

Wholesalesimcards.co.uk Account Application Form

Fax back to **0207-504-8596** (MASTER SEC COPY)

Full Company Name	
Business Type (Please circle)	PLC / Ltd Co / Partnership / Sole Trader
VAT Number (If VAT Registered)	
Company Registration No (If available)	
Trading Address	
Registered Address (If different)	
Tel Number	
Fax Number	
Website	
Email Address	

Owner/Partners/Directors

We have read and understood and retained copy of your conditions of sale (including retention of title clause) and Agree to trade in accordance with these for any goods supplied.

Name	Home Address	Signature

I/We hereby certify that all information given in this application is complete and accurate. In consideration of the granting credit facilities I/we agree to settle the account within 30/60 days from the date of invoice and understand that non-compliance may lead to the restriction of the supply of goods and withdrawal of credit facilities. I confirm I am authorized to make this application and enter these commitments. I/We understand that Wholesalesimcards.co.uk/Wholesalesimcards.co.uk will carry out necessary Credit checks to ascertain credit worthiness.

Signed _____

Name: _____

Title _____

Date: _____

FOR INTERNAL USE ONLY

Credit Limit _____

Date Assigned _____ Rep _____

Terms and Conditions

1. Definition

- 1.1. "Customer" means the party identified as the customer in this agreement to whom **Wholesalesimcards.co.uk** may agree to supply Products in accordance with these terms and conditions.
- 1.2. "**Wholesalesimcards.co.uk**" means **Wholesalesimcards.co.uk** of AIOStote Ltd, AIO House, 104A Plumstead High Street, Plumstead, London, SE18 1SJ or any subsidiary or associated company.
- 1.3. "Products" means goods or services including but not limited to computer hardware and software items to be provided by **Wholesalesimcards.co.uk** to the customer in accordance with these terms and conditions.
- 1.4. "Third party Software" means all software owned by or licensed to the Customer from a third party owner (whether or not supplied by **Wholesalesimcards.co.uk**) and which comprises part of the Products.

2. Order Acceptance

- 2.1. All orders placed with **Wholesalesimcards.co.uk** by the Customer for Products shall constitute an offer to **Wholesalesimcards.co.uk** under these terms and condition subject to availability of the products and to acceptance of the order by **Wholesalesimcards.co.uk** authorised representative.
- 2.2. All orders are accepted and Products supplied subject to these express terms and conditions only. No amendments to the terms and conditions will be valid unless confirmed in writing on or after the date hereof by **Wholesalesimcards.co.uk** authorised representative.
- 2.3. It is agreed that these terms and conditions prevail over the Customer's terms and conditions of purchase unless these latter terms and conditions are amended by **Wholesalesimcards.co.uk** in writing and signed by **Wholesalesimcards.co.uk**.

3. Independent Contractor

- 3.1. The relationship between the Supplier and Customer is that of independent Contractor. Neither party is the agent of each other, and neither party has any authority to make any contractor make any obligation expressly or impliedly in the name of the other party without that party's prior written consent for express purposes connected with the performance of this Agreement.

4. Despatch

- 4.1. Any time quoted for dispatch is to be treated as an estimate only, but dispatch may be postponed because of conditions beyond **Wholesalesimcards.co.uk** reasonable control. In no event shall **Wholesalesimcards.co.uk** be liable for any damages or penalty for delay in dispatch or delivery.
- 4.2. Risk shall pass to the customer at the time the Products are dispatched by **Wholesalesimcards.co.uk** accepts no liability for loss or damage caused by the carrier.
- 4.3. If products have not been received, the Customer must notify **Wholesalesimcards.co.uk** in writing within 7 days of the date of the invoice. If proof of delivery is required, this must be requested within 14 days of the date of the invoice.

5. Cancellation and Rescheduling

- 5.1. Subject to Clause 8.2, any request by the Customer for cancellation of any order or for the re-scheduling of any deliveries will only be considered by **Wholesalesimcards.co.uk** if made at least 12 hours before dispatch of the Products. This shall be subject to acceptance by **Wholesalesimcards.co.uk** and **Wholesalesimcards.co.uk** sole discretion and will be subject to a reasonable administration charge therefore by **Wholesalesimcards.co.uk**. The Customer hereby agrees to indemnify **Wholesalesimcards.co.uk** against all loss, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

6. Pricing

- 6.1. Catalogues, price lists and other advertising literature or material as used by **Wholesalesimcards.co.uk** are intended only as an indication as to the price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding.
- 6.2. Where prices are given by **Wholesalesimcards.co.uk** at the time of the order on an ex-works basis the Customer is liable to pay for transfers, packing and insurance.
- 6.3. All quoted or listed prices are based on the cost to **Wholesalesimcards.co.uk** of supplying the products to the Customer. If before delivery of the products there occurs any increase in any way of such costs in respect of products, which have not been delivered, the price payable may be subject to amendment without notice at **Wholesalesimcards.co.uk** discretion.
- 6.4. All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the Customer and will be supplied in accordance with UK legislation in force at the tax point date.

7. Payment Terms

- 7.1. Invoices will be raised and dated by **Wholesalesimcards.co.uk** on the date of dispatch of the Products. Unless otherwise specifically requested and agreed, invoices will be payable by the Customer 30 days from the date of invoice. Payments which are not received when payable will be considered overdue and remain payable by the Customer with interest for late payment from the date overdue and remain payable by the Customer together with interest for late payment from the date payable at the rate of 4% per annum above the base rate for the time being of the Lloyds TSB bank. Such interest shall accrue on a daily basis and be payable on demand after as well as before judgment.
- 7.2. When all prices, taxes and charges due in respect of the Products and any Product supplied previously to the Customer have been paid in full, title to hardware products only shall pass to the Customer.
- 7.3. Notwithstanding dispatch and the passing of risk in the products to the Customer pursuant to Clause 4 or any other provision of these conditions, the property of the hardware products shall not pass to the Customer until **Wholesalesimcards.co.uk** has received cash or cleared funds payment of the price of the products and all of the products agreed to be sold by **Wholesalesimcards.co.uk** to the Customer for which payment is then due.
- 7.4. Until such time as the property in the products passes to the Customer, the Customer shall hold the Products as **Wholesalesimcards.co.uk** fiduciary agent and bailee and shall keep the products properly stored, protected, insured and identified as **Wholesalesimcards.co.uk** property. Until that time the Customer shall be entitled to re-sell or use the products in the ordinary course of its business, but shall account to **Wholesalesimcards.co.uk** for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, keeping all such proceeds, separate from any monies or properties of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 7.5. Until such time as the property in the products passes to the Customer (and provided the Products are still in existence and not been re-sold) **Wholesalesimcards.co.uk** shall be entitled at any time, to require the products to be delivered to **Wholesalesimcards.co.uk** and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Products are stored and repossess the products.
- 7.6. The Customer's power of sale or right to use such products shall immediately cease if an administrative receiver is appointed overall or any part of its assets or if it is adjudicated bankrupt or enters liquidation whether compulsory or voluntary, or if the Customer makes an arrangements with its creditors, or generally becomes unable to pay its debts within the meaning of the Insolvency Act 1986.
- 7.7. On termination of the Customer's power of sale or rights to use the products the Customer will immediately hold the products to the order of **Wholesalesimcards.co.uk**.
- 7.8. The Customer shall not be entitled to pledge or in anyway charge by way of security for any indebtedness any of the products which remain in the property of **Wholesalesimcards.co.uk** but if the Customer does so, all monies owing by the Customer to **Wholesalesimcards.co.uk** shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.
- 7.9. **Wholesalesimcards.co.uk** reserves the right to cease supplies of products to the Customer at any time. On such cessation of supplies, **Wholesalesimcards.co.uk** reserves the right to withdraw any credit facility such that the whole of the Customer's account becomes due for payment forthwith.

8. Specification of Products

- 8.1. **Wholesalesimcards.co.uk** will not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. **Wholesalesimcards.co.uk** will use its reasonable endeavours to advise the Customer of any such impending variation as soon as it receives any such notice thereof from the manufacturer.
- 8.2. Unless otherwise agreed the products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified. **Wholesalesimcards.co.uk** reserves the right to increase its quoted or listed price, or to change accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will it consider cancellation of such orders or the return of such orders.

9. Proprietary Rights in Software Products

- 9.1. The Customer hereby acknowledges that any proprietary rights in any Third Party Software supplied hereunder including, but not limited to any title or ownership rights, patent rights, copyrights and trade secret rights, shall at all times and for all purposes vest and remain vested in the Third Party Software owner. The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions

of license attaching to Third Party Software supplied and delivered by **Wholesalesimcards.co.uk** (including if so required the execution and return of a Third Party Software license).

9.2. The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software license or having the same revoked by the proprietary Owner. The Customer further agrees to indemnify **Wholesalesimcards.co.uk** in respect of any costs, charges or expenses incurred by **Wholesalesimcards.co.uk** at the suit of a Third Party Software owner as a breach by the Customer of such conditions.

9.3. **No title or ownership of software products or any third party software licensed to the Customer under this agreement is transferred to the Customer under any circumstances.**

10. Returns

10.1. **Wholesalesimcards.co.uk** reserves the right to levy an administration charge in respect of the quotation of Products and returns.

Returns must be made subject to the following:

10.2. prior authority having been obtained from **Wholesalesimcards.co.uk** which will be given at **Wholesalesimcards.co.uk** sole discretion;

10.3. within 7 days of the date of the invoice;

10.4. subject to stock rotation policy;

10.5. the Products must be properly packed;

10.6. the Products must be in a saleable condition;

10.7. the Products must be accompanied by a list;

10.8. the Product is still covered by warranty (see section 11).

10.9. **Wholesalesimcards.co.uk** reserves the right to reject any products which do not comply with the conditions set out in clause 10.2.

10.10. If **Wholesalesimcards.co.uk** nevertheless agrees to accept any Products returned which are not in a saleable condition,

Wholesalesimcards.co.uk reserves the right to charge the cost to the Customer of bringing the Products into a saleable condition.

11. Warranty

11.1. **Wholesalesimcards.co.uk** warrants that it has a good title to or license to supply all Products to the Customer.

11.2. If any part of the Products should prove defective in materials or workmanship under normal operation or service, such products will be repaired or replaced only in accordance with any warranty cover or terms as provided by the manufacturer of the products PROVIDED THAT no unauthorised modifications to the Product or to the system of which the product forms part have taken place. **Wholesalesimcards.co.uk** is not responsible for the cost of labour or other expenses incurred in repairing defective or non-conforming parts.

11.3. All software Products supplied hereunder are supplied "as is" and the sole obligation of **Wholesalesimcards.co.uk** in connection with the supply of software Products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that such software Product should fail to conform to product description PROVIDED ALWAYS THAT the Customer notifies **Wholesalesimcards.co.uk** of any such non-conformity within 60 days of delivery of the applicable Product.

11.4. If the Products are rejected by the Customer as not being in accordance with the Customer's order pursuant to clause 11.2 or 11.3, **Wholesalesimcards.co.uk** will only accept the return of such Products provided that it receives written notification thereof giving detailed reasons for rejection. **Wholesalesimcards.co.uk** will not consider any claim for compensation, indemnity or refund under liability, if any, has been established or agreed with the manufacturer and where applicable the insurance company. Under no circumstances shall the invoiced Products be deducted or set off by the Customer until **Wholesalesimcards.co.uk** has passed a corresponding credit note.

11.5. **Except as specifically set out in this Clause 11, Wholesalesimcards.co.uk disclaims and excuses all other warranties whether express or implied, by statute or otherwise, including but not limited to the warranties of description, design, merchantability, and fitness for a particular purpose, or arising from any previous course of dealing, usage or trade practice.**

12. Indemnities and Limits of Liability

12.1. **Wholesalesimcards.co.uk** will indemnify the Customer for direct physical injury or death caused solely by defects in any of the Products or caused solely by the negligence of its assigned employees acting within the course of their employment and the scope of their authority.

12.2. **Wholesalesimcards.co.uk** will indemnify the Customer for all direct damages to property caused solely by defects in any of the Products or caused solely by the negligence of its assigned employees acting within the course of their employment and the scope of their authority. The total liability of **Wholesalesimcards.co.uk** under this sub-clause shall be limited to £100,000 for any one event or series of connected events.

12.3. Except as stated in clauses 11.6 and 11.7 above, **Wholesalesimcards.co.uk** disclaims and excludes all liability to the Customer in connections with these terms and conditions including the Customer's use of the products and in no event shall **Wholesalesimcards.co.uk** be liable to the Customer for special, indirect or consequential damage including, but not limited to loss of profits arising from loss of data or in connection with the use of the Products. All terms of any nature, express or implied, statutory or otherwise, as to correspondence with any particular description or sample, fitness for purpose or merchantability, are hereby excluded.

12.4. The Customer shall indemnify and defend **Wholesalesimcards.co.uk** and its employees in respect of any claims by third parties which are occasioned by or arise from any **Wholesalesimcards.co.uk** performance or non-performance pursuant to clause 11.2 or 11.3. **Wholesalesimcards.co.uk** will only accept the return of such products provided that it receives written notification thereof giving detailed reasons for rejection. **Wholesalesimcards.co.uk** will not consider any claim for compensation, indemnity or refund under liability, if any, has been established or agreed with the manufacturer and where applicable the insurance company. Under no circumstances shall the invoiced Products be deducted or set off by the Customer until **Wholesalesimcards.co.uk** has passed a corresponding credit note.

13. Termination Clause

13.1. This agreement may be terminated forthwith by notice in writing:

13.2. By **Wholesalesimcards.co.uk** if the Customer fails to pay any sums due hereunder by the due date notwithstanding the provision for late payment as in clause 7.1.

13.3. If either party fails to perform any of its obligations under this Agreement and such failure continues for a period of 14 days after written notice thereof, by the other party.

13.4. If either party is involved in any legal proceedings concerning its solvency or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or a reconstruction, or makes an arrangement with creditors or petitions for an administration order or has a Receiver or Manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, then without prejudice to any other rights or remedies available to it, the other party shall have the right to terminate this Agreement forthwith.

13.5. Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law, and shall not affect any accrued rights or liabilities of either party.

14. Export and/or Re-export Limitation

14.1. Having regard to the current statutory or other United Kingdom government regulations in force from time to time and, in the case of Products manufactured in the United States of America, to the current export rules and regulations of the United States Department of Commerce in force from time to time and regardless of any disclosure made by the Customer to **Wholesalesimcards.co.uk** of an ultimate designation for any Products, the customer will not export or re-export any Products without first obtaining all such written consents or authorizations as may be required by any applicable government regulations.

15. Contract

15.1. The headings in this Agreement are for ease of reference only and shall not affect its interpretation or construction.

15.2. No forbearance, delay, indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any right or any later breach.

15.3. The Customer agrees not to assign any of its rights herein without the prior written consent of **Wholesalesimcards.co.uk**.

15.4. In the event of any of these terms and conditions or any part of them being judged illegal or unenforceable for any reason, the continuation in full force and effect of the remainder of them shall not be prejudiced.

15.5. Neither party shall be liable to the other for any delay in failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force major, act of God, fire, explosion, accident, industrial dispute or any cause beyond its reasonable control.

15.6. Any documents or notices given hereunder by either party to the other must be in writing, and may be delivered personally or by recorded or registered post and in the case of post will be deemed to have been given 2 working days after the date of posting. Documents or notices shall be delivered or sent to the addresses of the parties on the first page of this Agreement or to any other addresses of the parties notified in the normal course of trading in writing by either party to the other for the purpose of receiving documents or notices after the date of this Agreement.

15.7. These terms and conditions shall be construed in accordance with English Law.