

Bell Microproducts Ltd

UK & IRELAND CREDIT ACCOUNT APPLICATION

Company Details

Bell Micro Contact: _____

Trading Name :	Since :
Registered Name : Address :	
Post Code :	V.A.T. Registration :
Tel. No. :	Fax No. :
Website Address :	Email Address :
Registered Office :	
Registered No :	Registration Date :
Directors / Partners :	

If you are a sole trader/partner please provide name & home address (please supply additional partner details on separate sheet).

Partner Name :	Partner Name :
Address :	Address :

Bank Name :	Sort Code :
Tel. No. :	Account No. :
Bank Address :	

COMPUTER INDUSTRY REFERENCES

Trade Reference 1	Trade Reference 2
Address :	Address :
Postcode :	Postcode :
Contact :	Contact :
Tel No :	Tel No :

**The details given are correct and I/we agree to accept your trading terms and conditions of sale.
I/We will notify you in writing of any changes to legal status/ownership.
Please note: payment terms are 30 days from date of invoice.**

Credit Line Required :		
Signature :	Name :	Date :
Proprietor : Partner : Director : Comp. Secretary : Authorised Officer Please delete as appropriate		

TERMS AND CONDITIONS of TRADE

1. INTERPRETATION

In these Conditions:-

"Authorised Representative" means an employee of Bell Micro who has been authorised by the respective board of Bell Micro and who is acting expressly in that capacity. A list of Authorised Representatives will be provided on request;

"Bell Micro" means the relevant company from the Bell Microproducts Inc group of companies to include in particular Bell Microproducts Ltd (registered in England under number 3969946) and Bell Microproducts Europe Export Limited (registered in England under number 3711148) both of Cox Lane Chessington Surrey KT9 1SJ and includes we/us/our;

"Bell Micro Procedures" means the procedures of the relevant Bell Micro company relating to returns and warranty for the time being in force (details of which are available upon request or at www.bellmicro.eu.) and which form part of these terms;

"Conditions" means the standard terms and conditions of sale, licence and supply set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between You and an Authorised Representative;

"Contract" means the sale and purchase of P&S;

"End User" means any person or body to whom You supply P&S;

"MBP" i.e. manufacturer bid pricing, means special pricing which a manufacturer may offer subject to conditions which it requires are fulfilled by any or all of Bell Micro You and End User;

"Order Confirmation" means a Written confirmation sent by Bell Micro to You to confirm acceptance of Your order and may in relation to the provision of Services be a Delivery Schedule or Project Plan;

"OTS" means Bell Micro's online transaction services (where available) to include but not limited to BORIS and LDi;

"P&S" means Product and Services as defined below;

"Product" means the computer equipment or other goods or third party software which Bell Micro supplies in accordance with these Conditions;

"Services" means the services described in the SoW including without limitation analysis training installation and consultancy which Bell Micro supplies in accordance with these Conditions;

"SoW" means the Scope of Works which we will prepare before we provide any Services;

"Writing" "Written" includes facsimile or electronic transmission (including e-mail) and comparable means of communication;

"You/Your" means the buyer of P&S.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. ONLINE BUSINESS

2.1 Access to OTS, where available, is entirely at Bell Micro's discretion which may be withdrawn at any time without Bell Micro incurring any liability to You. It is restricted to those of Your employees whom You have notified to us, using the appropriate form, as having Your authority to use OTS. Authorised user security passwords must not be disclosed to any third party. You must give full training to each authorised user to ensure competent access to OTS.

2.2 You must immediately inform Bell Micro when You become aware that there has been (a) unauthorised use of OTS (b) disclosure of any password or (c) it is no longer appropriate for an individual to be an authorised user.

3. THE CONTRACT

3.1 Bell Micro shall sell and You shall purchase P&S in accordance with any order You give which is accepted by Bell Micro subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions (including Your own) even if You have contracted or purported to transact on Your terms.

3.2 No variation to these Conditions shall be binding unless agreed in Writing and signed by an Authorised Representative.

3.3 Save in the case of fraud Bell Micro shall not be liable for any advice or representation provided to You before a contract is made unless the advice is in Writing and signed by an Authorised Representative.

3.4 Where there is an error in information provided by Bell Micro we can correct it without any liability on our part and we retain the right to cancel an order in this event.

3.5 The supply of P&S may be subject to external controls e.g. export controls. It is Your responsibility to obtain any necessary consents although Bell Micro will co-operate in this provided You meet any expense.

3.6 You shall comply and shall make sure that any End User shall comply with the terms of any licensed third party software.

4. ORDERS AND SPECIFICATIONS

4.1 You may place an order by telephone in Writing or using OTS where available. An order shall be deemed to be accepted by Bell Micro on the earlier of Bell Micro's despatch of an Order Confirmation to You or by Bell Micro commencing fulfilment of the order. All Written communication is recorded and archived.

4.2 Bell Micro may change the specification of P&S where there is no material adverse effect on quality or performance or to comply with applicable safety or other statutory requirement.

4.3 You are responsible for ensuring that no infringement of a third party's intellectual property rights will result from Bell Micro processing P&S in accordance with specifications/instructions given by You.

4.4 All information Bell Micro provides on Product is based on information from the manufacturer. This is liable to change without notice. Accordingly Product will be supplied with the specifications and information current at the time of supply. Any compliance information is passed on by Bell Micro from the manufacturer without liability.

5. PRICE

5.1 The price of P&S shall be Bell Micro's quoted price (whether provided orally or in Writing) or is the price specified via OTS at the time we accept the order. All prices quoted are valid on the day of publication and are subject to change and availability of P&S unless otherwise specified in Writing.

5.2 Except as otherwise agreed in Writing where Bell Micro agrees to arrange delivery of the P&S we will charge You for that delivery. Full details are available on request.

5.3 The price is exclusive of any applicable value added tax, which You shall be additionally liable to pay to Bell Micro.

5.4 Bell Micro reserves the right to charge a minimum order fee.

6. MBP

6.1 In certain circumstances Bell Micro may apply MBP to Product supplied to You provided that:

6.1.1 You obtain and comply with and ensure that End User obtains and complies with any applicable guidelines of the manufacturer relating to the MBP; and

6.1.2 at the request of either Bell Micro or the manufacturer You submit and provide and ensure that End User submits and provides documentation in relation to any process carried out for the purpose of verifying that the guidelines have been followed.

6.2 In the event that MBP is not granted or is granted but then revoked as a result of a breach by You or End User of clause 6.1 or otherwise, any MBP applied to the Product by Bell Micro will cease to apply and:

6.2.1 the full price of the Product will be charged; and

6.2.2 You will reimburse to Bell Micro (a) the amount of the MBP if the Product has already been paid and (b) any costs imposed on Bell Micro or incurred by Bell Micro including, without limitation, costs relating to compliance and verification under clause 6.1.

7. TERMS OF PAYMENT

7.1 Subject to any agreement in Writing, Bell Micro shall be entitled to invoice You (i) for Product on the earlier of delivery or notification to You that Product is available for collection/delivery; (ii) for Services on completion of the SoW and (iii) immediately for any charges under clauses 5.4, 6.2, 7.4, 7.6, 8.7, 8.8, 10.1 or 10.2. Invoices may be delivered to You electronically.

7.2 You shall pay the price of P&S in the currency denoted in the invoice within 30 days of the invoice date (unless a shorter time is agreed in Writing) even if property in P&S has not passed to You. Time for payment shall be of the essence. Receipts for payment will not be given unless requested. Bell Micro may at any time demand that You make immediate early payment of invoices if we certify that we have reasonable grounds to doubt Your continued creditworthiness.

7.3 Payment will only be effective once Bell Micro's bank account is irrevocably credited with the amount due.

7.4 If You or any company in Your group (if appropriate) fail to pay on time or breach any other provision of this or any other contract with Bell Micro or if there is default under Condition 13.2 then You shall be deemed to have repudiated each contract and we shall be entitled to exercise our rights under Conditions 9.4 and/or 13.1 and appropriate any payments made by You against any outstanding invoices as we may think fit (notwithstanding any purported appropriation by You). Statutory interest (and costs incurred in collecting debts) will be charged on overdue invoices as provided by statute under the Late Payment of Commercial Debts (Interest) Act 1998 or subsequent legislation. Such interest shall be charged from the date the invoice was due for payment until payment (both before and after any judgement, unless ordered otherwise). Interest will be compounded on the first day of each calendar month.

7.5 You have no rights to withhold payment by reason of any alleged breach of warranty or other obligation of Bell Micro. In such circumstances Your sole remedy are the provisions set out in Condition 10. You also have no right to set off payments due.

7.6 Bell Micro retain the right to charge a fee where payment is tendered by credit card.

8. DELIVERY, ACCEPTANCE AND CANCELLATION

8.1 All Product shall be delivered ex works from Bell Micro's shipping point /distribution centre unless otherwise agreed in Writing.

8.2 Any dates quoted for delivery are approximate only and Bell Micro shall not be liable for any delays howsoever caused. Subject to 8.3 and unless agreed otherwise in Writing time for delivery shall not be of the essence. Product may be delivered by Bell Micro in advance of the quoted delivery date subject to Written confirmation.

8.3 Subject to agreement Product may be delivered in instalments in which case each delivery shall constitute a separate Contract and any rights which You may obtain in respect of one Contract shall not apply to any other Contract.

8.4 Any discrepancy in shipment quantity must be notified in Writing to Bell Micro within 48 hours of receipt of Product and whenever possible recorded on the proof of delivery paperwork.

8.5 You should refuse to accept damaged Product. Failing this damage must be recorded on the proof of delivery paperwork. Within 48 hours of delivery (or attempted delivery) You must also provide Written notification to us of the damage.

8.6 Acceptance will be deemed to have taken place unless Written notice of rejection is received by Bell Micro within 3 working days of delivery. You waive any right to revoke acceptance thereafter.

8.7 You may not cancel an order for Product except with the prior Written consent of Bell Micro and You must indemnify Bell Micro in relation to all losses resulting from such cancellation. If Bell Micro agrees to a cancellation we may impose a cancellation fee. Bell Micro's agreement to a cancellation will not bind us on any future request for cancellation.

8.8 If You cancel an order for Services prior to their commencement Bell Micro reserves the right to levy a cancellation charge. Where notification is given within the following time periods prior to commencement date as specified in the Order Confirmation the following charges will apply:

8.8.1 100% of price payable where notification within 1 working day;

8.8.2 50% of price payable where notification within 2-5 working days;

8.8.3 25% of price payable where notification within 6-10 working days;

8.8.4 No charge where notification in excess of 10 working days.

9. RISK AND PROPERTY

9.1 Risk shall pass to You at the time Product is delivered by Bell Micro in accordance with clause 8.1 above. Bell Micro does not accept any liability for loss or damage caused by a carrier. Once Product is Your responsibility You must keep it fully insured until You own it. You shall on demand produce evidence of this insurance to Bell Micro. Until the full price for Product has been paid You shall hold the policy and proceeds of insurance to the extent of the unpaid price on trust for us.

9.2 The ownership of Product shall not pass to You until we have received in cash or in cleared funds payment in full for the Product or any other products sold or agreed to be sold to You under this or any other Contract (or any group company of which You are part). You have no right to pledge, charge, encumber or otherwise dispose of Product or any interest therein or purport to do so until You own it.

9.3 Until such time as You own Product You shall hold it on behalf of Bell Micro and shall retain possession of it in good order and condition properly stored and protected and identified as Bell Micro's property and shall (in the absence of proof to the contrary) be deemed to deal with it and other like product supplied by Bell Micro on a 'first in first out basis'.

9.4 If there is an event of default under Condition 13.1 then we may Write to You revoking our consent for You to retain possession of, and any express or implied authority to sell use or consume any Product which You do not own. We can require You to deliver Product up to us (and You shall forthwith do so) failing which we may repossess and in order to do so may enter Your premises or that of any third party where Product is or is thought to be without liability for any resulting damage and against the consequences of which You shall indemnify Bell Micro and we may re-sell Product.

9.5 No title shall pass in any third party software supplied to You.

10. RETURNS AND RECTIFICATION

10.1 Return of Product by You must be in compliance with Bell Micro Procedures and if You fail to comply Bell Micro reserves the right to levy an administration charge (equal to 10% of the Product price subject to a minimum of £20). Failure to comply with the Bell Micro Procedures may also invalidate any warranty and in certain cases may result in Product being destroyed for which You will still be liable to pay. A restocking fee may also be applied.

10.2 No returns will be accepted without a Return Materials Authorisation ('RMA') number which may be issued by Bell Micro at its sole discretion. Returns must be in original manufacturer's shipping cartons complete with all packing materials. All Product for return shall be returned freight prepaid by You in the manner specified in the RMA. You must tell us in Writing what You wish us to do with any ineligible returns within seven days of notification of ineligibility. Otherwise we reserve the right to dispose of the Product and charge You for any costs incurred. We do not accept any responsibility for ineligible returns.

11. WARRANTIES AND LIABILITY

11.1 In the case of defective Product, Bell Micro shall pass on to You the benefit of any warranty supplied to us by the manufacturer so far as we are able to and provided that You comply with Condition 10. Further Bell Micro warrants that any Services provided to You (or to an End User at Your direction) will be provided using reasonable skill and care and as far as possible in accordance with the SoW. The above warranty excludes all other warranties and/or representations relating to the P&S.

11.2 Bell Micro shall be under no liability (a) in respect of any defect in any P&S supplied arising from any drawing design End User requirement or specification supplied by You or End User (b) for any loss of damage to or disclosure of data either contained in Product returned to Bell Micro or arising from the supply of Services by Bell Micro (and it is Your responsibility to take all adequate back-up and confidentiality precautions) (c) in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions or failure to follow instructions given by us or the manufacturer or (d) if the total price for Product has not been paid by the due date for payment.

11.3 Where Bell Micro is providing P&S to You or an End User You are solely responsible for determining Your or the End User's requirements and for ensuring that P&S is satisfactory for the purpose for which it is required and has overall sufficient functionality and compatibility. Where You fail to do this any assessment made by Bell Micro shall be accepted as binding between You and Bell Micro.

11.4 You shall ensure that (a) warranty claims are validly made (b) no Product returned to Bell Micro contains any viruses or defects (c) all warning labels and instructions applicable to Product are not tampered with and/or removed before such Product is sold on or otherwise transferred (d) all serial numbers of Product are recorded and that proper records are kept to enable Product to be traced to any third party and (e) we are allowed reasonable access to such records.

11.5 Save in the case of death or personal injury due to our negligence, the extent of our liability to You for being in breach of contract or tort shall be limited to the amount paid to and retained by us under the Contract and we shall not be liable to You for any indirect consequential or economic loss or damage (whether for loss of profit or otherwise), which arises out of or in connection with the supply of P&S or the use or resale by You of P&S except as expressly provided in these Conditions.

11.6 Without limiting the generality of the foregoing, in submitting each order You shall be deemed to represent and warrant that You are in the business of dealing in, or manufacturing, assembling or configuring computer hardware, software or related products and that You have sufficient expertise and qualifications to form Your own assessment of the qualities and characteristics of P&S (including without limitation their merchantability fitness for required purpose compatibility with other products compliance with standards and networkability, as appropriate).

11.7 Bell Micro is entitled to treat as conclusive any representation from a person who is or appears to be Your employee representative or agent and in Bell Micro's reasonable opinion has the requisite authority. This includes but is not limited to the placing of orders using OTS.

11.8 Where any loss is sustained to the property of Bell Micro or its employees subcontractors or agents while on Your or the End User's premises through the negligence or default of You or the End User then You will be wholly liable for any loss incurred.

12. INDEMNITY

If You breach any of these conditions and this causes Bell Micro any loss or damage then You shall fully indemnify Bell Micro against the same. It is agreed that such breaches shall include those of clauses 2, 3.6, 4.3, 6, 10, 11.4 and 14.

13. EVENTS OF DEFAULT

13.1 If an event of default occurs Bell Micro can without prejudice to any other right or remedy available to it send notice to You in Writing to (a) terminate or cancel the Contract and to cancel the licence to use any third party software (b) suspend any further deliveries or provision of P&S (c) suspend any warranty or other support for any P&S we have supplied (d) demand that any sums owed by You are immediately due and payable (e) set off any amounts on any account whatsoever and (f) exercise our rights under Condition 9.4.

13.2 An event of default will take place if (a) You make any voluntary arrangements with Your creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company or partnership) go into any form of liquidation, winding up, dissolution or insolvency procedure (otherwise than for the purposes of amalgamation or reconstruction) or anything analogous to the foregoing occurs in relation to You in any jurisdiction (b) someone takes control of all or part of Your assets (c) You cease or threaten to cease to carry on business (d) Bell Micro reasonably apprehends that any of the events mentioned above is about to occur and notifies You accordingly or (e) Bell Micro becomes entitled to exercise any of our rights under Condition 7.4.

14. CONFIDENTIAL INFORMATION

14.1 All information which comes to the knowledge of either of us concerning the other's respective operations including but not limited to price specific information supplied by Bell Micro to You shall be treated as confidential. It must not be disclosed to any third party without the prior consent in Writing of the party to whom the information relates unless the information was (a) known beforehand (b) becomes publicly available through no breach of confidentiality (c) is received in good faith from a third party who has no obligations of confidence in respect of such information or (d) is required to be disclosed by a court of law or similar body.

14.2 Notwithstanding 14.1 we may make such enquiries and obtain references from or provide information about You to any trade supplier credit reference agency financial institution or to our advisers.

15. GENERAL

15.1 Any notice required or permitted to be given under these Conditions shall be in Writing addressed to the receiving party at its registered office or principal place of business. Any signature given by way of electronic signature shall be deemed by the receiving party to have been given by the signatory at the time represented and to be binding upon that party.

15.2 Neither of us will be liable to the other for any delay or failure under the contract (apart from Your failure to pay) if the delay or failure was due to force majeure or any cause beyond reasonable control.

15.3 If we waive Your breach of any provision of any Contract that will not be treated as a waiver of any other or subsequent breach of the same or any other provision of that or any other Contract. Bell Micro's rights under these Conditions are in addition to any other rights which Bell Micro may have under the general law or otherwise. If 'You' comprises two or more persons, Your obligations are joint and several.

15.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

15.5 None of these terms are enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person/party who is not a party to the Contract.

15.6 These Conditions and all Contracts shall be governed by and construed in accordance with English law SAVE THAT in the case of Product to be delivered by us or You to premises in Scotland these conditions shall be governed by Scottish law.

15.7 Any special terms for P&S to be supplied outside the United Kingdom shall be specified in the Order Confirmation.

2 January 2007