be able to ascertain your customer's requirements. We cannot therefore accept any liability for fitness for purpose of the Goods. Many of the products that we sell come with manufacturers' warranties and in many cases extended product warranties are available. All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.2 We will, so far as possible, pass on the benefit of the Manufacturers' warranties and guarantees for the Goods. These vary from product to product. Copies of the warranties are available before you make your purchase. We give no warranty as to the quality of the Goods ourselves. The procedure that must be followed for claims in respect of allegedly defective Goods is set out in clause 8 below. In order to make a claim under this clause the Goods in question must be returned to us in accordance with clause 8 no later than 28 days after delivery.
- 7.3 Except in respect of liability for personal injury or death caused by our negligence, our liability will not exceed the price of the Goods and we will not be liable for any consequential or indirect loss or damage. Without limiting these general words, examples of this would be loss of profits or anticipated savings.
- 7.4 In particular, we will not be liable to you or be deemed to be in breach of contract by reason of any delay in performing this contract, or failure to perform, if the delay or failure was due to circumstances beyond our reasonable control. Without limiting these general words, examples of this include: Acts of God, explosion, flood, storms, fire or accident, war, civil disturbances, government restrictions, import or export restrictions, strikes and other industrial action, difficulties in obtaining raw materials, parts, machinery or labour, power failure or breakdown in machinery.

8 RETURNS

- 8.1 If you think that you could have a claim under clause 7 you must contact us to obtain a Returns Material Authorisation ("RMA") number. We will ask you to run a series of checks on the Goods before we give you a RMA number and you agree to carry out these checks.
- 8.2 Once you have a RMA number you must return the Goods to us within 14 days at your expense. They must be returned to us complete with all packaging, manuals and cabling etc. We will at our option, either return them to the manufacturer for them to test the Goods or we will test them ourselves. In the event we opt to return the Goods to the manufacturer we will have no obligation to replace the Goods or refund any monies unless or until we have received a replacement or refund from the manufacturer. If we find the Goods to be faulty through testing them, then we may at our option either repair the Goods, refund the purchase price or provide you with new or similar Goods. If the Goods are returned to us incomplete, we reserve the right to make a charge to you in respect of this.
- 8.3 We will have no obligation to accept returned Goods except under the terms of clause 7.2. If you want to return Goods for any other reason please contact us and we will consider your request. If we allow you to make a return under this clause we will make an administration charge for doing so. Any refund that you may receive will be subject to a deduction if, on receipt of the returned Goods, we find it to be incomplete, damaged or unacceptably worn. If you return Goods without an RMA number, we will notify you and store them for up to 28 days at your cost and risk, then they will be sold or destroyed. We will be entitled to any sale proceeds to set off against our storage charges and any other sums then due to us on any account between us.

9 GENERAL

- 9.1 If any of the following events happen:
- 9.1.1 you make a voluntary arrangement with your creditors or (being an individual or a firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or
- 9.1.2 an encumbrance takes possession, or a receiver is appointed, of any of your assets, or
- 9.1.3 you cease or threaten to cease to carry on business, or
- 9.1.4 you exceed or threaten to exceed the credit limit that we have provided you with, or
- 9.1.5 we reasonably apprehend that any of the events mentioned above is about to occur, and notify you accordingly, then, without prejudice to any other rights or remedies available to us, we may cancel this contract or suspend any further deliveries under this contract without any liability to you, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous arrangement to the contrary.
- 9.2 This contract is subject to the laws of England and Wales and the parties submit to the jurisdiction of the English courts.
- 9.3 Any waiver or forbearance or failure on our part in insisting upon the performance of any provisions of this contract is not to be construed as a waiver of any subsequent breach of the same or any other provision.

10 TECHNICAL SUPPORT

- 10.1 We will provide after sales technical support to you to the extent that we feel reasonable, in view of the fact that you are holding yourself out to be a reseller of the Goods in question, and thus reasonably knowledgeable in their use and capabilities.
- 10.2 Before we provide any after sales technical support, we may, require you to provide any or all of the following information:
- 10.2.1 date of purchase;
- 10.2.2 our invoice number;
- 10.2.3 our sales order number;
- 10.2.4 product serial number.
- Such information will be used to verify that the Goods in question were purchased from us.
- 10.3 The provision of technical support will be to you, our direct customer, only. We will not provide support direct to your customers without prior agreement. You will not inform your customers that they may contact our technical support department without our prior written agreement.
- 10.4 In any event we will only provide after sales technical support to you for a period of 3 months from the date of delivery of the Goods in question to you