



APPLICATION FOR CREDIT

Full business name:

Registered Address (Or proprietors private address

if not Ltd Co) _____

Postcode: _____

Telephone: _____

Fax: _____

Email: _____

Name and Address of Bankers:

Account No: _____

Sort Code: _____

Co Registration No:

Account Contact:

Date of Trading Commencement:

Delivery Address:

Invoice Address: (If different)

N.B If not a Ltd Company, please enclose 2 of

Utility bills for Proprietors private address.

****Requested Credit Amount****

(The credit amount must be entered above)

Name and Address of two suppliers currently used:

1. Company

Accounts Contact:

Tel: _____ Fax: _____

Email: _____

2. Company

Accounts Contact:

Tel _____ Fax: _____

Email: _____

Please note: RS Components, Farnell, CPC, Rapid, Arrow and Anglia Components do not give out trade references.

We hereby apply to open a credit account and agree to abide by your payment terms and to adhere to your conditions of sale

Name (Printed) _____

Director/Proprietor (delete as appropriate)

Signature: _____

Date: _____

CAMDENBOSS INTERNAL USE ONLY

Credit Limit: _____

Account Number: _____

Authorised by: _____

Date: _____

N.B Please note that both sheets need to be signed and dated



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GENERAL CONDITIONS OF SALE

CONSTRUCTION OF CONTRACT

- (1) These Conditions shall apply to all contracts of sale between CamdenBoss and the buyer.
- (2) The terms of the contract shall consist of the particulars set out in Camden Boss's Order Acknowledgement and these Conditions of Sale. Any term in these conditions shall prevail over these conditions which shall be construed accordingly, except with regard to price in respect of which conditions 5(2) shall prevail.
- (3) No other terms (whether contained in any other document issued by the Buyer or in any written or oral communication between the parties) shall apply to the Contract nor shall these Conditions or the particulars contained in CamdenBoss's order Acknowledgement be modified without CamdenBoss's written agreement. CamdenBoss shall be entitled to amend technical specifications of the goods without notice.
- (4) In order that these Conditions and the particulars in CamdenBoss's order Acknowledgement shall be a complete record of the agreement between the parties with regard to the sale of the Goods. The Buyer must ensure that any pre-contractual representation on which the Buyer wishes to rely has been specified in those particulars. In entering into the Contract, the Buyer does not rely upon any such representation made by or on behalf of the company which has not been so specified.

QUOTATIONS AND ORDERS

- (1) Unless accepted before lapse or withdrawal or renewed in writing by CamdenBoss, quotations shall lapse automatically after 30 days, but may be withdrawn earlier.
- (2) Quotations are for information only and are not firm offers. There shall be no binding contract until CamdenBoss has accepted the Buyer's order by dispatching CamdenBoss's official Acknowledgement of Order or Invoice.

DELIVERY

- (1) Although CamdenBoss will endeavor to deliver the Goods within any delivery time specified in CamdenBoss's Order Acknowledgement that time is an estimate and not a term of the contract.
- (2) Any such time specified shall be extended by a period or periods during which the manufacture or delivery of the Goods or other work by CamdenBoss in connection with the Contract is delayed due to fire, explosion, flood, storm, tempest, sabotage, strikes (official and unofficial), riot, invasion, acts of war, shortages of labour, power or materials, civil commotion, accidents, plant breakdowns, compliance with an order of an apparently competent authority and any other event beyond CamdenBoss's control.
- (3) If any such delivery time is so extended by more than 90 days then the Buyer shall be entitled to give written notice to CamdenBoss, requiring the Goods to be delivered within 30 days of the date of such notice failing which the Buyer shall have the right to give further written notice terminating the contract forthwith.
- (4) CamdenBoss shall be entitled to deliver the goods in installments.
- (5) In the case of United Kingdom customers, unless otherwise stated, CamdenBoss will deliver to the Buyer's premises and will charge separately for packing and carriage. In the case of exports, unless otherwise stated, delivery will be ex-works but CamdenBoss will arrange sea carriage with a Shipper nominated by the Buyer and all the carriage will be charged forward for direct payment by the Buyer.
- (6) The delivery of CamdenBoss of a greater or lesser quantity of the Goods than the quantity provided for in the Contract, the delivery of other goods not provided for in the Contract, or the delivery of Goods only some of which are defective shall not entitle the Buyer to reject all of the Goods delivered. Claims in respect of the quantity and or condition of the Goods delivered must be made in writing to CamdenBoss within 3 days of the carrier and CamdenBoss notified within 7 days of receipt. Failure to make such a claim shall constitute unqualified acceptance of the Goods and waiver by the Buyer of all claims relating to error in quantity or type of Goods delivered or relating to the condition of the Goods delivered. Similarly, if any goods invoiced by CamdenBoss are not delivered, the buyer must notify CamdenBoss within 25 days of the carrier and CamdenBoss within 28 days of the date of invoice, failing which the Buyer will be liable to pay for the Goods in full.

PAYMENT

- (1) If CamdenBoss has granted the buyer monthly account credit facilities, then payment of the price must be made within 30 days of the date of invoice. Otherwise payment must be in cash prior to delivery. Payment shall be made direct to CamdenBoss in the currency invoiced. The buyer shall not be entitled to exercise any right of set-off against payment due to CamdenBoss.
- (2) CamdenBoss shall be entitled to charge daily interest on any overdues sum at the rate of 5 % annum above the base lending rate for the time being of National Westminster Bank, from the due date until the day of the actual payment
- (3) If payment terms are breached, the total amount to date becomes due.
- (4) CamdenBoss reserves the right to suspend deliveries where any payment from the buyer, whether in connection with this order or otherwise, is not paid when due.

PRICES

- (1) Unless otherwise stated in CamdenBoss's Order Acknowledgement prices for the Goods shall be ex-works and shall be exclusive of VAT, export duty and foreign import duty, packaging carriage, insurance and any other costs, all of which shall be the subject of additional charges.
- (2) Prices stated in any quotation or in CamdenBoss's Acknowledgement of Order are provisional only and subject to adjustment to take account of increases in CamdenBoss's cost and overheads. The contract price shall be CamdenBoss's price ruling at the date of dispatch.

PROPERTY & RISK

- (a) The risk in the goods shall pass to the Buyer upon delivery of the goods to a carrier for transmission to the Buyer or the prior delivery of the goods to the stipulated place of delivery.



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- (b) The legal property and beneficial ownership in the goods shall remain in CamdenBoss until CamdenBoss has received:
- (i) All sums due from the Buyer to CamdenBoss under the contract in respect of the goods, and
 - (ii) All other sums due from the Buyer to CamdenBoss on any account what-so ever.
- (c) If the buyer (who shall in such case act on its own account and not as Agent for CamdenBoss) shall sell the goods prior to making payment in full for them, the beneficial entitlement of CamdenBoss therein shall attach to the proceeds of sale or the claim for such goods.
- (d) So long as the legal property and beneficial ownership in the goods remains in CamdenBoss, CamdenBoss shall have the right, without prejudice to the obligation of the Buyer to purchase the goods, to retake possession of the goods and for that purpose to go upon any premises occupied by the buyer.
- (e) If any sum due from the Buyer to CamdenBoss on any account what-so ever remains unpaid after CamdenBoss has given to the Buyer two days written notice of its intention to exercise its rights under this Condition, the Buyer shall be deemed to have repudiated the contract in respect of the goods and CamdenBoss shall be entitled to terminate the contract, to forfeit any sums paid to it by the Buyer in respect of the goods and to retake possession of the goods (and for that purpose to go upon any premises occupied by the Buyer) without prejudice to any other claims CamdenBoss may have against the Buyer.
- (f) The Buyer shall execute all such documents and give CamdenBoss all such assistances as it may require in order to register CamdenBoss's interest in the goods in the Buyer's country or which might otherwise be necessary in order to preserve and protect CamdenBoss's interest in the goods.
- (g) Nothing in this condition shall confer any right upon the Buyer to return the goods sold hereunder. CamdenBoss may maintain an action for the price notwithstanding that legal property and beneficial ownership in the goods may not have passed to the Buyer.
- (h) Notwithstanding the above, CamdenBoss shall be entitled at any time to pass the legal property and beneficial ownership in the goods to the buyer by written notice to that effect.
- (i) Unless expressly agreed in writing by CamdenBoss, all drawing, designs, specifications and particulars of dimensions submitted by the Seller are approximate only and the Seller shall not be liable in respect of any deviations.

WARRANTIES AND EXEMPTIONS

- (1) Save as herein stated, and except to the extent that CamdenBoss is prevented by the provisions of the Unfair Contract Terms Act 1977 from so limiting its liability, there shall be excluded from the contract any warranty condition or statement express or implied statutory or otherwise as to quality merchantability or fitness of the goods for any particular purpose and goods which the buyer claims to be defective shall not form the subject of any claim for any loss, damage or expense of any kind arising directly or indirectly from those defects.
- (2) If under proper use the goods develop any defect during the warranty period due to defective articles or materials supplied or work carried out by CamdenBoss (other than materials ordered, provided or specified, or work carried out to the specification of the buyer or his agent) CamdenBoss shall at its own expense either replace or repair such goods as are defective so as to remedy the defects except where such defects are attributable to accident, fair wear and tear, or any action omission or neglect of the Buyer or of its agents, or at its discretion refund the purchase price or issue a credit notice for the amount in question. The buyer must give CamdenBoss notice of any alleged defect as soon as it becomes apparent and shall (as instructed by CamdenBoss) either return the goods to CamdenBoss at the Buyer's expense or retain the goods at Buyer's premises for inspection by CamdenBoss and give CamdenBoss adequate facilities to investigate the complaint at the Buyer's premises.
- (3) Any defects of quality or specifications in any goods shall not give the Buyer any grounds for cancelling the remainder of any order or contract, nor shall it be grounds for delay in payment for goods already delivered.
- (4) The warranty period shall mean the period specified in CamdenBoss's Order Acknowledgment as the warranty period and if no such period is specified then a period of 12 months from the date of delivery.

CANCELLATION

The contract may be cancelled by the Buyer only with Camden Boss written consent. In the event of such cancellation the Buyer shall pay to CamdenBoss a cancellation charge, commensurate with CamdenBoss's cost incurred up to the date of cancellation plus CamdenBoss's loss of profit.

INSOLVENCY AND DEFAULT

In the event of the buyer becoming (or appearing to CamdenBoss to become) bankrupt or going (or appearing to CamdenBoss to be about to go) into liquidation, suspending payment of debts or making any arrangement with creditors or failing to pay in accordance with terms of the Contract or being in breach of any other term of the contract CamdenBoss shall be entitled, without prejudice to its other rights, to postpone delivery or manufacture (both in respect of the Contract in question and any other contracts with the Buyer) until such payment has been made or other breach rectified and or (at its option) to determine the Contract (and of and other contracts) and to recover payment for all deliveries already made and for the cost of materials and labour already expended for the purpose of future deliveries less any allowance of the value thereof as utilised by CamdenBoss for other purposes and also to recover from the Buyer a sum equivalent to CamdenBoss's loss profit arising out of such determination. The exercise of CamdenBoss's option to postpone delivery or manufacture shall not prevent the subsequent exercise of CamdenBoss's option to determine the Contract and or any other such contracts.

LAW AND JURISDICTION

The proper law of the Contract shall be English law and shall except where otherwise herein provided be dealt with by the Court Of England, save that CamdenBoss shall be entitled to bring proceedings against the Buyer in the Courts of the Jurisdiction where the Buyer resides or carries on business.

DATA PROTECTION

By signing below you are giving CamdenBoss consent to store your data, please note you can withdraw your consent at any point by emailing privacy@camdenboss.com

Name (Printed) _____ Signature _____ Date _____