

## Trading Account Application Form

**Bosse Computers Ltd**

Wharfside Way, Trafford Park Manchester M17 1AW  
Tel: +44-(0)161 8770833 Fax: +44-(0)161 8770837

Thank you for your interest in Bosse Computers Ltd.

Please fill in and return our Trading Account Application Form, which will be dealt with as confidential and of highest priority.

COMPANY DETAILS			
FULL COMPANY NAME			
TRADING NAME if different			
MANAGING DIRECTOR			
INVOICE ADDRESS			
		POST CODE	
TELEPHONE NO		FAX NO	
TYPE OF BUSINESS			
PLC	LTD	SOLETRADER	PARTNERSHIP
REGISTRATION NO		DATE ESTABLISHED	
VAT NO			
TYPE OF OUTLET			
BUSINESS DEALER		RETAILER	
E-COMMERCE		OTHER	
PREFERRED METHOD OF PAYMENT			
DEBIT CARD	CREDIT CARD	CASH/BACS	
WHERE IS YOUR BUSINESS BASED			
HOME	OFFICE	SHOP	OTHER
COMPANY WEBSITE			
EMAIL ADDRESS			
REFERENCES			
COMPANY NAME			
TYPE OF BUSINESS			
ADDRESS			
		POST CODE	
TELEPHONE NO		FAX NO	
COMPANY NAME			
TYPE OF BUSINESS			
ADDRESS			
		POST CODE	
TELEPHONE NO		FAX NO	

Please provide two companies that you are currently trading with as a reference. Please note these companies may be contacted if necessary.

**DECLARATION**

I/We hereby apply to open an account with Bosse Computers Ltd and declare that the information given is complete and accurate. The terms and conditions of sale, as attached, have been read and accepted. All relevant enclosures are included.

PLEASE PRINT NAME(S) AND SIGN

DATE

## Terms and Conditions BOSSE Computers Ltd

These Terms and Conditions govern the supply to the Buyer of BOSSE Goods

### **1. Definitions**

- 1.1 Contract means any agreement between BOSSE and the Buyer for the supply of Goods, which expressly or by implication incorporates these Terms and Conditions.
- 1.2 Buyer means any person who places an Order with BOSSE.
- 1.3 Delivery Address means the address as the point of delivery as notified by BOSSE to the Buyer.
- 1.4 Delivery Date means the delivery date as notified by BOSSE to the Buyer.
- 1.5 Goods means any goods of a type described in product lists made available to potential Customers.
- 1.6 Order means an order given by the Buyer to BOSSE for the supply of goods.
- 1.7 Order Acknowledgment means the Order Acknowledgement raised by BOSSE confirming price, payment and delivery details.
- 1.8 Invoice means the Invoice raised by BOSSE and issued to the Buyer.
- 1.9 Price means the price for the goods as stated in the Invoice, excluding VAT.
- 1.10 BOSSE means BOSSE Computers LTD a company registered in England whose registered office is at: Wharfside Way, Trafford Park, Manchester, M17 1AW.

### **2. Conditions Applicable**

- 2.1 Each quotation shall be deemed to be an offer by BOSSE to supply Goods on these Conditions and if the Buyer shall place an Order for Goods with prior notice of these Conditions such Order shall be deemed to be an acceptance by the Buyer of these Conditions.
- 2.2 If the Buyer shall purport to Order Goods from BOSSE in terms which seek to vary these Conditions BOSSE shall not be bound to supply Goods on such varied terms unless and until BOSSE shall explicitly and in writing accept such varied terms.
- 2.3 No variation of these Conditions (including any special terms and conditions agreed between the Buyer and BOSSE) shall have any effect unless agreed in writing by BOSSE

### **3. Price and Payment**

- 3.1 Prices will be ex works, delivery charges will be shown as a separate item on the Invoice.
- 3.2 Value Added Tax will be charged at the rate appropriate at the date of the Invoice.
- 3.3 Payment of the full Invoice value must be made within the period stated on the Order Acknowledgement. The contents of the invoice, including, inter alia, the price shall, in the absence of a manifest error, be deemed to have been accepted by the Buyer unless the Buyer has notified BOSSE in writing within 3 working days from the date of the Invoice that such contents are disputed. Unless otherwise agreed, payment must be made in pounds sterling, without set-off, deduction or withholding. Interest on the overdue balance of any Invoice shall accrue on a daily basis from the date when payment becomes due at a rate of 2% per annum above the National Westminster Bank base rate or 15% per annum, whichever is greater.
- 3.4 BOSSE shall be entitled to charge Twenty Pounds for all cheques returned or dishonoured by its bank.
- 3.5 Prices quoted on any price list are only for guidance and are subject to change without prior notice.
- 3.6 All specifications, descriptions, catalogues, price list and other technical information are given as accurately as possible, and are only as a guide. The seller may further alter the goods to introduce improvement. The seller will accept no liability for the accuracy.
- 3.7 If the goods are not available at any time, the seller shall not be liable to any contract. Due to any shortages the seller shall be at liberty to deliver any goods in instalments, and delivery shall be deemed to be a separate contract. BOSSE will not be held liable for any of the instalments of the delivery charges when those instalments occur due to stock shortage.

### **4. Delivery**

- 4.1 Delivery will be effected at the Delivery Address.
- 4.2 The delivery date is approximate only and not of any contractual effect. While BOSSE will use all reasonable endeavours to meet the Delivery Date it will not be liable for any loss or damage incurred by the buyer as a result of any failure to deliver on such particular date.

4.3 The buyer shall inspect the Goods on delivery and shall within 48 hours of delivery notify BOSSE of any alleged shortage in quantity, damage or failure to comply with description.

Within such time the Goods shall be conclusively presumed to be in accordance with the Contract.

- 4.4 The customer will accept the Goods during normal business hours unless otherwise agreed in writing and will pay any additional charges caused by failure to do so.
- 4.5 The customer may only refuse to accept delivery of the goods by reason of obvious transit damage. In all other cases of refusal or wrongful rejection of the Goods the customer shall be liable for all appropriate Charges but this shall be without prejudice to BOSSE claim for loss or damage suffered thereby and the customer agrees to indemnify BOSSE in full against all such losses, including loss of profit, costs and other damages. Any damages incurred during transit must be signed for in the delivery note, stated above from the Delivery Date 'the Guarantee Period' the Goods (or

### **5. Guarantee and Procedure for Return of Defective Goods**

- 5.1 BOSSE Computers Ltd warrants that all goods shall be free of defects and in good working order. The period of such warranty is 7 days for cases and one year for keyboards and cooling fans. Monitors have a 12-month warranty, which is offered by the manufacturer and not from BOSSE. If during the period of any part of a consignment of Goods) shall prove to be defective and if the Buyer shall have complied in all material respects with the Procedure for Return of Goods set out in Condition 5.3 below BOSSE will repair or replace the defective items but it shall be for BOSSE in its absolute discretion to decide whether to repair the defective items or replace them.
- 5.2 For the avoidance of doubt BOSSE shall not be liable to repair or replace the Goods until it has had a opportunity to examine them and under no circumstances will BOSSE send replacement Goods until the alleged defective Goods have been returned to BOSSE.
- 5.3 The Procedure for Return of Defective Goods is as follows:  
5.3.1 If any Goods are or become defective within 'the Guarantee Period' the Buyer will obtain a Return of Merchandise Authority (RMA) form from BOSSE.  
5.3.2 BOSSE will issue an RMA number after receipt from the Buyer of a duly completed RMA form along with copies of relevant invoices and delivery notes which number shall  
5.3.3 The Buyer shall return the defective Goods in secure packaging and shall mark the RMA number clearly on the package and shall return the defective Goods within seven working days of issue of the RMA number.  
5.3.4 Goods are returned to BOSSE at the risk of the Buyer and at their cost.  
5.3.5 If the wrong items are returned, BOSSE will not send those items back. Collection must be arranged by the Buyer. This must be done within a period of one month starting from the date the wrong goods had been returned. After that time, the items will be disposed.

### **6. Limitations and Exclusions of BOSSE's Contractual Liability**

- 6.1 BOSSE's obligations are to supply Goods of the quality and description agreed between the parties and to repair or replace Goods which are either properly rejected as defective or which become defective during the Guarantee Period but these obligations are subject to the following limitations and exclusions.
- 6.2 BOSSE has no obligation to repair or replace Goods which are accepted by the Buyer but subsequently become defective unless the Buyer shall comply in all material respects with the terms of the guarantee contained in Condition 5.6.3 All implied warranties and conditions (whether implied by statute or otherwise) are excluded to the extent that such exclusion is lawful.
- 6.4 Under no circumstances shall the liability of BOSSE under each contract exceed the Price and BOSSE shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer.
- 6.5 It is the Buyer's responsibility to specify correctly the Goods required and if any Goods supplied shall by reason only of their specification be unsuitable for the purpose for which they have been supplied BOSSE shall be under no liability whatsoever to the Buyer for the consequences of such unsuitability unless BOSSE shall have supplied Goods of a specification different from that specified by the Buyer in his Order.
- 6.6 The guarantee given by Condition 5 shall not be valid if the Goods are damaged in consequence of any act or neglect of the Buyer and in particular of any mishandling or careless installation

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**7. Title**

7.1 Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with BOSSE until BOSSE has received payment of the full price of (a) all Goods and/or Services the subject of the Contract and (b) all other goods and/or services supplied by BOSSE to the Buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between BOSSE and the Buyer.

**8. Force Majeure**

8.1 BOSSE shall not be liable for failure to perform its obligations in the event such performance is prevented or hindered by reason of force majeure. Force majeure shall be deemed to mean all causes beyond the reasonable control of BOSSE.

**9. Telecommunications Requirements**

9.1 Where Goods are sold by the Buyer to the Telecommunications Industry it is the sole responsibility of the Buyer to ensure compliance with the regulations of that industry.

9.2 Where Goods are supplied for use in the telecommunications industry the Buyer shall indemnify BOSSE and keep it fully indemnified against all claims of any description however arising which may be made against BOSSE by the owner of the telecommunications equipment.

**10. Life Endangering Applications**

10.1 Goods are designed for standard commercial use and are not intended to be installed or used in hazardous or life threatening environments or for potentially life endangering applications, including but not limited to environments or applications involving safety critical systems in the nuclear industry, the control of aircraft in the air or medical or life threatening applications. The Buyer agrees to indemnify and hold BOSSE harmless from and against all liabilities and related costs arising out of the use of any of the Goods for any of these purposes.

**11. Cancellations**

11.1 BOSSE is under no obligation to accept cancellation of orders for non stock items once a purchase order has been accepted. BOSSE reserves the right to recover costs and loss of profit should the Buyer refuse delivery.

**12. Law and Jurisdiction**

12.1 The Contract shall be subject to and interpreted in accordance with the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England in all matters arising out the Contract.

12.2 If any of these terms and conditions shall be found to be unlawful, it shall not affect the enforceability of the remaining conditions.

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