

## Trade Account application form.

To apply for a trading account please complete the following form and scan and email it to [info@advancedistribution.co.uk](mailto:info@advancedistribution.co.uk) or post it to the address at the bottom of the form.

Business Detail			
Full Business name:			
Business Type:	Limited / Partnership / Sole Trader / PLC		
Trading Address		Registered Address (if Different)	
No & Street:		No & Street:	
Area:		Area:	
Town / City:		Town / City:	
County:		County:	
Post code:		Post code:	
Country:		Country:	
Phone number:		Fax:	
Email Address:			
Registration No.:		Vat number:	
If the business is a Partnership please complete the following			
Partner One		Partner two	
Name:		Name:	
Position held:		Position held:	
Home Address:		Home Address:	
Post code:		Post code:	
Phone:		Phone:	
Email address:		Email address:	
Please supply some information on your business.			
Markets:	B2B / B2C / Education	Approx Turnover:	
Do you have a showroom?	Yes / No	No of employees:	
Trading since:		Web address:	
Nature of business:	Reseller / Distributor / Web Reseller / Retailer / Service Company / Value Added Reseller	Do you sell?	Apple / HP / Adobe / Epson / Microsoft / RAID Systems / Printers / Hard Drives / Software / Laptops / Netbooks / Accessories
Other:		Other:	
Please supply contact information			
Managing Director:		Purchasing Manager:	
Name:		Name:	
Email:		Email:	
Direct phone:		Direct phone:	
Sales Manager:		Accounts Manager:	
Name:		Name:	
Email:		Email:	
Direct phone:		Direct phone:	
Declaration			
I agree to the terms and conditions of Advance Distribution as described overleaf.			
Signature:		Name:	
(MD, Partner, Director)		Position:	
Date Signed:		Email:	
Form completed by:		Email:	
Phone:			

## TERMS AND CONDITIONS

Products are sold and supplied by Advance Distribution (Advance Distribution) on the following general terms which cancel all previous terms of business.

### 1. Payment

(a) Accounts for products are payable at the following postal address: Advance Distribution, 16 Rewe Barton, Rewe, Exeter EX5 4EH. (b) Until a credit account is established, all business with new customers is on a cash/credit card basis unless otherwise agreed. In order to qualify for a credit account new customers must trade for six months on a cash basis or at the discretion of Advance Distribution, after a minimum of 3 purchases. A credit account will only be considered after this time subject to the necessary trade and bank references proving satisfactory.

(c) Non-payment by the due date entitles Advance Distribution to cancel the contract or to suspend deliveries without further notice.

### 2. Price

(a) All prices will be those ruling at the date of delivery and will be quoted ex Advance Distribution.

(b) Advance Distribution price lists does not constitute an offer.

(c) All prices are exclusive of any applicable value added tax, which the customer shall be additionally liable to pay to Advance Distribution.

### 3. Uncontrollable events and delays

(a) In case of delays caused by circumstances beyond the control of Advance Distribution or Advance Distribution's suppliers, Advance Distribution shall have the right either to suspend deliveries without notice or cancel the contract without liability. By way of illustration and not of limitation, the following are to be treated as uncontrollable events: strike, lockout, riot, revolution, mobilisation, war, epidemic, official regulations, transportation difficulties, working difficulties, machine breakdowns, fires, failure of suppliers, or other causes, whether similar or not.

### 4. Resale

Advance Distribution products are supplied subject to the following conditions:

The products shall remain in their original packaging and the marks, numbers or reference indicated on the products or packaging shall neither be covered, defaced, altered nor erased.

(a) The products normally shall be resold at any trade level only by qualified personnel and in premises suitable for their storage, display and sale under satisfactory conditions.

### 5. Law of the Contract

In the case of legal disputes, the law and the courts of England shall apply.

### 6. Customer order conditions

(a) Any provisions of the customer's order which conflict with, or are in addition to the General Terms of Business or any special terms of business shall be excluded.

(b) All orders are to be in writing and signed by an authorised representative of the customer.

### 7. Consequences of the non-application of a clause in the present Terms of Business.

Should any of the present General Terms of Business be inapplicable this would not imply that the rest of the present terms do not remain valid.

### 8. Credit and Payment

(a) Unless otherwise agreed, the granting of credit facilities is made on the condition that payment is received by Advance Distribution at the postal address referred to above, 30 days after the date of invoice and Advance Distribution reserves the right to withdraw credit facilities forthwith if this condition is not observed.

(b) Advance Distribution may charge interest on overdue accounts until the date of actual payment at the monthly rate of 2% of the overdue balance such amount being payable without prejudice to Advance Distribution's other rights and before as well as after judgement.

### 9. Delivery

(a) Products supplied by Advance Distribution are delivered at the risk of Advance Distribution unless the customer stipulates a special method of delivery in which event products are delivered at the risk of the customer and an extra charge may be made for delivery.

(b) Any stated delivery date constitutes only a warranty by Advance Distribution to use reasonable endeavours to effect delivery by or about the date. No liability will be accepted by Advance Distribution for failure to meet delivery dates, however caused.

(c) In any event any liability for loss or damage in the course of delivery shall in all circumstances whatsoever be limited (at the option of Advance Distribution) to the repair or replacement of the products concerned or to the crediting of the customer with the invoice value of such products.

(d) Short delivery / missing items or damage. In the event of Short delivery / missing items or damage the customer must advise Advance Distribution of any such short delivery / missing items or damage within 48 hours of delivery. No claim for short delivery / missing items or damage will be allowed if advice is beyond this time limit.

### 10. Returns Procedure

(a) Product may be returned to Advance Distribution after first obtaining Advance Distribution's agreement to do so. If it is necessary for the above action to be taken the following procedure must be followed.

Failure to adhere strictly to the procedure will result in delay and/or refusal to accept goods back for credit or replacement.

(i) In the event goods are damaged or defective customers should telephone and speak to Returns Dept who will issue a returns reference.

(ii) In the event of undamaged and non-defective goods, these will normally only be accepted back for return if they have not been supplied to order.

(iii) Goods supplied to order will only be accepted back in exceptional circumstances and then subject to a restocking charge. For undamaged/non defective goods customers should telephone and speak to Returns dept who will issue a returns reference.

Products returned must be unused and unopened with all packaging material undamaged and together with all manuals, cables and accessories as originally supplied.

### 11. Stock Rotation

(i) The customer is not permitted to return products to Advance Distribution unless by prior agreement.

(ii) If stock rotation is agreed, upon receipt of the returned stock items, a credit note will be issued to the customer on the condition that a suitable new order for stock of identical value is placed with and accepted by Advance Distribution.

(iii) It is not acceptable to Advance Distribution for the customer to raise a debit note for returned stock items and deduct from any due payments.

(iv) Goods returned for stock rotation will be credited at current dealer cost which may differ from original purchase price.

## 12. Price Protection

**Price protection is offered by prior agreement at the discretion of Advance Distribution only.**

(i) If at any time Advance Distribution reduces the price payable for any of the products, then in respect of the Products which are subject to such price reduction and which the customer holds in stock unsold at the time of the price reduction, the customer (if an agreement is in place) shall be entitled to a sum equal to the difference between the price paid for such products and the reduced price payable for such products. Price protection is valid for 30 days from the date of the original Advance Distribution invoice.

(ii) A credit note will be issued by Advance Distribution to the customer for any applicable price protection.

**(iii) Price protection is offered by prior agreement at the discretion of Advance Distribution only.**

## 13. Title and Risk

Until full payment has been received by Advance Distribution for all products whatsoever supplied at any time by Advance Distribution to the customer

(a) property in the products shall remain in Advance Distribution;

(b) the customer shall store the products in such way that they can be readily identified as being the property of Advance Distribution and at all times in accordance with Advance Distribution's recommendations;

(c) subject to (d) and (e) below, the customer shall be at liberty in its own name (but not on behalf of or in the name of Advance Distribution) to sell the products in the ordinary course of business on the basis that the proceeds of sale shall be the property of and held on trust for Advance Distribution;

(d) Advance Distribution may at any time suspend or revoke the customer's power of sale by notice to the customer if the customer is in default for longer than 14 days in payment of any sum whatsoever due to Advance Distribution or if any Bill of Exchange, cheque or other negotiable instrument drawn or accepted or endorsed by the customer in favour of Advance Distribution is dishonoured on presentation for payment;

(e) The customer's power of sale shall automatically determine if a Receiver is appointed over any of the assets or the undertaking of the customer or a Winding Up Order is made against the customer or the customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or causes a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy; or enters into an individual voluntary arrangement or has any distress or execution levied on its goods.

(f) Upon revocation or determination of the customer's power of sale under (d) or (e) the customer shall place the products at the disposal of Advance Distribution which shall be entitled to enter upon any premises of the customer for the purpose of removing such products from the premises.

(g) The seller may recover the price (plus VAT) even if the property in the goods has not passed from the seller. Where payment is made by cheque Advance Distribution shall not be deemed to have received payment until the cheque has been cleared.

Notwithstanding the foregoing, risk in the products shall pass to the customer on delivery except where the customer requires a special method of shipment in

which case risk shall pass to the customer when the products leave Advance Distribution's premises.

## 14. Product information

The customer shall ensure that any safety information of whatever kind provided by Advance Distribution in relation to the products supplied is passed, where the products are supplied for use at work, to the customer's employees, or where the products are supplied for resale to the subsequent purchaser the customer shall not alter, mask or remove any such safety information from the products.

## 15. Limitation of Liability

(i) Advance Distribution will repair at its option, replace or credit the customer with the invoice value of any products found to be defective or faulty in all circumstances whatsoever the liability of Advance Distribution in respect of any failure to comply with the contract or other breach of duty shall be limited to such repair, replacement or credit.

## 16. Non-assignment

This document is personal to the customer who may not, without Advance Distribution's written consent, assign, dispose or part with any interest in it.

## 17. Customer Liability

(i) Where the customer is a company the contract is deemed to be made not only with the company but also with its directors and (ii) where the customer is a partnership obligations are deemed to be joint and individual.

## 18. Amendments

Advance Distribution reserves the right to alter or amend these General Terms of Business for any particular class of products or customer, these terms supersede all previous terms.

E&OE 21<sup>st</sup> July 2010