

ACCOUNT APPLICATION

Comit Network Ltd, Oak View, Kirkley, Newcastle upon Tyne, NE20 0AG

Tel 01661 824493

Fax 0870 0510143

IF YOU HAVE A QUERY REGARDING YOUR APPLICATION PLEASE ASK FOR
CREDIT ASSESSMENT

WITH REFERENCE TO YOUR REQUEST FOR AN ACCOUNT
WITH COMIT NETWORK

Please fill in the attached application form and fax it with supporting documentation to 0870 0510143. All Information is treated in the strictest confidence.

TO PROCESS YOUR APPLICATION WE MUST HAVE THE ITEMS LISTED BELOW – WE WILL NOT START TO PROCESS YOUR APPLICATION IF THE FORM IS INCOMPLETE OR ANY OF THE SUPPORTING INFORMATION IS MISSING.

- A sheet of your company letter headed paper
- Proof of address (i.e. a current utilities bill in the trading name at the place of business)

Yours Sincerely,

Credit Assessment

Trade Account Application Form

Please complete this application form and send back to:

Credit Assessment Department

Comit Network Ltd

Oak View

Kirkley

Newcastle upon Tyne NE20 0AG

[tel]01661824493 [fax]0870 0510143

This form should **only** be completed by someone who is authorised to agree our **terms and conditions** of supply.

SECTION A Company Details

- 1a. What is the full registration name of your company? _____
- b. What is the full trading name of your company? _____
2. What is the full trading address or your company? [address] _____
[street] _____
[city/county] _____
[postcode] _____
3. [telephone] _____ [fax] _____ [e-mail] _____
4. What is your company's registration number? _____
If not limited - What are the names of the owners of the business and current home addresses?
[name] _____ [name] _____
[address] _____ [address] _____
[street] _____ [street] _____
[city/county] _____ [city/county] _____
[postcode] _____ [postcode] _____
5. Date commenced trading? _____
6. What is your company's legal status? [limited company] [partnership] [sole trader]
7. Who is the primary person responsible for payment of your accounts? _____
8. Who is the primary person responsible for purchasing? _____

SECTION B Credit Requirement

1. Which type of account do you require? [credit account] [cash with order]
2. What credit limit (to cover two months purchases) do you require? £ _____
3. If we are unable to approve a Credit Account, would you still like to proceed obtaining a Cash with Order Account?
[yes] [no]
4. How do you intend to pay? [cheque]

SECTION C Turnover and Distribution Spend

1. What is your company's overall annual turnover, excluding VAT and inter-co spends? £ _____
2. Do you intend to trade with us on a regular basis? [yes] [no]
3. Your estimated **monthly** spend with Comit Network? £ _____
4. Your estimated **monthly** spend with other Office Supplies distributors? £ _____
5. How would you classify your company in terms of the office supplies marketplace?
[value added reseller] [original equipment manufacturer] [services sector]
[public sector] [retail outlet] [consultancy]

Other, please provide details: _____

SECTION D Bank Details

1. Your Bank Details

[bank name] _____
[address] _____
[street] _____
[city/county] _____
[postcode] _____

[sort code] _____

[account number] _____

2. For Cash with Order Accounts only :

[credit card number] _____

[card holder name] _____
[address] _____
[street] _____
[city/county] _____
[postcode] _____

SECTION E Trade References

Please include 2 trade references

[trade reference one] _____	[trade reference two] _____
[address] _____	[address] _____
[street] _____	[street] _____
[city/county] _____	[city/county] _____
[postcode] _____	[postcode] _____
 [telephone] _____	 [telephone] _____
[contact] _____	[contact] _____

SECTION F Inter Company Facilities

1. Do you or any related parent or subsidiary companies, have or have had in the past, facilities with Comit Network.

Yes No

2. If YES, please provide details

[account number] _____ [credit limit £] _____

SECTION G Submitter's Details

1. What is **YOUR** name : _____

2. What is **YOUR** job title : _____

I hereby agree to the terms and conditions of supply of Comit Network, and accept you retain title of products until all monies due have been received. We agree your payment terms are 28 days from the date of the invoice.

[signed] _____ [date] _____

[position] _____

terms and conditions

1. DEFINITION

- 1.1 "Customer" means the party identified as the Customer in this Agreement to whom Comit may agree to supply Products in accordance with these terms and conditions.
- 1.2 "Comit" means Comit Network Limited of OakView, Ponteland, Newcastle upon Tyne, NE20 0AG or any subsidiary or associated company.
- 1.3 "Products" means goods or services including but not limited to computer items and office supplies to be provided by Comit to the Customer in accordance with these terms and conditions.
- 1.4 "Third Party Items" means all items owned by or licensed to the Customer from a third party owner (whether or not supplied by Comit) and which comprises part of the Products.

2. ORDER ACCEPTANCE

- 2.1 All orders placed with Comit by the Customer for Products shall constitute an offer to Comit under these terms and conditions, subject to availability of the products and to acceptance of the order by Comit's authorised representative.
- 2.2 All orders are accepted and Products supplied subject to these express terms and conditions only. No amendment to these terms and conditions will be valid unless confirmed in writing on or after the date hereof by Comit's authorised representative.
- 2.3 It is agreed that these terms and conditions prevail over the Customer's terms and conditions of purchase unless these latter terms and conditions are amended by Comit in writing and signed by Comit.

3. INDEPENDENT CONTRACTOR

The relationship between the Supplier and Customer is that of Independent Contractor. Neither party is the agent of each other, and neither party has any authority to make any contractor make any obligation expressly or impliedly in the name of the other party without that party's prior written consent for express purposes connected with the performance of this Agreement.

4. DESPATCH

- 4.1 Any time quoted for despatch is to be treated as an estimate only but despatch may be postponed because of conditions beyond Comit's reasonable control, and in no event shall Comit be liable for any damages or penalty for delay in despatch or delivery.
- 4.2 Risk shall pass to the Customer at the time the Products are despatched by Comit or third party. Comit accepts no liability for loss or damage caused by the carrier.
- 4.3 If Products have not been received, the Customer must notify Comit within 7 days of the date of the invoice. If proof of delivery is required, this must be requested within 14 days of the date of the invoice.

5. CANCELLATION AND RESCHEDULING

Subject to clause 8.2, any request by the Customer for cancellation of any order or for the rescheduling of any deliveries will only be considered by Comit if made at least 12 hours before despatch of the Products, and shall be subject to acceptance by Comit at Comit's sole discretion, and subject to a reasonable administration charge therefore by Comit. The Customer hereby agrees to indemnify Comit against all loss, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

6. PRICING

- 6.1 Catalogues, price lists and other advertising literature or material as used by Comit and authorised representative or third party are intended only as an indication as to the price and range of goods offered and no prices, descriptions or/and no other particulars contained therein shall be binding on Comit.
- 6.2 All prices are given by Comit or third party at the time of the order on an ex-works basis and the Customer is liable to pay for transport, packing and insurance.
- 6.3 All quoted or listed prices are based on the cost to Comit of supplying the Products to the Customer. If before delivery of the Products there occurs any increase in any way of such costs in respect of Products which have not yet been delivered, the price payable may be subject to amendment without notice at Comit's discretion.
- 6.4 All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the Customer and will be supplied in accordance with UK legislation in force at the taxpoint date.

7. PAYMENT TERMS

- 7.1 Invoices will be raised and dated by Comit on the date of despatch of the Products. Unless otherwise specifically requested and agreed, invoices will be payable by the Customer 28 calendar days from the date of invoice. Payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest for late payment from the date payable at the rate of 4% per annum above the base rate for the time being of the HSBC Bank plc. Such interest shall accrue on a daily basis and be payable on demand after as well as before judgment.
- 7.2 When all prices, taxes and charges due in respect of the Products and any Products supplied previously to the Customer have been paid in full, title to hardware Products only shall pass to the Customer.
- 7.3 Notwithstanding despatch and the passing of risk in the Products to the Customer pursuant to Clause 4, or any other provision of these conditions, the property of the hardware Products shall not pass to the Customer until Comit has received cash or cleared funds payment of the price of the Products and all of the Products agreed to be sold by Comit to the Customer for which payment is then due.
- 7.4 Until such time as the property in the Products passes to the Customer, the Customer shall hold the Products as Comit's fiduciary agent and bailee, and shall keep the Products properly stored, protected and insured and identified as Comit's property. Until that time the Customer shall be entitled to resell or use the products in the ordinary course of its business, but shall account to Comit for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or properties of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 7.5 Until such time as the property in the Products passes to the Customer (and provided the Products are still in existence and not been resold), Comit shall be entitled at any time to require the Products be delivered to Comit and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.
- 7.6 The Customer's power of sale or right to use such Products shall immediately cease if an Administrative receiver is appointed over all or any part of its assets or if it adjudicated bankrupt or enters liquidation whether compulsory or voluntary, or if the Customer makes an arrangement with its creditors, or generally becomes unable to pay its debts within the meaning of the Insolvency Act 1986.
- 7.7 On termination of the Company's power of sale or right to use the Products the Customer will immediately hold the Products to the order of Comit.
- 7.8 The Customer shall not be entitled to pledge or in anyway charge by way of security for any indebtedness any of the Products which remain the property of Comit, but if the Customer does so, all monies owing by the Customer to Comit shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.
- 7.9 Comit reserves the right to cease supplies of Products to the Customer at any time. On such cessation of supplies, Comit reserves the right to withdraw any credit facility such that the whole of the Customer's account becomes due for payment forthwith.

8. SPECIFICATION OF PRODUCTS

- 8.1 Comit will not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. Comit will use its reasonable endeavours to advise the Customer of any such impending variation as soon as it receives any such notice thereof from the manufacturer.
- 8.2 Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified. Comit reserves the right to increase its quoted or listed price, or to charge accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will it consider cancellation of such orders or the return of such orders.

9. PROPRIETARY RIGHTS IN PRODUCTS

- 9.1 The Customer hereby acknowledges that any proprietary rights in any Third Party Items 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 Items owner.
- 9.2 The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to Third Party Items supplied and delivered By Comit or third party (including if so required the execution and return of a Third Party Items licence). The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a item licence or having the same revoked by the proprietary owner. The Customer further agrees to indemnify Comit in respect of any costs, charges or expenses incurred by Comit.

- 9.3 NO TITLE OR OWNERSHIP OF SOFTWARE PRODUCTS OR ANY THIRD PARTY SOFTWARE LICENCED TO THE CUSTOMER UNDER THIS AGREEMENT IS TRANSFERRED TO THE CUSTOMER UNDER ANY CIRCUMSTANCES.

10. RETURNS

- 10.1 Comit reserves the right to levy an administration charge in respect of the rotation of Products and returns.
- 10.2 Returns must be made subject to the following:
 - (a) prior authority having been obtained from Comit or authorised third party, which will be given at Comit's or authorised third party's sole discretion;
 - (b) within 30 days of the date of the delivery date;
 - (c) subject to stock rotation policy;
 - (d) the Products must be properly packed and carriage paid;
 - (e) the Products must be in a saleable condition;
 - (f) the Supplies Team Products must be accompanied by a list to Euroway Trading Estate, Bardford;
 - (g) the Product is still covered by warranty (see section 11).
- 10.3 Comit reserves the right to reject any Products which do not comply with the conditions set out in clause 10.2. Our carriers have no authority to accept goods for return unless we have agreed in advance.
- 10.4 If Comit nevertheless agrees to accept any Products returned which are not in a saleable condition, Comit reserves the right to charge the cost to the Customer of bringing the Products into a saleable condition.

11. WARRANTY

- 11.1 Comit warrants that it has good title to or licence or authority to supply all Products to the Customer.
- 11.2 If any part of the Products should prove defective in materials or workmanship under normal operation or service, such Products will be repaired or replaced only in accordance with any warranty cover or terms as provided by the manufacturer of the Products PROVIDED THAT no unauthorised modifications to the Product or to the system of which the Product forms part have taken place. Comit is not responsible for the cost of labour or other expenses incurred in repairing defective or non-conforming parts.
- 11.3 All software Products supplied hereunder are supplied "as is" and the sole obligation of Comit in connection with the supply of software Products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that such software Product should fail to conform to product description PROVIDED ALWAYS THAT the Customer notifies Comit of any such non-conformity within 90 days of the date of delivery of the applicable software Product. Specifically Comit gives no express warranty in relation to the Products Year 2000 compliance and cannot accept any liability in relation to any losses, costs or expenses which arise through any difficulty caused over date changes.
- 11.4 If the Products are rejected by the Customer as not being in accordance with the Customer's order pursuant to clause 11.2 or 11.3, Comit will only accept the return of such Products provided that it receives written notification thereof giving detailed reasons for rejection. Comit will not consider any claim for compensation, indemnity or refund under liability, if any has been established or agreed with the manufacturer and where applicable the insurance company. Under no circumstances shall the invoiced Products be deducted or set off by the Customer until Comit has passed a corresponding credit note.
- 11.5 EXCEPT AS SPECIFICALLY SET OUT IN THIS CLAUSE 11, COMIT DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESCRIPTION, DESIGN, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY PREVIOUS COURSE OF DEALING, USAGE OR TRADE PRACTICE.

12. INDEMNITIES AND LIMITS OF LIABILITY

- 12.1 Comit disclaims and excludes all liability to the Customer in connections with these terms and conditions including the Customer's use of the Products and in no event shall Comit be liable to the Customer for special, indirect or consequential damage including but not limited to loss of profits arising from loss of data or in connection with the use of the Products. All terms of any nature, express or implied, statutory or otherwise, as to correspondence with any particular description or sample, fitness for purpose or merchantability, are hereby excluded.
- 12.2 The Customer shall indemnify and defend Comit and its employees in respect of any claims by third parties which are occasioned by or arise from any Comit performance or non-performance pursuant to the instructions of the Customer or its authorised representative.
13. **TERMINATION FOR CLAUSE**
 - 13.1 This agreement may be terminated forthwith by notice in writing:
 - 13.1 By Comit if the Customer fails to pay any sums due hereunder by the due date notwithstanding the provisions for late payment as in clause 7.1.
 - 13.2 If either party fails to perform any of its obligations under this Agreement and such failure continues for a period of 14 days after written notice thereof, by the other party.
 - 13.3 If either party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or a reconstruction, or makes an arrangement with creditors or petitions for an administration order or has a Receiver or Manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, then without prejudice to any other rights or remedies available to it, the other party shall have the right to terminate this Agreement forthwith.
 - 13.4 Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law, and shall not affect any accrued rights or liabilities of either party.

14. EXPORT AND/OR RE-EXPORT LIMITATION

Having regard to the current statutory or other United Kingdom government regulations in force from time to time and in the case of Products manufactured in the United States of America, to the current export rules and regulations of the United States Department of Commerce in force from time to time and regardless of any disclosure made by the Customer to Comit of an ultimate destination for any Products, the customer will not export or re-export any Products without first obtaining all such written consents or authorisations as may be required by any applicable government regulations.

15. CONTRACT

- 15.1 The headings in this Agreement are for ease of reference only and shall not affect its interpretation or construction.
- 15.2 No forbearance, delay, indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.
- 15.3 The Customer agrees not to assign any of its rights herein without the prior written consent of Comit.
- 15.4 In the event of any of these terms and conditions or any part of them being judged illegal or unenforceable for any reason, the continuation in full force and effect of the remainder of them shall not be prejudiced.
- 15.5 Neither party shall be liable to the other for any delay in failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, industrial dispute or any cause beyond its reasonable control.
- 15.6 Any documents or notices given hereunder by either party to the other must be in writing and may be delivered personally or by recorded delivery or registered post and in the case of post will be deemed to have been given 2 working days after the date of posting. Documents or notices shall be delivered or sent to the addresses of the parties on the first page of this Agreement or to any other address notified in the normal course of trading in writing by either party to the other for the purpose of receiving documents or notices after the date of this Agreement.
- 15.7 These terms and conditions shall be construed in accordance with English Law.