



Credit Application Form

Type of Business

Sole Trader Partnership Limited Company

Full Name of Business _____

Trading Name (if different) _____

Registered Address _____

_____ Postcode _____

Sole Trader / Partnership Details

Full Name and Home Address of Proprietor / Partners

Postcode _____ Postcode _____ Postcode _____

Limited Company Details

Registered Company No. _____ Directors Position

Registered Company Address (if different from above) _____

Postcode _____ Co. Secretary _____

About Your Business

Date Commenced Trading _____ Number of Employees _____

Turnover Last Year £ _____ Projected Turnover For This Year £ _____

Sales Contact _____ Position _____

Telephone _____ Fax _____ E-mail _____

Bought Ledger Contact _____ Position _____

Telephone _____ Fax _____ E-mail _____

Type of business

How would you classify your Business in terms of the IT marketplace?

Value Added Reseller Original Equipment Manufacturer Other (please provide details)

Consultancy Retail Outlet

Premises

Leasehold Freehold Retail Office Industrial Unit Domestic residence

Credit Requirement

Which type of account do you require? Credit Account Cash Account

Method of Payment Cheque BACS Credit Card*

*Please Note: Administration charge may be applied

Credit Limit Required £ _____

If we are unable to approve a credit account, would you still like to obtain a cash account? Yes No

References

Company Name

Company Name

_____ Postcode _____

_____ Postcode _____

Monthly Spend Credit Limit £ _____

Monthly Spend Credit Limit £ _____

Credit Controller _____

Credit Controller _____

Bank Details

Name _____

Address _____

_____ Postcode _____

Sort Code _____ Account Number _____

Length of Time With Bank _____ Do You Have a Company Credit Card _____

Payment shall be 30 days from the end of the month of invoice – Errors and Omissions to be notified in writing within 14 days.

Our terms and conditions of sale are attached. Please sign below to confirm you have seen and accept of these terms.

For and on behalf of

Signature..... Title..... Date.....

Please fax this completed form to 01582 866 777

Terms and Conditions of Sale

1. In these Terms and Conditions the following words or phrases bear the following meanings:

"The Buyer" means any person, firm or company for whom or on whose behalf GSM Printer and Label Systems Ltd (trading as Barcode Superstore) undertakes any business;

"GSM Printer and Label Systems Ltd (trading as Barcode Superstore)" and "GSM Printer and Label Systems Ltd (trading as Barcode Superstore)" means GSM Printer and Label Systems Ltd (trading as Barcode Superstore), whose registered office is situated at Park House, Parkside Drive, Houghton Regis, LU5 5QN.

"The Goods" means any articles of any type or composition supplied by GSM Printer and Label Systems Ltd (trading as Barcode Superstore) to the buyer;

"The Confirmation of Order" means the letter of confirmation sent to the Buyer by GSM Printer and Label Systems Ltd (trading as Barcode Superstore) in accordance with Condition 7 hereof;

"The Contract" means the agreement made between the Buyer and GSM Printer and Label Systems Ltd (trading as Barcode Superstore) upon the Confirmation of Order being Given by GSM Printer and Label Systems Ltd (trading as Barcode Superstore);

"The Contract Price" means the price payable by the Buyer to GSM Printer and Label Systems Ltd (trading as Barcode Superstore) for the goods supplied by GSM Printer and Label Systems Ltd (trading as Barcode Superstore);

"The Despatch Point" means, Park House, Parkside Drive, Houghton Regis, Bedfordshire, LU5 5QN.

2. These Terms and Conditions shall be incorporated in every Contract made between GSM Printer and Label Systems Ltd (trading as Barcode Superstore) and the Buyer and shall not be subject to variation by the buyer.

3. Unless otherwise agreed in writing by GSM Printer and Label Systems Ltd (trading as Barcode Superstore) these Terms and Conditions shall override any terms and conditions stipulated, incorporated or referred to by the Buyer whether in the Contract or in any negotiations and all guarantees, warranties or conditions (including any conditions as to quality or fitness for any purpose) whether express or implied by statute, common law or otherwise are excluded and hereby negated in so far as it is reasonable to do so.

4. ACCEPTANCE

The Buyer shall inspect the Goods immediately upon collection from the Despatch Point or upon taking delivery and shall notify GSM Printer and Label Systems Ltd (trading as Barcode Superstore) within two days by verbal contact and within seven days in writing of any matter or thing by reason whereof it alleges the Goods are not in accordance with the Contract. If the Buyer shall fail to give such notice the Goods shall be deemed to be in accordance with the Contract in all respects and the Buyer shall be bound to accept them and to pay for the same.

5. INSURANCE AND RISK

(1) Subject to the provisions of Condition 14 the Goods supplied to the Buyer by GSM Printer and Label Systems Ltd (trading as Barcode Superstore) shall be at the risk of the Buyer either -

(i) Immediately upon delivery to the Buyer or upon being received into the custody on the Buyers behalf whichever is the sooner; or

(ii) Upon collection from the Despatch Point by the Buyer; whichever shall be the sooner and the Buyer shall in either case thereafter keep GSM Printer and Label Systems Ltd (trading as Barcode Superstore) indemnified in respect of any loss or damage to the Goods howsoever arising or caused.

(2) When the Contract requires that GSM Printer and Label Systems Ltd (trading as Barcode Superstore) deliver the Goods to the Buyer GSM Printer and Label Systems Ltd (trading as Barcode Superstore) shall insure the Goods during transit in the United Kingdom until arrival at the Buyers premises.

(3) If the Buyer shall sign a clear delivery note upon taking delivery of the Goods GSM Printer and Label Systems Ltd (trading as Barcode Superstore) shall accept no further responsibility for the damage during transit.

6. INDEMNITY

The Buyer shall indemnify GSM Printer and Label Systems Ltd (trading as Barcode Superstore) against all damages, penalties, costs and expenses to which GSM Printer and Label Systems Ltd (trading as Barcode Superstore) may become liable if any work done in accordance with the Buyers specification involves an infringement of a registered design, patent, trade mark or similar right.

7. CONFIRMATION OF ORDER

(1) The price given in the quotation shall apply for a period of thirty days from the date thereof.

(2) The Contract or order will not be valid until confirmed by GSM Printer and Label Systems Ltd (trading as Barcode Superstore) in writing and such confirmation shall be deemed to have been made upon posting the same to the last known address of the Buyer. Immediate despatch by GSM Printer and Label Systems Ltd (trading as Barcode Superstore) shall be deemed to be the equivalent to an Order Confirmation being sent.

(3) GSM Printer and Label Systems Ltd (trading as Barcode Superstore) may at their absolute discretion decline to accept any order.

8. PAYMENT

(1) The Contract price excludes VAT. The VAT shall be added to the Contract price and shall be payable by the Buyer in the same manner as the Contract price.

(2) The payment of the Contract price shall be made by the Buyer to GSM Printer and Label Systems Ltd (trading as Barcode Superstore) within thirty days of the date of the Invoice unless any prior agreement has been made in writing to the Buyer.

(3) The Contract price is based upon the cost of materials, packaging, transport, freight, insurance, labour charges, import duties, and overhead expenses ruling at the date of quotation. If any increase in the cost of these items takes place at any time after thirty days after the date of quotation and prior to the date of delivery or collection then the Contract price shall be the price ruling at the date of delivery or collection.

9. CANCELLATION OR VARIATION

No cancellation or variation by the Buyer of any order can in any circumstances whatsoever be accepted without the consent in writing of an authorised representative of GSM Printer and Label Systems Ltd (trading as Barcode Superstore).

10. SPECIFICATION

Specifications including any reference as to colour, drawings, and similar documents submitted by GSM Printer and Label Systems Ltd (trading as Barcode Superstore) must be regarded as approximate representations only and are not binding in detail. Weights, measurements, power, capacities and other particulars are stated in good faith as approximately correct, but deviations there from shall not be made the basis of any claims against GSM Printer and Label Systems Ltd (trading as Barcode Superstore). Minor deviations from the specifications submitted by the Buyer or from any requirements of the Buyer shall not be the basis of any claim against GSM Printer and Label Systems Ltd (trading as Barcode Superstore).

11. DELIVERY TIME

Any time or date named by GSM Printer and Label Systems Ltd (trading as Barcode Superstore) for the delivery is given and intended as an estimate only and GSM Printer and Label Systems Ltd (trading as Barcode Superstore) shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

12. PASSING OF PROPERTY AND RETENTION OF TITLE

Notwithstanding delivery to the Buyer and notwithstanding incorporation into the Goods of materials supplied by the Buyer the property in the Goods supplied by GSM Printer and Label Systems Ltd (trading as Barcode Superstore) shall remain the sole and absolute property of GSM Printer and Label Systems Ltd (trading as Barcode Superstore) as legal and equitable owner until such time as the Buyer shall have paid to GSM Printer and Label Systems Ltd (trading as Barcode Superstore) the Contract price. The source code and copyright of any software product produced by GSM Printer & label Systems Ltd shall remain the property of GSM Printer & label Systems Ltd who also retain the right to resell the product.

13. LIEN

GSM Printer and Label Systems Ltd (trading as Barcode Superstore) has a lien and a right to hold (in its own or other factories or warehouses or places) the Goods and any tools or other materials supplied by the Buyer for all sums due on any account whatsoever by the Buyer to GSM Printer and Label Systems Ltd (trading as Barcode Superstore) which may exercise such lien by disposing of the Goods on any such terms as GSM Printer and Label Systems Ltd (trading as Barcode Superstore) may think fit after giving 28 days notice to the Buyer. The expenses of maintaining and exercising any lien shall be a debt forthwith due to GSM Printer and Label Systems Ltd (trading as Barcode Superstore) from the Buyer to GSM Printer and Label Systems Ltd (trading as Barcode Superstore).

14. OUTSTANDING ACCOUNTS

(1) Interest shall accrue and be charged on outstanding accounts or any unpaid balances thereof at the rate of THREE percent per annum above the base lending rate from time to time of Lloyds TSB and such interest shall be calculated on a daily basis from the date upon which payment became due until the date of actual payment (both dates inclusive) and interest at the rate aforesaid shall be charged as well after as before any judgement.

15. DETERMINATION

If the Buyer shall make default in or commit any breach of any of his obligations to GSM Printer and Label Systems Ltd (trading as Barcode Superstore) or if any distress or execution shall be levied upon the Buyer, its property or assets or if the Buyer shall make or offer to make any arrangements or composition with creditors or if any petition or receiving order in bankruptcy shall be presented or made against the Buyer, or if the Buyer shall be a company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for reconstruction or amalgamation or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed GSM Printer and Label Systems Ltd (trading as Barcode Superstore)

GSM Printer & Label Systems trading as Barcode Superstore

Park House, Parkside Drive, Houghton Regis, Beds, LU5 5QN

Tel 01582 869000 fax 01582 866777

www.barcodesuperstore.co.uk bssenquires@gsmgroup.co.uk

shall have the right forthwith to determine any order then subsisting and upon written notice of such determination being posted by GSM Printer and Label Systems Ltd (trading as Barcode Superstore) to the Buyers last known premises any subsisting order shall be deemed to have been determined without prejudice to any claim or right GSM Printer and Label Systems Ltd (trading as Barcode Superstore) might otherwise make or exercise.

16. RIGHT TO SUB-CONTRACT

GSM Printer and Label Systems Ltd (trading as Barcode Superstore) shall be entitled to sub-contract the whole or part of the Contract whether for the supply of goods or services.

17. DIVISIBILITY CLAUSE

This contract is divisible. Each delivery made hereunder: 1) shall be deemed to arise from a separate contract, and 2) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect of default in delivery of any other instalment.

18. "HIMALAYA" CLAUSE

No servant or agent or sub-contractor of, GSM Printer and Label Systems Ltd (trading as Barcode Superstore) performing the whole or part of the Contract shall in any circumstances whatsoever be under any liability whatsoever to the Buyer or to the Buyer's principle for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect, or default on his part while acting in the course of or in connection with his employment and every exemption, limitation and condition hereunder is applicable to the servant, agent, or sub-contractor and shall be available to and shall extend to protect every such servant, agent or sub-contractor as aforesaid and for the purposes of this Condition GSM Printer and Label Systems Ltd (trading as Barcode Superstore) shall be deemed to be acting as an agent on behalf of and for the benefit of all persons who are or may be GSM Printer and Label Systems Ltd (trading as Barcode Superstore) ' servant, agent, or sub-contractor from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract.

19. FORCE MAJEURE

If the Contract shall become impossible of performance or otherwise frustrated by reason of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or civil strife consequent upon any of the said events GSM Printer and Label Systems Ltd (trading as Barcode Superstore) shall be relieved of liabilities incurred under the Contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any statutes, rules, regulations, orders or requisitions issued by any Government department, Council or other duly constituted authority or from strikes, lockouts, breakdown of plant or any other causes (whether or not of a like nature) beyond the control of GSM Printer and Label Systems Ltd (trading as Barcode Superstore) .

20. STORAGE

(1) Where a date is specified in the Contract for collection of the Goods from the Despatch Point by the Buyer, collection must be made by 5.30 PM on the specified date.

(2) Goods which are not collected within one week of the specified date shall be subject to a reasonable charge for storage thereafter. Such charge shall be payable by the Buyer and enforceable in the same manner as payment of the Contract price in accordance with Conditions 8 and 16 hereof.

21. CONFLICTING CONDITIONS

In case any stipulation contained in these Terms and Conditions shall be in conflict with any other stipulation herein contained GSM Printer and Label Systems Ltd (trading as Barcode Superstore) shall be entitled to the benefit to that stipulation which is most favourable to GSM Printer and Label Systems Ltd (trading as Barcode Superstore) any rule of law to the contrary notwithstanding.

22. CONSTRUCTION

These Conditions and the Contract shall in all respects be subject to and construed in accordance with English Law.