

Account Application Form

COMPANY INFORMATION

Company Name (in full):

Trading Name:

Invoice Address:

Postcode:

Country:

Delivery Address:

Postcode:

Country:

Telephone:

Website:

Company Registration Number:

ACCOUNTING INFORMATION

Accountants / Auditors Name:

Bank Name:

Sort Code:

Bank Account Number:

VAT Registration Number:

Please tick account type:

Cash

Credit

Approximate credit required:

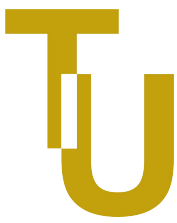
€ / £ 5,000

€ / £ 10,000

€ / £ 20,000

€ / £ 30,000+

Other, please specify



CONTACT INFORMATION

Accounts Payable Name: _____

Accounts Payable Email: _____

Accounts Payable Telephone: _____

Purchasing Manager Name: _____

Purchasing Manager Email: _____

Purchasing Manager Telephone: _____

Managing Director Name: _____

Managing Director Email: _____

Managing Director Telephone: _____

Compliance Requirement – Anti-Fraud Regulation

Please attach a full copy of a recent utility bill dated within 3 months (a copy of your Tenancy Agreement will be accepted if no form of utility bill is available)

Additional Information

- Please note that there is a 2.5% surcharge on all credit card payments
- Orders will only be released once funds have cleared the bank account either via CHAPs or BACs
- All orders must be accompanied by an official Purchase Order

Please sign below to confirm agreements

a) I can confirm that the information given in this form is true, complete and accurate

b) I confirm registered signatory at Companies House and;

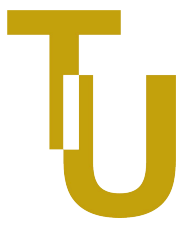
c) I acknowledge and agree that Tech Unlimited terms and conditions of sale on the following pages shall govern all purchases made by the applicant to the exclusion of all other terms and conditions

Signature: _____

Position: _____

Print Name: _____

Date: _____



Terms and Conditions of Sales

INTERPRETATION

The following definitions and rules of interpretation shall apply to these terms and conditions:

Conditions: the terms and conditions set out in this document.

Contract: each contract between TU and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: any person, company or firm entering any contract for the provision of goods or services to which these Conditions shall apply.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of the TU's quotation, or overleaf, as the case may be.

Goods: the Goods or any part of them set out in the Order.

TU: DLS Distribution Ltd (Company registration no. 12299784) of 2/3 Chancery Gate Business Park • Cradock Road • Reading • RG2 0AH trading as TU.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1: Basis of the Contract

1.1: TU shall provide and the Customer shall receive Goods in accordance with written Orders which are accepted by TU.

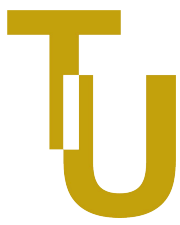
1.2: These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.3: A separate Contract shall be formed upon each acceptance of an Order by TU.

1.4: The Order shall only be deemed to be accepted when TU issues a written acceptance of the Order, at which point the Contract shall come into existence.

1.5: The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

1.6: A quotation for the Goods given by TU shall not constitute an offer.



1.7: No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and TU in advance.

2. Orders.

2.1: The Customer shall be responsible to TU for ensuring the accuracy of the terms of any order submitted by the Customer.

2.2: The quantity and description of the Goods required shall be those set out in TU's quotation, or pro forma invoice or written order form submitted by the Customer.

2.3: All orders sent to TU can only be cancelled in writing by Customer.

3: Price

3.1: All prices for Goods or services stated in any quote, estimate or acceptance of order are those current at the time of the Customer's enquiry. The price payable by the Customer for Goods or services will be the price in force at the time of delivery of the Goods or supply of services to the Customer and TU reserves the right to pass on to the Customer any increase in the price of Goods or services occurring after the time of any quotation, estimate or acceptance of an order by TU.

3.2: All prices for the Goods are exclusive of Value Added Tax or other applicable sales tax whether in substitution or in addition which shall be paid by the Customer at the rate at time of sale.

3.3: Unless otherwise agreed in writing by TU, all prices for the Goods are exclusive of TU's charges for delivery, handling or services which will be added to TU invoice for the Goods unless otherwise agreed.

4: Terms of payment

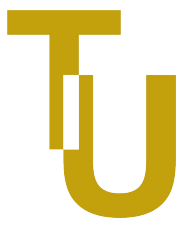
4.1: TU may at its discretion offer credit terms to the Customer subject to the status of the Customer and completion by the Customer of a credit application form supplied by TU. Such credit terms shall be governed by separate terms agreed between TU and the Customer.

4.2: Subject to any credit terms agreed, the Customer shall pay for Goods or services no later than 30 days following the date of TU invoice unless otherwise agreed in writing to TU.

4.3: If Goods are delivered in instalments, TU reserves the right to invoice each instalment as and when delivery is made to the Customer. In which case, payment shall be due in accordance with clause 4.2 notwithstanding non-delivery of other instalments or fulfilment of the entire order.

4.4: If any payments are overdue the Customer will be placed on credit hold and no further Goods or services will be delivered or made available to the Customer until all payments due to TU under any Contract have been paid. Repeated failure by the Customer to comply with TU payment terms will result in permanent withdrawal of credit facilities.

4.5: If payment is not received by the relevant due date, TU may charge the Customer interest on any overdue amount (on a daily basis) from the due date of payment to the date of actual payment (both dates inclusive) at the rate of four (4) per cent above the Nat West Bank PLC Base Rate for the time being in force.



4.6: All payments made by the Customer to TU shall be in sterling in immediately available funds, free and clear of any right of set off, counter claim or any withholding or deduction whatsoever. Payment shall be made to the bank account nominated in writing by TU. Time for payment is of the essence.

5: Delivery

5.1: Delivery of Goods shall be made by TU as agreed by Customer to chosen destination.

5.2: Unless specifically agreed in advance and in writing any dates quoted for the delivery of Goods are approximate only, and TU shall not be liable for any delay in delivery of Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by TU in writing. The Goods may be delivered by TU in advance of the quoted delivery date upon giving reasonable notice to the Customer.

5.3: Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by TU to deliver any one or more of the instalments in accordance with these Conditions, or any claim by the Customer, in respect of any one or more instalments shall not entitle the Customer to treat the contract as a whole as repudiated.

5.4: The Customer must notify TU within three days of the date quoted for delivery if the Customer fails to receive delivery of the Goods on the date quoted for delivery of the Goods.

6: Risk and Property

6.1: Risk of damage to or loss of the Goods shall pass to the Customer:

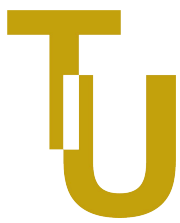
6.1.1 in the case of Goods to be delivered at TU's premises at the time of collection;

6.1.2 in the case of Goods to be delivered otherwise than at TU's premises, at the time of delivery or if the Customer wrongfully fails to take delivery of the Goods, the time when TU has tendered delivery of the Goods.

6.2: Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until TU has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by TU to the Customer for which payment is then due.

6.3: Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as TU fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as TU's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to TU for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

6.4: Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), TU shall be entitled at any time to require the Customer to deliver the Goods to TU and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.



6.5: The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of TU, but if the Customer does so all moneys owing by the Customer to TU shall (without prejudice to any other right or remedy of TU) forthwith become due and payable.

7: Warranties and Liability

7.1: The Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer. The Customer hereby acknowledges that any propriety 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 the Customer's sole responsibility to comply with any terms and conditions of licence attaching to Third Party Software supplied and delivered by TU (including if so required the execution and return of a software licence). The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software licence or having the sale revoked by the propriety owner.

7.2: The Customer further agrees to indemnify TU in respect of any costs, charges or expenses incurred by TU arising out of or in connection with any claim made against TU as a result of any breach by the Customer of the conditions set out in clause 7.1.

7.3: Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7.4: Any claim by the Customer, which is based on any defect in the quality or condition of the Goods where those Goods are items of computer hardware or computer software media only, shall (whether or not delivery is refused by the Customer) be notified to TU within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify TU accordingly, the Customer shall not be entitled to reject the Goods and TU shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered or performed in accordance with the Contract.

7.5: TU shall not be liable for any defect in the quality or condition of the Goods where:

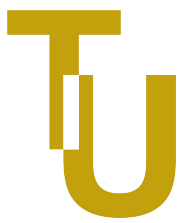
7.5.1: Notice of the defect is given after expiry of any applicable manufacturer's warranty; or

7.5.2: the defect arises because the Customer failed to follow TU's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

7.5.3: the Customer alters or repairs those Goods without the written consent of TU; or

7.5.4: the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions.

7.6: Except in respect of death or personal injury caused by TU negligence:



7.6.1: TU shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of TU, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (or their use or resale by the Customer) except as expressly provided in these Conditions; and

7.6.2: TU's total liability to the Customer in respect of all other losses arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 50% of the price of the Goods supplied under the relevant Contract.

7.7: TU in its absolute discretion may decide to take back Goods which are free from defects but which the Customer wishes to return to TU on payment of a restocking fee on condition that the Goods are returned to TU free from defects.

8: Order Cancellation

8.1: Except as provided herein, the Customer shall not be entitled to return any Goods or cancel any orders which TU has accepted without prior written agreement from TU and any such cancellation or return shall be subject to:-

8.1.1: the Customer indemnifying TU in full for any costs, charge, expenses, damages or loss (including loss of profit) incurred or suffered by TU in respect of such return or cancellation; and

8.1.2: the Goods returned being accompanied by a reference to an RMA number issued by TU and being in stock condition, complete with all packing and appropriately boxed.

8.2: If TU, in its absolute discretion, does decide to take back goods, then prior authority must be received from TU with an appropriate Returns Materials Authorisation (RMA) number quoted. The Goods must be properly packed and in their original packaging and must be in a saleable condition. Insofar as computer software is concerned, its return will not be accepted if the original packaging and/or seal has been opened or broken by the Customer or if the goods are not in saleable condition.

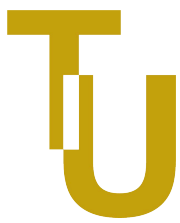
8.3: If TU nevertheless agrees to accept any goods in a non-saleable condition, TU reserves the right to charge the cost to the Customer of bringing the goods to a saleable condition.

8.4: The cost of returning the goods to TU shall be borne by the Customer.

9: Termination

9.1: Without prejudice to any other right or remedy available to TU, TU shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, if:

9.1.1: The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes



into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2: An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

9.1.3: The Customer ceases, or threatens to cease, to carry on business;

9.1.4: The Customer's financial position deteriorates to such an extent that in TU's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

9.1.5: TU reasonably apprehends that any of the events mentioned in clause 9.1.1 to 9.1.4 above is about to occur in relation to the Customer and notifies the Customer accordingly;

9.1.6: the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so.

10: Privacy & Personal Data Usage: (Full T&Cs available on request)

10.1: Personal information is data that can be used to uniquely identify or contact a single person. Customer may be asked to provide personal information anytime you are in contact with TU or a TU affiliated company. TU and its affiliates may share this personal information with each other and use it consistent with its Privacy Policy (a copy of which will be provided upon request). They may also combine it with other information to provide and improve our Goods & services, content and advertising. This also allows us to keep customers updated with latest announcement and upcoming events. If you do not wish to be on our mailing list, you may opt out at any time by updating your account preferences or by contacting us.

10.2: TU may use your personal information to send important notices, such as communications about purchases and changes to our terms, conditions and policies. As this information is important to your interaction with TU, you may not opt out of receiving these communications. We may also use personal information for internal purposes such as auditing, data analysis and research to improve TU Goods, services and customer communications.

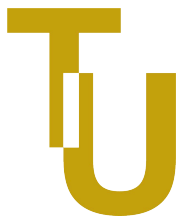
11: General

11.1: Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at the address shown overleaf or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.2: No waiver by TU of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3: 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.

11.4: The Contract shall be governed by the laws of England and the parties hereto submit to the exclusive jurisdiction of the Courts of England and Wales.



11.5: The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.