



Spire Technology Limited
5 Black Moor Road
Ebblake Industrial Estate
Verwood
Dorset
BH31 6AX

Sole Trader / Partnership Account Application

Please ensure all 3 pages are completed and signed where required.

Accounts Department

Tel:(01202) 821300

Fax:(01202) 810350

VAT No: 541 8952 25 Reg No: 2447513

1. Company Name: 2. Trading Name:

3. Website: 4. VAT Number:

5. Invoice Address:

6. Phone No.

7. Accounts Email Address:

Trade References

Ref.1

Ref.2

Name:

Contact:

Address:

Telephone No:

Credit Limit:

Avg. Monthly Spend:

Bank name, address, account number and sort code

Credit Limit Requested:

Date of Company Formation:

Date of Latest Accounts:

Annual Turnover:

All payments to be made to Spire Technology Ltd.



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VAT No: 541 8952 25 Reg No: 2447513

All owners must provide full names (not initials) and private addresses

Name:

Address:

Contact Number

Signature

Date

Name:

Address:

Contact Number

Signature

Date

Name:

Address:

Contact Number

Signature

Date

Name:

Address:

Contact Number

Signature

Date

Where I/we provide you with personal data, I/we understand that the data will be held securely in confidence and processed for the purpose of carrying out your computer hardware and software business. In considering our application, I/we accept you may consult with and disclose the data to credit reference agencies, banks, insurers and other responsible organisations outside your business which you have nominated, and that such parties may process the data. I/we understand that under the Act I/we have a right to know what data you hold on me/us if I/we apply to you in writing and pay the applicable fee.

(Please sign the bottom of this page)

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these Conditions unless the context requires otherwise:

- 1.1 "the Company" means Spire Technology Ltd of 5 Black Moor Road, Ebblake Industrial Estate, Verwood, Dorset . BH31 6AX
- 1.2 "the Buyer" means the person who buys or agrees to buy Goods from the Company
- 1.3 "the Goods" means the articles which the Buyer agrees to buy from the Company
- 1.4 "the Price" means the price for the Goods excluding delivery, insurance and VAT

2. CONDITIONS APPLICABLE

- 2.1 These Conditions shall apply to all orders and contracts for the sale of Goods by the Company to the Buyer to the exclusion of all other terms & conditions including any terms & conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase the Goods subject to these Conditions
- 2.3 The acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions
- 2.4 Any variation of these conditions (including any special terms & conditions agreed between the parties) shall be inapplicable unless agreed in writing by a Director of the Company
- 2.5 Save for any variations to these Conditions in accordance with sub-clause 2.4 the sales order and invoice constitute the entire agreement between the Company and the Buyer for the sale of the Goods
- 2.6 The Company's employees and agents are not authorized to make any representations about the Goods unless confirmed by the Company in writing. In entering into this Contract the Buyer acknowledges it does not rely on any such representations which are not so confirmed
- 2.7 Quotations are not offers by the Company but invitations to treat and are valid for fourteen days only unless otherwise stated. The Company reserves the right at its discretion to subcontract any part of the work or the supply of any of the goods.

3. PRICE AND PAYMENT

- 3.1 The Company reserves the right by giving notice to the Buyer at any time before delivery to increase the Price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company or any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by the Buyer
- 3.2 The Buyer shall pay the Price for the Goods, together with VAT, insurance and delivery charges (if applicable) before delivery unless credit terms have been agreed, in which case payment is due within thirty days of the issue by the Company of its invoice. Payment not received when payable will be considered overdue and will be subject to interest from the date payable at the rate of 4% per annum above the base rate for the time being of Barclays bank plc. Such interest shall accrue on a daily basis and be payable on demand after as well before judgement. All costs incurred in collecting payment shall also be due for payment.
- 3.3 The time for payment in accordance with Clause 3.2 shall be of the essence of the contract
- 3.4 The Company may at its absolute discretion withdraw credit facilities and upon notification of such withdrawal to the Buyer payments for Goods delivered will become immediately due
- 3.5 The Company shall be entitled to recover the Price notwithstanding that property in the Goods has not passed from the Company

4. DELIVERY OF GOODS

- 4.1 Delivery will be to the address shown in the sales order or as otherwise nominated by the Buyer
- 4.2 Any time or date given by the Company for delivery is approximate and the Company shall not be liable for delay in delivery, however caused
- 4.3 In the event of the Buyer failing to accept delivery of Goods ordered at the agreed time and place, the Buyer shall pay any re-delivery or storage charges thereby incurred
- 4.4 The Company will at its option replace or credit Goods proved to its satisfaction to have been lost or damaged in transit, provided that the Buyer notifies the Company in writing of any claim for lost Goods within seven days of the date of the invoice and of any claim for damaged Goods within forty-eight hours of delivery
- 4.5 The Goods shall be at the Buyers risk as from delivery

5. TITLE

- 5.1 In spite of delivery having been made, property in the Goods shall not pass from the Company until:
 - (a) the Buyer shall have paid the price plus VAT in full; and
 - (b) no other sums whatever shall be due from the Buyer to the Company
- 5.2 Until the property and the Goods passes to the Buyer in accordance with Clause 5.1 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Buyer shall store the Goods (at no cost to the Company) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Company's property
- 5.3 Notwithstanding that the Goods (or any of them) remain the property of the Company, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Company. Any such sale or dealings shall be a sale or use of the Company's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company, the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money
- 5.4 Until such time as the property in the Goods passes from the Company, the Buyer shall, upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Company. If the Buyer fails to

Web form

do so, then the Company may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such a request the rights of the Buyer under Clause 5.3 shall cease

- 5.5 The Buyer shall not pledge or anyway charge by way of security for any indebtedness any of the Goods which are the property of the Company without prejudice to the other rights of the Company if the Buyer does so all sums whatever owing by the Buyer to the Company shall forthwith become due and payable.
- 5.6 The Buyer shall ensure and keep insured the Goods to the full price against all risks to the reasonable satisfaction of the Company until the date that the property in the Goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company if the Buyer fails to do so all sums whatever owing by the Buyer to the Company shall forthwith become due and payable.

6. WARRANTY AND LIABILITY

- 6.1 Subject to the conditions set out below the Company warrant that goods will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship for a period of twelve months (save that in the case of keyboards and mice, the warranty period is three months from date of delivery). In addition the Company will pass on to the Buyer the benefit of any greater manufacturers warranty (to the extent that such warranty is assignable).
- 6.2 The above warranty is given by the Company subject to the following conditions:-
 - (a) The Company shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow manufacturers instructions, mis-use or alteration or repair of the goods without the Company's approval;
 - (b) The Company shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the goods has not been paid by the due date for payment;
 - (c) In the event of a claim for breach of warranty the company shall be entitled to repair or replace the goods (or the part in question) or, at the Company's sole discretion, refund to the Buyer the price of the goods (or proportionate part of the price), but the Company shall have no further liability to the Buyer. The Buyer acknowledges that the value of the goods may fluctuate after the date of delivery and any refund or credit note awarded by the company in respect of the goods shall be made at the Company's sale price at the date of the return of the goods.
- 6.3 Additionally the Company is willing to provide on site maintenance and support services for the repair of machines built by it. The Buyer is recommended to arrange accordingly. Details of such services are available upon request.
- 6.4 These conditions do not limit the Company's liability in respect of death or personal injury arising out of negligence nor in the case of a consumer sale shall they affect the statutory rights of the Buyer.
- 6.5 The Buyer accepts that the limitations and exclusions set out in these Conditions are reasonable and acknowledges that the contract having been freely and openly negotiated in the knowledge that the Company's liability is to be limited in accordance with these Conditions and that a higher price would be payable but for these limitations.
- 6.6 These Conditions expressly set out the Company's entire liability in respect of the goods sold. The Company's liability in respect of goods sold shall be limited to the cost price of the goods and the Company shall not be liable for any loss or damage of whatsoever nature or to whomsoever caused or arising out of the use of the goods supplied by it.
- 6.7 The Buyer shall indemnify the Company against the consequences of all claims made against the Company by any third party in respect of defective goods supplied by the company to the Buyer in so far as any such claim exceeds that which the Buyer could have successfully claimed against the Company.
- 6.8 The Company reserves the right to make improvements, substitutions or modifications to any part of the goods at any time provided that such substitutions or modifications will not materially affect the performance of the goods. The Buyer further agrees that in the event of goods not being readily available the Company may substitute therefore the latest equivalent goods which are readily available.

7. FORCE MAJEURE

The Company shall not be liable in respect of any shortage or failure to supply goods where such shortage or failure is due to act of God or any other reason beyond the control of the Company and the Company in such circumstances will not be liable in respect of any consequential loss to the Buyer.

8. NOTICE

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing and sent by post or fax to its principle place of business or registered office.

9. WAIVER

Any indulgence granted by the Company to the Buyer or any waiver by the Company of its rights under these conditions in respect of any particular transaction or series of transactions shall not be deemed an agreement to confer the same indulgence or waiver of the Company's right in respect of any further transaction(s).

10. LAW

These Conditions shall be governed by the law of England.

11. EMAIL

All customers who register for an account with spire technology maybe sent email offers via the Email address provided on registration.

12 ACCEPTANCE

On behalf of the Buyer I/we understand and accept the conditions printed above and confirm that I am duly authorised by the Buyer to sign these conditions.

Signature

Date

Printed Name

Position

(Signatory must be a Director, Partner or Owner)