



## Credit Application Form

Please return the completed application form by **fax** to **023 9262 3350** or by **post** to this address:

**Printware Limited**  
Ameiva Court  
Quartremaine Road  
Portsmouth  
Hampshire  
PO3 5QP

### Please ensure you have supplied the following:

	✓
1. Completed Credit Application Form.	
2. Sample copy order or letterhead (this must state company registration number if a Limited Company)	

**Please note** your credit application cannot be processed if not fully completed, i.e. the details of two trade references and bank details to obtain bank references if needed. **PO Boxes or mobile numbers cannot be accepted.**



### Company Details

Company Name:

Company Address:

Contact:

Job Title:

Tel:

Fax:

Quote Rec/No:

#### Full Trading Name:

Full Postal Address (if different from above):

Post Code:

Tel:

Fax:

Trading Entity:

Limited Company/Partnership/Other

Company Registration No:

Registered Office/Principal Trading Office (if different from above):

Post Code:

VAT Registration Number:

### Sole Trader or Partnership

Trading name of the business:

Full name(s) and trading address(es) of the individual, or of all partners, owning the business:

(Particulars of any additional partners should be attached on a separate sheet)

Tel:

Fax:

Email:

Date Business Established:

Annual Turnover (Last Year):

### Bank Details

Account Name:

Account Number:

Sort Code:

Bank:

Bank Address:

Purchase Ledger Contact:

Tel:

Estimated Credit Required/Month: £

Your bank may be requested to fax a reference by return. Your instruction to your banker to supply this reference is required. Any/All charges incurred, must be met by the account holder.

### Trade References

Company Name: (1)

(2)

Tel:

Tel:

We agree to the Printware Ltd. Terms and Conditions of Sale and Service, and note that payment terms are thirty days, unless otherwise agreed in writing.

Name:

Position:

Signature:

Date:



### Printware Limited Standard Terms & Conditions of Sale

#### Orders

1. All contracts of sale between you and Printware incorporate these terms and conditions, which will prevail over any other terms from you.
2. All orders are subject to availability and confirmation by us. Cancellation of orders by you following receipt of such confirmation is not possible as many orders will be forwarded for despatch on the same day the order is placed.
3. Additional terms and conditions may apply for prize competitions, manufacturer special offers and our added value services such as maintenance contracts.

#### Delivery

1. Delivery must be to an address in the United Kingdom. All deliveries must be signed for (except items sent by post and which are small enough to be put through your letterbox).
2. We make every effort to keep our delivery charges as low as possible. You only pay one delivery charge, irrespective of the number of products ordered.
3. Most products are delivered either by courier or by post, depending on their size and value. Very occasionally different products in the same order may be delivered separately. All deliveries must be signed for. If you are out when the courier arrives, the courier will leave a card with a contact number for you to call.
4. Delivery times are calculated in working days - i.e. Monday to Friday inclusive (but excluding bank holidays). If you order after 4.00pm, please calculate your delivery time as if your order had been placed the following working day.
5. We do everything we can to meet the delivery times specified in this section. However, occasionally delivery times may be affected by factors beyond our control and therefore they cannot be guaranteed. We will inform you if we become aware of an unexpected delay.
6. If due to a failed delivery the products are returned to us, we reserve the right to pass on to you any costs associated with storing and insuring the products.

#### Payment & Prices

1. Products, together with VAT, are invoiced at the price prevailing at time of order.
2. The price of the goods may be changed from the one advertised. Please confirm the price before you order.
3. We accept payment by bank transfer, cheque, credit or debit card or cash. Credit card and debit card payments are taken at the point of customer order not on dispatch of goods.
4. Goods bought on credit must be paid for

within 30 days of our invoice date. We may share customer credit history information with relevant credit agencies.

5. We remain owners of the goods you purchase until you have paid for all of them in full. We can retrieve and resell them if they are not paid for. This applies to all goods we supply to you and to any money owing in respect of any transaction with you.
6. Under the Late Payment of Commercial Debts Regulations 2002, we can exercise our statutory right to charge interest at 4% above National Westminster Bank base lending rate plus an administration charge on all invoices overdue.
7. If you have a credit account with us then we reserve the right to stop supplying you at any time. If we stop supply we also reserve the right to withdraw any credit facility such that the whole of your account becomes due for payment forthwith.

#### Product Specifications

1. We make every effort to supply the goods as advertised but reserve the right to vary actual dimensions, specifications and quantities without prior notice where necessary.
2. We 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 or caused by or resulting from any Third Party Software and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation.
3. Unless otherwise agreed, the products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified. We reserve the right to increase our quoted or listed price, or to charge accordingly in respect of any orders accepted for products of non-standard specifications.

#### Proprietary Rights in Software Products

1. It is your sole responsibility to comply with any terms and conditions of any licence attaching to Third Party Software supplied and delivered by us. You are hereby notified that failure to comply with such terms and conditions could result in you being refused a software licence or having the same revoked by the proprietary owner. You further agree to indemnify us in respect of any costs, charges or expenses incurred by us at the suit of a Third Party Software owner as a result of any breach by you of such conditions.

#### Returns

1. We believe that you will be delighted with your order but there may be occasions where you feel it necessary to return an item. These terms do not affect consumer statutory rights.

2. No returns will be accepted or processed without a Return Materials Authorisation (RMA) number being issued by Printware Ltd. Goods are not supplied on a trial basis. You are responsible for verifying suitability and compatibility of goods BEFORE purchasing.

3. Your statutory rights under the 'The Sale of Goods Act 1979 (including amendments) are fully supported by Printware Ltd. Please note that The 'Consumer Protection (Distance Selling) Regulations 2000' do not apply to business purchases.

4. **Unwanted Goods** - You may return any unopened goods, in original condition, which can be sold again "as new", within 14 days after the day of receipt of the goods. Customers are responsible for the delivery costs of returning the goods. You will be refunded in full (except for delivery charges) once the goods have been received and confirmed "as new". You will be liable for all administrative costs associated with the return of the goods, and this may well constitute a restocking fee which you will be advised of when arranging your return. Returns must be adequately packed and the RMA number clearly displayed without marking the original packaging.

5. We do not accept returns after 14 days from the day of receipt of goods, or on goods which have been opened and cannot be sold again "as new."

6. **Faulty Goods** - If there is a fault with your product you may return the product within 30 days of delivery for repair, replacement or refund. Goods must be received by Printware within 14 days of the RMA number being issued. Any return found not to be defective or with faults caused by accident, neglect or misuse will incur a return freight charge.

7. When an item is to be replaced or refunded the goods must be in original packaging, and with all original boxes, packing materials, manuals, blank warranty cards and all other accessories and documentation provided by the manufacturer. Goods must be adequately packed and the RMA number clearly displayed without marking the original packaging.

8. Our promise to replace products or refund your money does not apply to faulty goods where the fault has been caused by accident, neglect or misuse, or if you return the product to us without proof of purchase.

9. Please email our Customer Care department [customercare@printware.co.uk](mailto:customercare@printware.co.uk) stating the reason for return, your order number, and request an RMA No.

#### Warranty

1. To the best of our knowledge, all products supplied by us are warranted to be free from defects in workmanship and materials. No



## Printware Limited Standard Terms & Conditions of Sale continued

products are tested or sold as being fit for any purpose or use under specific conditions unless expressly agreed in writing.

2. You get the benefit of the manufacturer's warranty in respect of all the goods we sell. Please note that we do not provide any warranties ourselves in respect of the goods and we exclude any warranties express or implied by statute, common law or of any other kind. We are willing however to sell you an additional top-up warranty to supplement the manufacturer's warranty.

3. This warranty shall not apply if the hardware products have been worked upon, altered or damaged in any way by the you or your employees or agents, or if it has not been used in accordance with the manufacturer's instructions.

### Liability

1. We are resellers to business customers and as permitted under the Unfair Contract Terms Act 1977 we exclude liability for claims regarding the quality or fitness for purpose of goods or otherwise which consumers can make under the Sale of Goods Act 1979. We are liable for death or personal injury caused by our negligence. We do not accept any liability for indirect or consequential losses or loss of profits.

2. Our liability in respect of breach of the terms of any order shall be limited to the invoiced value of such order.

3. The provisions of this Clause shall survive the expiry or termination of these terms and conditions howsoever arising.

### Health and Safety

1. In accordance with the Health and Safety at Work Act 1974 and the Consumer Protection Act 1987, we confirm that to the best of our knowledge the products we supply as a distributor do not present a hazard to health and safety when properly used for the purpose for which they are designed, provided you take reasonable and normal precautions in their use.

### General

1. If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.

2. Any waiver of a breach of this Agreement must be in writing and shall not constitute a subsequent waiver of any such right, requirement or default. Any failure by a party to exercise its rights or remedies under these terms and conditions shall

not operate as a waiver of such rights or remedies.

3. We reserve the right to amend these terms and conditions, subject to providing notice to you, or by posting the amended terms upon the website [www.printware.co.uk](http://www.printware.co.uk).

4. Any notices given under this agreement shall be in writing and sent (a) by first class pre-paid post to the last known address of you or (b) by fax to your last known fax number or (c) by electronic transmission to an email address specifically notified for that purpose. The notice shall be deemed served (a) two working days after posting or (b) upon receipt of a successful transmission report or (c) immediately upon transmission provided that confirmation of receipt is received/a confirmatory copy is sent by first class pre-paid post or delivered by hand by the end of the next business day.

5. The provisions of The Contracts (Rights of Third Parties Act) 1999 shall not apply to this agreement.

6. The relationship between us is one of independent contractors and nothing contained in these terms and conditions shall be construed as constituting or establishing any partnership or joint venture between us.

7. You shall not be entitled to assign, delegate, transfer, sub-contract or otherwise dispose of this agreement.

8. Save with respect to fraudulent misrepresentation, these terms and conditions constitute the entire agreement between us and replaces all previous written or oral agreements to the extent they remain unperformed. Printware Limited is a registered Data Controller in accordance with the Data Protection Act 1998 ("The Act"). We will only process your personal data in accordance with the Act.

9. This agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

We are:

**Printware Limited**  
Ameiva Court  
Quartremaine Road  
Portsmouth  
Hants  
PO3 5QP

Registered in England No. 2440348  
VAT No. 310 6982 69

V4 - 310107

**Signed:**

**Print Name:**

**Date:**