

Credit Account Application Form



Company details:

Company Name		Main Phone/ Switchboard	
Co. Registration No		Fax No	
Main Sales Contact		Contact Phone No & Email address	
Main Accounts Contact		Contact Phone No & Email address	
Accounting / Invoice Address		Delivery Address	
Monthly Credit Required	£	Turnover last FY	£

Bank details:

Name of Bank in UK	
Bank Address	
Bank Telephone No.	
Account Number	
Sort Code	

Trade References:

Full name, address and contact details of two trade references:

Company Name 1		Company Name 2	
Address		Address	
Contact name		Contact name	
Telephone No.		Telephone No.	

DECLARATION: I hereby submit the above information for the sole purpose of opening a Credit Account with Server Case UK Ltd. I acknowledge that all orders are accepted by Server Case UK in accordance with their terms and conditions and agree that my company shall be bound by them in all transactions. Goods shall remain the property of Server Case UK until paid for in full.

PLEASE DON'T FORGET TO SIGN THE APPLICATION BEFORE RETURNING IT TO SERVER CASE UK

Print Name		For SCUk Use	Account Manager
Signed			Account Number
Position			IND CLASS
Date			Credit Limit

Terms & Conditions

We are quoting on the assumption you're a Business customer

These Terms and Conditions, together with any and all other documents referred to herein, apply to the purchase, by the person named in this Quotation ('you' or the 'Purchaser') of the Goods detailed in this Quotation ('Goods') from Server Case UK Limited. Please read these Terms and Conditions carefully and ensure that you understand them before committing to a binding contract to purchase the Goods from Server Case UK Limited.

These terms and Conditions shall govern any Contract for sale to the exclusion of any other terms and conditions, including any terms and conditions which you the Purchaser may purport to apply under any purchase order, confirmation of order or similar documentation.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

"Contract"	Means the contract for the purchase and sale of Goods, as explained in clause 3.4
"Goods"	means any products that Server Case UK Limited has offered to sell and as described in the Quotation overleaf;
"Server Case UK Limited"	means Server Case UK Limited of Units 1-2, Block 5 Lancaster Court, Lancaster Park, Newborough Road, Burton on Trent, Staffs. DE13 9PD;
"Order"	means your order for the Goods which forms the Contract as set out in clause 3.4
"Purchaser"	means you or any person or business that buys Goods from Server Case UK Limited;
"Premises"	Means our place(s) of business located at Units 1-2, Block 5 Lancaster Court, Lancaster Park, Newborough Road, Burton on Trent, Staffs. DE13 9PD;
Quotation	Means the quotation given overleaf which sets out the basis of Server Case UK Limited's contractual offer to sell the Goods to the Purchaser.
"Website"	means the website (www.servercase.co.uk)

2. International Customers

If you're buying internationally, you're advised to contact your local customs authorities for further details on costs and procedures. The Purchaser of the Goods will also be the importer of record and as such should ensure that the purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and Server Case UK Limited gives no guarantee that the packaging of the Goods will be free of signs of tampering.

3. Quotation and the basis for sale

- 3.1 Details of the Goods in 5.1 are subject to alteration without notice and do not constitute contractual offers to sell the Goods which are capable of acceptance.
- 3.2 Any enquiry, order or other communication from you will not be a contractual offer to purchase the Goods. This Quotation is not an acceptance by Server Case UK Limited of any such enquiry, order or other communication from you.
- 3.3 This Quotation is Server Case UK Limited's contractual offer to sell the Goods to you, in writing upon these terms and conditions.
- 3.4 If you accept the Quotation while the Quotation is still valid there will then be a legally binding contract between you and Server Case UK Limited for the purchase of the Goods on these terms and conditions.
- 3.5 The Quotation is valid for the period specified in the Quotation unless Server Case UK Limited expressly withdraws the quotation before the end of the period in which it will no longer be valid. You may withdraw the quotation at anytime before you accept the valid Quotation.

4. Payment

- 4.1 Unless agreed otherwise, payment for Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process, unless we've agreed credit terms with you.
- 4.2 If we've agreed credit terms with you, Server Case UK Limited shall invoice you for the Price on or anytime after you've accepted this Quotation.
- 4.3 You shall pay the purchase price of the Products within 30 days of the date of Server Case UK Limited's invoice or otherwise in accordance with any credit terms agreed between you and Server Case UK Limited.
- 4.4 You must make payment where Server Case UK Limited have properly invoiced you in accordance with clause 4.2 even if delivery has not taken place and/or that title has not passed to you.
- 4.5 If you fail to make payment within the period required in accordance with clause 4.3, Server Case UK Limited may if applicable suspend any further deliveries and charge interest at the rate of 4% per annum above HSBC Bank base rate from time to time on the amount outstanding until payment is received in full.
- 4.6 Time for payment shall be of the essence of the Contract between you and Server Case UK Limited.
- 4.7 All payments are to be in sterling unless otherwise agreed in writing.

5. Goods, Pricing and Availability

- 5.1 The description of the Goods is as confirmed in this Quotation. Whilst every effort has been made to ensure that all graphical representations, product specifications and descriptions of Goods available from Server Case UK Limited correspond to the actual Goods, Server Case UK Limited is not responsible for any variations from these descriptions. In accepting this Quotation you acknowledge that you do not rely on any other representations regarding the Goods. No descriptions on the Website shall be binding on Server Case UK Limited and Server Case UK Limited reserves the right to make any changes in the specifications of the Goods which are required to conform to any applicable safety or other statutory requirements.
- 5.2 The price of the Goods shall be as set out in the Quotation (the Price). If the cost of the Goods shall increase due to a factor beyond Server Case UK Limited control, including but not limited to material costs, labour costs, alteration, exchange rates and/or duties Server Case UK Limited reserves the right to increase the Price prior to delivery. Any increase will take place only upon Server Case UK Limited informing you in writing.

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5.3 The Price shown on the Quotation is exclusive of VAT and any other taxes or levies. Any fees for packaging and/or transportation will be quoted separately as part of the ordering process.

6. Property, Risk and Account of Profits

- 6.1 Title in Goods will not pass to you until the full Price for those Goods has been received by Server Case UK Limited. Title remains with Server Case UK Limited until payment is complete.
- 6.2 If you sell the Goods on to your own customers in any form, either as purchased from Server Case UK Limited or forming a component part of a larger Good, and any amount of the Price payable to Server Case UK Limited remains outstanding, you must account to Server Case UK Limited for the proceeds of such a sale. You will be required to hold such proceeds on trust for Server Case UK Limited until payment has been received in full by Server Case UK Limited.
- 6.3 Server Case UK Limited reserves the right to trace all proceeds under the principles of *Re Hallett's Estate (1880) 13 Ch D 696*. Once the payment date has passed, if any sums remain outstanding, Server Case UK Limited has the right to enter your premises and remove any Goods which, by virtue of sub-Clause 6.1, remain the property of Server Case UK Limited.

7. Delivery

- 7.1 Server Case UK Limited shall arrange for the delivery of the Goods on or as near as reasonably possible to the delivery range detailed in the Dispatch Confirmation to the address specified in your Order.
- 7.2 Subject to the specific terms of any special delivery service, delivery may take place at any time of the day and must be accepted at any time of the day. If Server Case UK Limited receives no communication from you, within 7 days of delivery you are deemed to have received the Goods.
- 7.3 If you fail to take delivery of the Goods Server Case UK Limited may, at its discretion and without prejudice to any other rights:
- (a) store or arrange for the storage of the Goods and shall charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or
 - (b) Make arrangements for the redelivery of the Goods and shall charge you for the costs of such redelivery.
- 7.4 If redelivery is not possible under sub-Clause 7.3(b), you shall be required to collect the Goods from Server Case UK Limited premises and shall be notified of the same. Server Case UK Limited reserves the right to charge you for all associated costs including, but not limited to, storage and insurance.

8. Returns Policy

Server Case UK Limited aims to always provide high quality Goods that are fault free and undamaged. On occasion however, goods may need to be returned. Returns are governed by these Terms and Conditions and you are under an obligation to inspect the Goods upon delivery.

8.1 Incorrect Goods

If you receive Goods which do not match those ordered, unless accompanied by an explanatory note detailing the changes, stating reasons for the changes and setting out your options, you should contact us within 3 working days to arrange collection and return. You will be given the option to have the Goods replaced with those ordered (if available) or to be refunded through the payment method used when the Goods were purchased. Refunds and replacements will be issued upon our receipt of the returned Goods.

8.2 Defective Goods

If any Goods purchased have faults when they are delivered, you should contact Server Case UK Limited within 7 working days to arrange collection and return. Goods must be returned in their original condition with all packaging and documentation. You will be given the option to have the Goods replaced with the same Goods (if available) or to be refunded through the payment method used when the Goods were purchased. Refunds and replacements will be issued upon our receipt of the returned Goods and on the day we agree you are entitled to a refund

8.3 Goods Damaged in Transit

If Goods are damaged in transit and the damage is apparent on delivery, you should sign the delivery note to the effect that the goods have been damaged. In any event, such damage should be reported to Server Case UK Limited within 48 hours of delivery to arrange collection and return. You will be given the option to have the Goods replaced with the same Goods (if available) or to be refunded through the payment method used when the Goods were purchased. Refunds and replacements will be issued upon our receipt of the returned Goods.

8.4 Please note that you will not be eligible to claim under clause 8.1-8.3 if We informed you of the fault(s), damage or other problems with the Products before your purchase of the them (and it is because of the same issue that you now wish to return them); if you have purchased the Products for an unsuitable purpose that is neither obvious nor made known to us and the problem has resulted from your use of the Products for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage.

8.5 To return Products to us for any reason under this Clause 8.1-8.3, please contact us to arrange for a collection and return.

8.6 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which we agree that you are entitled to the refund.

9. Returns for any other Reason

If the Goods have been dispatched or have reached you, but you decide that they are no longer required, Server Case UK Limited may at their sole discretion allow you to return the Goods within 60 days of receipt. If Server Case UK Limited permits the return of Goods under this clause 9, the Goods can only be returned if

- 9.1.1 They are not bespoke Goods.
 - 9.1.2 Their packaging remains unopened and the Goods can be re-sold, as new, without any additional work on the part of Server Case UK Limited.
 - 9.1.3 You first, obtain the prior agreement in writing of Sever Case UK Limited;
 - 9.1.4 You return such Goods at your own risk and cost;
 - 9.1.5 You pay Server Case UK Limited a re-stocking fee which represents a percentage of not less than 30 % of the Purchase Price (such percentage to be advised by Sever Case UK limited); and
 - 9.1.6 You indemnify Server Case UK Limited against any cost incurred by Server Case UK Limited in rectifying any deterioration of the Goods caused by incorrect storage or use while in your possession
- 9.2 If you wish to return Goods to Server Case UK Limited for any of the above reasons, please contact us to make the appropriate arrangements.

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9.3 Server Case UK Limited reserves the right to exercise discretion with respect to any returns under these Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

- 9.3.1 Any use or enjoyment that you may have already had out of the Goods;
- 9.3.2 Any characteristics of the Goods which may cause them to deteriorate or expire rapidly;
- 9.3.3 The fact that the Goods consist of audio or video recordings or computer software and that the packaging has been opened;
- 9.3.4 Any discounts that may have formed part of the Price of the Goods to reflect any lack of quality made known to the You at the time of purchase.

10. Guarantee

10.1 The Goods may be provided with a manufacturer's guarantee. For further details and terms, please refer to the manufacturer's guarantee documentation supplied with the Goods.

11. Changes to the Service and these Terms and Conditions

Server Case UK Limited reserves the right to change these Terms and Conditions at any time. If Server Case UK Limited is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by Purchasers in the future.

12. Limitation of Liability

- 12.1 To the maximum extent permitted by law, Server Case UK Limited accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the sale and purchase of the Goods, in Contract, tort (including negligence), and breach of statutory duty or otherwise, arising under or in connection with the Contract.
- 12.2 Nothing in these Terms and Conditions excludes or restricts Server Case UK Limited's liability for death or personal injury resulting from any negligence or fraud on the part of Server Case UK Limited, any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) and defective products under the Consumer Protection Act 1987
- 12.3 Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.
- 12.4 Subject to clause 12.3, Server Case UK Limited total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence) breach of statutory duty or otherwise, shall in no circumstances exceed the purchase price of the Goods.

13. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

14. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

15. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Server Case UK Limited.

16. Notices

- 16.1 All notices / communications shall be given to us either by post to our Premises (see address above) or by email to Server Case UK Limited. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
- 16.2 Server Case UK Limited may from time to time send you information about our products and/or services. If you do not wish to receive such information, please click unsubscribe in the email you receive from us.

17. Law and Jurisdiction

These Terms and Conditions and the relationship between you and Server Case UK Limited shall be governed by and construed in accordance with the Law of England and Wales and Server Case UK Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.