



CREDIT ACCOUNT APPLICATION

Company Details			
Company Name:			
Address:	Trade Contact Name:		
	Tel No:		
Post Code:	Email:		
Company Reg:	VAT No:		

Accounts Department Information			
Invoicing Address (if different from above)	Accounts Dept. Contact:		
	Tel No:		
Post Code:	Email:		
Credit required: £	Annual Turnover: £		
	No. of Employees:		
Please note all invoices will be emailed in PDF format to your accounts department			

Bank Details			
Bank Name:			
Address:	Sort Code:		
	Account No:		
Post Code:	Account Name:		

Trade References			
Please provide 2 suppliers you trade with regularly who you are happy for us to contact to obtain a trade reference. <u>Please ensure you provide an email address for your suppliers</u>			
Company:		Address:	
Email:			
Tel:			
Company:		Address:	
Email:			
Tel:			

Please sign here to confirm receipt and acceptance of terms and conditions			
Signature		Print Name	
Position		Date	

**** PLEASE RETURN THIS FORM TO YOUR ACCOUNT MANAGER ****

STANDARD TERMS & CONDITIONS OF SALE

In these Terms and Conditions "Wifigear" means Wifigear Limited and "Customer" means the person or Company that purchases the services, software or equipment, hereinafter called the goods. For clarification purposes "Goods" means the goods specified in the Wifigear invoice.

These terms and conditions apply to all contracts for the sale of Goods to, or provision of work for, the Customer to the exclusion of any terms and conditions specified by the Customer unless specifically agreed in writing between Wifigear and the Customer.

1. PRICES

Prices quoted are in UK pounds sterling and exclude VAT, duty or any other taxes which may be applicable, which will be chargeable in accordance with legislation current at the date of supply.

2. TITLE IN GOODS

2.1. Title in all Goods supplied shall remain vested in Wifigear and shall not pass to the Customer until the purchase price for the Goods has been paid in full and received by Wifigear. Until title to the Goods passes:

- 2.1.1.** Wifigear shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Goods;
 - 2.1.2.** Wifigear and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the Goods or any part are stored, or upon which Wifigear reasonably believes them to be kept;
 - 2.1.3.** the Customer shall store or mark the Goods in a manner reasonably satisfactory to Wifigear indicating that title to the Goods remains vested in Wifigear; and
 - 2.1.4.** the Customer shall insure the Goods to their full replacement value, and arrange for Wifigear to be noted on the policy of insurance as the loss payee.
- 2.2.** Irrespective of whether title to the Goods remains vested in Wifigear, risk in the Goods shall pass to the Customer upon delivery.
- 2.3.** Wifigear reserve the right to charge the customer a reasonable amount to cover its costs for the removal of the Goods from any property upon which the Goods or any part are stored, or upon which Wifigear reasonably believes them to be kept.

3. VALIDITY OF QUOTATION

Validity of quotations and prices supplied by Wifigear to the Customer will remain valid for contract award or order received within thirty days of the quotation date.

4. PAYMENT AND INVOICING

Payment for goods will be within 30 days from the date of valid invoice unless otherwise agreed in writing.

- 4.1.** Wifigear shall invoice the Customer as specified in the Quotation. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services/Goods supplied in the invoice period.
- 4.2.** Where the Customer enters into a sub-contract, the Customer shall include in that sub-contract:
 - 4.2.1.** provisions having the same effects as clauses 4.2 of these Terms & Conditions; and
 - 4.2.2.** a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 4. to 4.2 of these Terms & Conditions.
 - 4.2.3.** In this clause 4.2, "sub-contract" means a contract between two or more customers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of these Terms & Conditions.

5. SPECIFICATION

5.1. Standard Product

Specification of standard product supplied by Wifigear will be as defined in the relevant data sheet or specification. Wifigear reserves the right to change standard product specification at any time without prior notification.

5.2. Systems

The systems requirement specification will be as detailed in the relevant Wifigear Quotation. The system is configured, tested and delivered to these specifications.

5.3. Services

Specification or statement of services to be provided will be as detailed in the Wifigear Quotation.

6. INTELLECTUAL PROPERTY, COPYRIGHT AND OTHER RIGHTS

Intellectual Property Rights, Copyright, Title and all other Rights in all software and documentation provided by Wifigear shall remain the property of Wifigear at all times.

The Customer has no right of sale, lease, rent or hire of a software program to a third party unless Wifigear's prior and written permission has been obtained.

Wifigear documentation can be copied and used by the customer for the purposes of implementation and use of the licensed software.

7. CONTRACT CONFORMATION AND DELIVERY

Delivery estimate for systems and equipment will be as detailed in the Wifigear quotation and will be confirmed to the Customer after receipt of written instructions to proceed. An official purchase order will be required before Wifigear will proceed with the contract. Once an official purchase order or acceptance to agree to the quotation has occurred the contact may only be terminated by Wifigear.

8. CARRIAGE, INSURANCE AND FREIGHT

All prices quoted by Wifigear are exclusive of Carriage, Insurance, Freight and Packaging unless otherwise stated.

9. WARRANTY

9.1. General

Save as herein provided, all representations, conditions, warranties or other terms whether expressed or implied or whether statutory or otherwise are hereby expressly excluded. Under no circumstances shall Wifigear be liable to the Customer or to third parties for loss (including, but not limited to, loss of profit or data) damage or injury howsoever arising. In any event, the total liability that Wifigear shall have to the Customer shall not exceed the value of the Goods covered by this invoice.

In the case of Goods not of Wifigear manufacture, Wifigear will extend the Customer the benefit of any guarantee, warranty or condition which may have been granted to Wifigear by the supplier of the Goods and will take such steps as the Customer may reasonably require to enforce such rights but save as aforesaid no condition or warranty is given by the Company in relation to such Goods that are not of its manufacture.

The warranties in this clause in no way invalidate any statutory right of the Customer.

Wifigear warrants to the Customer only that any Goods supplied by it, function in accordance with any specification provided in documentation accompanying the Goods, provided always the Goods have been used strictly in accordance with Wifigear instructions, and, without prejudice to the generality of the foregoing, have been used correctly in conjunction with a designated computer operating system.

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9.2. Software & Hardware

Software & hardware supplied by Wifigear is warranted for a period specified by the specific manufacturer chosen.

Wifigear will make good by repair or exchange (at Wifigear's option) any hardware supplied by Wifigear that is shown to its reasonable satisfaction to be defective during the warranty period.

Any defect or failure of hardware must be notified to Wifigear by the Customer as soon as practicable and in any event not later than 7 days after discovery. The equipment must be unmodified, been properly used under normal working conditions and have been properly stored, installed and maintained.

9.3. Services

No warranty is provided or implied for the provision of individual services by Wifigear, excepting that Wifigear will conduct all services provided in a professional and competent manner; and wherever possible work within the guidelines and specifications of the appropriate organisation relevant to the service provided. Wifigear liability will be limited to the cover provided by its liability insurance a copy of which is available on request. Wifigear cannot be held responsible for any costs incurred by the customer without prior agreement of both parties with confirmation in writing.

10. CONFIDENTIALITY

Customer and Wifigear shall take all reasonable precautions to preserve the confidentiality of any contract entered into.

11. NOTICES

All notices that may be required shall be in writing and shall be sent to the address of the recipient set out in the contract. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission.

12. LAW AND ARBITRATION

Any disputes arising out of a contract between the Customer and Wifigear shall be governed by and construed in accordance with English Law.

The failure by the Company at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.

Each of the above conditions shall be read and construed independently of each other so that if one or more is held to be invalid as an unreasonable restraint of trade, or for any other reason whatsoever, then the remaining Terms and Conditions shall be valid to the extent they are not held to be so invalid. Further, in the event that any Term and Condition shall be found to be void but will be valid if some part thereof were deleted then such Term and Condition shall apply with such modification as may be necessary to make it valid and effective.

Wifigear shall not be responsible for any failure to perform its obligations hereunder due to circumstances beyond its control.