



IT SERVICES

PROACTIVE. EXPERIENCED. RELIABLE.

MJS IT SERVICES LTD

CREDIT APPLICATION



MJS IT SERVICES LTD - CREDIT APPLICATION

ACCOUNT MANAGER: _____

Full Trading Name & Address _____

Post Code _____

Telephone Number _____

Fax No _____

Registered Address (if different) _____

Post Code _____

Company Registration No _____

VAT Number _____

No of Years Trading _____

Credit Limit Required
(Subject to Approval) _____

Contact _____

Email Address _____

Telephone No _____

Accounts Contact _____

Email Address _____

Telephone No _____

Trade References

Account Contact _____

Email Address _____

Telephone No _____

By signing this credit application, you confirm that the details are correct to the best of your knowledge. You agree to the provision for using a credit account as outlined above and agree to the terms and conditions of MJS IT Services Ltd. Please return completed application form by one of the following methods: to MJS IT Services Ltd, The Royal Stores, 152 Offmore Road, Kidderminster, Worcestershire, DY10 1SB (by post), to accounts@mjsits.co.uk (by email) or to 0871 2883675 (by fax).

Authorised Signatory _____

Position _____

Print Name _____

Date _____

MJS IT SERVICES LTD - CREDIT APPLICATION

In these conditions the expression "the Company" means MJS IT SERVICES LTD

1. GENERAL

Unless otherwise expressly agreed in writing all goods are the subject of this contract, ("the goods") are sold subject to the following conditions to the exclusion of any conditions of the purchaser, and no agent or representative of the company has any authority to vary or omit these conditions or any of them. Further, goods, which are subject to provisions or restrictions imposed by manufacturers license conditions are sold subject to such license provisions or restrictions.

2. PRICES

- 2.1 Unless otherwise stated, prices stated are exclusive of VAT which will be charged at the applicable rate and recoverable as part of the price by the company.
- 2.2 Prices invoiced will be those ruling at the date of despatch. Prices shall exclude the cost of packaging and carriage unless otherwise agreed by the company and purchaser in writing.

3. DELIVERY

- 3.1 The company will use its reasonable commercial endeavors to deliver at the time stated, but delivery date shall be regarded as approximate only.
 - 3.1.1 Failure to deliver at the time stated should not be sufficient cause for cancellation and the company will not be liable for any losses, costs, damage or expenses consequential or otherwise suffered by the purchaser.
- 3.2 Where delivery is made by the installments, delay in delivering one or more installment shall not entitle the purchaser to refuse to accept any remaining installments.
- 3.3 The purchaser shall not refuse to accept delivery of any consignment or installment on account of any shortage or defect in any other delivery.
- 3.4 Delivery shall take place when goods are delivered to the purchaser's premises unless the purchaser has given the company special instructions as to carriage or delivery in which case delivery shall take place when the goods are delivered to the order of purchaser.

4. TERMS OF PAYMENT

- 4.1 If credit terms are given, payment should be made in full within 30 days of the invoice date, not later.
- 4.2 If payment is not made on the due date, or if there is a default or refusal on the part of the customer to take delivery of any goods or materials, all monies owing (whether due or not) by the customer to the company shall become due and the company may without any prejudice to any of its right within these conditions withdraw any discounts and charge interest on the sum of the outstanding amount at a rate of 4% above the rate of Barclays Bank PLC, the interest will accrue in a daily basis until the date of actual payment.
- 4.3 All payments are to be made on or before the due date as a condition precedent to future deliveries and where the goods are delivered in installments, payment for each installment shall be a condition of delivery of subsequent installments.
- 4.4 All payments should be made without any deductions.
- 4.5 The purchaser will pay all costs and expenses, including without limitation, legal and other debt collection expenses incurred by the company in their attempts to recover all or any amounts due.

5. TITLE AND RISK

- 5.1 Title and Risk in goods shall pass to the purchaser upon delivery, who is then responsible to insure the goods for their full value.

6. DAMAGE IN TRANSIT

- 6.1 Except where the purchaser has given special instructions as to carriage or delivery, the Company will either repair or replace free of charge goods damaged in transit or allow credit.

MJS IT SERVICES LTD - CREDIT APPLICATION

- 6.2 Where carriers deliver the goods the company should have enough time to comply with the carriers conditions, for the notification of such claims.
- 6.3 In the absence of such notification the purchaser shall be deemed to have accepted the goods.

7 SHORTAGE INCOMPLETE ORDERS DAMAGED GOODS AND NON-DELIVERY

- 7.1 No claims for incomplete orders or damaged goods shall be made unless shortages or damages are noted on the delivery note when the delivery is inspected, the company has to be notified within 2 days and within 10 days they would also require a written notice, without these the purchaser is deemed to have accepted.
- 7.2 No claims for non-delivery will be made unless notified within 7 days of receipt.

8 RETURN OF GOODS

The purchaser shall not be entitled to return goods for credit, except by special arrangement confirmed by the company in writing. The invoice number and date of delivery must accompany any request for return of goods.

9 WARRANTY

- 9.1 As is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded and the company shall not be responsible for any loss, damage, expense or injury of any kind, consequential or otherwise, arising out or due/caused by defects of any sort in the goods supplied, whether these defects are caused by negligence on the companies behalf.
- 9.2 The company agrees to replace/repair, defects, which arise, solely from faulty materials or workmanship within 7 days of delivery. The company needs to be informed in writing, if the company accepts the liability for the defect they will issue an RMA number (returns material authorisation number) which should be bearing on the return product, which should be returned as soon as possible.
- 9.3 Clause 9.2 is only put into place if:
 - 9.3.1 The purchaser has followed all instructions issued by the company in relation to goods;
 - 9.3.2 The purchaser has complied with the provisions/restrictions imposed by the manufacturer's license condition.
 - 9.3.3 Defect which would have been apparent to the purchaser on examination or the goods on delivery should be notified within 14 working days;
 - 9.3.4 If a part becomes defective it should be notified within 7 working days
- 9.4 Goods that are returned for repair will be returned to the purchaser if they do not bear a RMA number.
- 9.5 The company does not exclude its liability for death/personal injury and accepts liability for any breach on the part of the company of undertaking as to title, quiet possession and freedom from encumbrance which may be implied by section 12 of the sale of goods act 1979.
- 9.6 This clause shall not deprive a purchaser dealing as a consumer pursuant to section 12 of the unfair contract terms act 1977 of his statutory rights.

10 LIMITATION OF LIABILITY

Without prejudice to clause 9.5 and 9.6 the amount of any damages recoverable by the purchaser from the company for breach of contract or negligence shall be limited to the invoice price of goods.

11 INABILITY TO SUPPLY

- 11.1 Without prejudice to any other condition, should the manufacture, supply or despatch of the whole or any part of the goods contracted to be interrupted, prevented or hindered by any cause or causes whatsoever beyond the company's control, the company shall be entitled to postpone or suspend any delivery under the contract until any such cause has ceased to operate. They shall be under no liability in respect to postponement or suspension.
- 11.2 If delivery is delayed by more than 3 months the company has the option of cancelling the contract and refunding any payment made by the purchaser.

MJS IT SERVICES LTD - CREDIT APPLICATION

12 TERMINATION

The company shall be entitled to terminate any contract forthwith without prejudice to its own rights accrued at the date of such termination and to recover any damages in the event of any breach by the purchaser of its obligations hereunder or if the purchaser shall be adjudicated bankrupt or has a receiving order against it, or being a company, if an administrator, administrative receiver or a receiver is appointed of the whole or any part of its assets or undertaking or winding-up order is taken against the purchaser.

13 CANCELLATION

Orders may not be cancelled except by agreement in writing by both parties and upon payment to the Company of such amount as may be necessary to indemnify the Company against loss resulting from the said cancellation.

14 INTELLECTUAL PROPERTY

The purchaser will identify the company against all damages, penalties, costs, losses and expenses suffered by the company or for which it may become, liable in respect of the infringement of any intellectual property including any patent, copyright, design, right, trademark or trade name.

All catalogues submitted by the company shall remain the property of the company together with the copyright there in and may not be copied or used for any purpose other than that for what they are supplied.

15 GOVERNING LAW

The contact shall be governed by and in accordance with English law and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

I AGREE TO ABIDE BY AND RESPECT THE ABOVE GUIDELINES OF TRADING, WITH MJS IT SERVICES LTD AND HEREBY SIGN TO AGREE THAT WE WILL DO ALL IN OUR POWER TO FOLLOW THESE GUIDELINES.

SIGNED _____

DATE _____