



Account Application Form

Company Name: _____

Registered Address: _____

Invoice Address: _____

Co Reg. Number: _____

Years Trading: _____

Telephone No.: _____

Fax Number: _____

E-mail (For sales confirmations) _____

Website: _____

Bankers Name: _____

Address: _____

Sort Code: _____

Account Number: _____

Trade Ref 1: _____

Trade Ref 2: _____

Accounts Contact: _____

Standard Terms and Conditions of Sale

1. Comms Express Limited agree to sell to "The Buyer" identified on Comms Express's order "the products" solely on these terms, which shall prevail over any other terms and conditions expressed or implied and by placing the order or allowing delivery of the products the Buyer accepts these terms and withdraws any other terms it may have proposed.
2. Prices are as quoted on the current price list (except where Comms Express notifies a change when the Buyer may immediately cancel the order) plus VAT and delivery charges where applicable.
3. All drawings, dimensions, weights and measurements are approximate. The catalogue description and any exhibition of samples are only broad indications of the products and Comms Express may supply products of substantially similar performance and shall thereby conform to the order.
4. The buyer acknowledges no representation or warranty has been given or will apply to the products other than those as to title or as detailed in Comms Express's order or confirmation or where it can pass on the benefit of the manufacturer's warranties and the buyer confirms it has chosen the products as being of merchantable quality and suitable for its particular purpose.
5. Delivery shall take place and risk will pass when the products are collected by the buyer or if Comms Express is to deliver to the buyers specified location, when the products are off-loaded or the attempt to deliver is made if the carrier fails to locate the buyer or its agent at the address supplied.
6. Comms Express shall use reasonable endeavours to deliver the products on the date indicated (time for which shall not be of the essence) but shall not be liable if delivery is achieved within a week of that date, for any failure due to causes beyond its immediate control nor for any loss either direct, indirect or consequential in nature.
7. The buyer shall notify to Comms Express shortages and failure to deliver on the indicated date within three days but otherwise Comms Express will not be liable for any deficiency or delay. Comms Express will only be responsible for replacing the defective or missing product and will only accept returns of non defective products by prior arrangement and if they are current stock and will be subject to a handling fee of 15%
8. Time for payment shall be of the essence and unless credit arrangements are endorsed on the confirmation Comms Express shall not be bound to deliver the products until payment has been received.
9. If the buyer fails to make any payment on time or becomes or appears to be insolvent Comms Express may not withstanding previous credit arrangements: -
 - 9.1 Postpone or cancel further deliveries and/or require payment in advance
 - 9.2 Bring an action for the amount of all unpaid invoices whether or not they are then due or property in the products has passed
 - 9.3 To charge interest on the unpaid amounts at 4%pa above its banks base rate; and
 - 9.4 Take possession of all products delivered to the buyer for which purpose it may enter the buyers property or as its agent on the property of any third party to remove them if incorporated in to other items and to apply to the debts outstanding so much of the then current re-sale value of the products less the cost of re-possession storage and resale.
10. Whilst the buyer owes any money whatsoever to Comms Express it shall not receive either legal or beneficial title to the products but shall hold all products on trust separate and marked with Comms Express's name and insured for its benefit with a power only to sell them for full value to a third party and hold the proceeds of sale or any insurance claim or the right to receive the proceeds on trust for Comms Express which is authorised to collect the proceeds from any party who is due to make payment.
11. Where the products comprise a system of computer hardware and software components Comms Express only passes on (where it can) the benefit of the manufacturers warranties and software licence and warrants title and functionality of the components in accordance with their individual manufacturers specifications and delivery shall comprise acceptance.
12. On return of any defective products Comms Express shall at its option either supply a replacement or refund the purchase money but shall not be liable if the products have been modified or used or maintained otherwise than in accordance with Comms Express's or manufacturers instructions and good engineering practice or if the defect arises from accident or neglect.
13. Other than identified above and subject to Comms Express not limiting its liability for causing death and personal injury, it shall not be liable for indirect or consequential loss and otherwise its liability shall be limited to the amounts paid by the buyer for the product.
14. This contract shall be subject to the laws of England and the jurisdiction of its Courts.

I Acknowledge that I have read the terms and conditions of sale and that your payment terms are strictly 30 days net monthly

Signed: _____

Date: _____

Print Name: _____

Please fax back to 0845 2000 257