

Account Application Form

Company Details	
Company Name:	
Company Address:	
Company Telephone Number:	
Company Fax Number:	
Company Registration Number:	
VAT Registration Number:	
Accounts Details	
Invoicing Address:	
Contact Name:	
Contact Telephone Number:	
Contact E-Mail:	
Logistics Details	
Delivery Address:	
Contact Name:	
Contact Telephone Number:	
Contact E-Mail:	
Booking Required? (Yes / No)	
Booking Contact Name:	
Booking Contact Telephone Number:	
Booking Contact E-Mail:	
Bank Details	
Bank Name:	
Bank Address:	
Account Number:	
Sort Code:	

Credit Required:	£
Trade References	
Company Name:	
Address:	
Tel No:	
Fax No:	
Company Name:	
Address:	
Tel No:	
Fax No:	

AUDIO VISUAL
 INTELLIGENCE

Terms and Conditions

The Buyer's attention is particularly drawn to condition 8 (Warranties and Liability)

1. Definitions

- 1.1. Buyer' means the person, firm or Company who buys the Goods and/or Services from the Supplier
- 1.2. 'Conditions' means the terms and conditions set out in this document as may be amended from time to time
- 1.3. 'Contract' means the contract between the Supplier and the Buyer for the sale and purchase of the Goods and/or Services in accordance with these Conditions
- 1.4. 'Goods' means the goods/products (or any part of them) which are set out in the Order
'Intellectual Property Rights' means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world
- 1.5. 'Order' means the Buyer's order for the Goods and/or Services, as set out in the Buyer's purchase order form or the Buyer's written acceptance of the Supplier's quotation, as the case may be
- 1.6. 'Price' means the price for the Goods and/or Services, inclusive of carriage (only in respect of orders of £500 and above), packing, insurance but exclusive of VAT
- 1.7. 'Services' means the services supplied by the Supplier to the Buyer as set out in the Specification
- 1.8. 'Specification' means any specification for the Goods and/or Services, including any related plans and drawings, that is agreed by the Buyer and the Supplier
- 1.9. 'Supplier' means Audio Visual Intelligence, FF28, The Boathouse Business Centre, Wisbeach, Cambridge, PE13 3BH (Registered in England: 07159222)

2. Conditions applicable

- 2.1. These Conditions shall apply to all contracts for the sale of Goods by the Supplier to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document or which are implied by trade, custom, practice or course of dealing.
- 2.2. All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Buyer are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall not be binding unless agreed in writing by a Director of the Supplier.
- 2.5. The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.6. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures, on its website or as otherwise provided by the Supplier are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3. The Price and payment

- 3.1. The Price shall be the Supplier's quoted price at the date of delivery and shall include delivery costs. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Supplier's invoice.
- 3.2. A quotation for the Goods and/or Services given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 business days from its date of issue.
- 3.3. The Supplier reserves the right to increase prices by the amount of any increase in the costs which the Supplier may incur during the course of performing the Contract for whatever reason including, without limitation, increases in the costs of labour, materials and overheads. Prices will also be increased by and include such storage and insurance costs as may be incurred by the Supplier as a result of failure by the Buyer to take delivery.
- 3.4. Standard payment of the Price and VAT shall be due within 30 days of the date of the invoice, unless otherwise agreed in writing by the Managing Director of the Supplier.
- 3.5. Time for payment shall be of the essence.
- 3.6. If the Buyer fails to make any payment due to the Supplier under the Contract by the due date for payment (the 'due date'), then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- 3.7. The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Supplier to the Buyer.

4. Credit Account

- 4.1. The Supplier may from time to time offer the Buyer extended credit facilities on such terms and subject to such conditions as the Supplier may require. Where any such credit facility is provided by the Supplier, the Supplier may (at its absolute discretion and without giving reason wherefore) withdraw such credit facilities.

5. The Goods and Services

- 5.1. The quantity and description of the Goods and/or Services (as appropriate) shall be as set out in the Supplier's quotation.
- 5.2. The Supplier may from time to time make changes in the specification of the Goods and/or Services which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality of the Goods and/or Services or in the case of Goods only, their fitness for purpose.
- 5.3. Where the Buyer engages the Supplier to design the Goods, the Supplier shall:
provide the Services to the Customer in accordance with the Specification in all material respects; and
use all reasonable endeavours to meet any performance dates for the Services specified in Order or the Supplier's quotation as the case may be, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 5.4. The Supplier warrants to the Buyer that the Services will be provided using reasonable care and skill.

6. Buyer's obligations

- 6.1. The Buyer shall:
ensure that the terms of the Order and (if submitted by the Buyer) the Specification are complete and accurate;
co-operate with the Supplier in all matters relating to the provision of the Goods and/or Services; and provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Goods and/or Services, and ensure that such information is accurate in all material respects.

7. Intellectual Property Rights

- 7.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 7.2. The Buyer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods and/or Services, the Buyer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Buyer.

8. Warranties and liability

- 8.1. The Supplier warrants that the Services will be provided using reasonable care and skill and in relation to the Goods, at the time of delivery, and for the 'Warranty Period', the Goods shall:
- 8.1.1. conform in all material respects with their description and any applicable Specification;
 - 8.1.2. be free from material defects in design, material and workmanship;
 - 8.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 8.1.4. be fit for any purpose held out by the Supplier,
- For the purposes of this condition 8, 'Warranty Period' shall mean:
- 8.1.5. in respect of Goods manufactured by Blustream, for life;
 - 8.1.6. in respect of Goods other than those referred to in condition 8.1.5, 12 months, save that the Supplier gives no warranty in respect of the cleaning and care product.
- 8.2. Subject to condition 8.3, if:
- 8.2.1. the Buyer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranties set out in condition 8.1;
 - 8.2.2. the Supplier is given a reasonable opportunity of examining such Goods; and
 - 8.2.3. the Buyer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 8.3. The Supplier shall not be liable for the Goods' failure to comply with the warranties set out in condition 8.1 in any of the following events:
- 8.3.1. the Buyer makes any further use of such Goods after giving notice in accordance with condition 8.2.1;
 - 8.3.2. the defect arises because the Buyer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 8.3.3. the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Buyer;
 - 8.3.4. the Buyer alters or repairs such Goods without the written consent of the Supplier;
 - 8.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 8.3.6. the Goods differ from their description or, as the case may be, the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 8.4. Except as provided in this condition 8, the Supplier shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranties set out in condition 8.1.
- 8.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

9. Delivery of the Goods

- 9.1. The Goods will be delivered to the Buyer at the address provided by the Buyer on the Order or such other location as the parties may agree at any time after the Supplier notifies the Buyer that the Goods are ready (the 'Delivery Location').
- 9.2. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 9.3. Any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 9.4. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 9.5. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 9.6. No claim for damaged Goods or shortage of Goods will be accepted by the Supplier unless on delivery of the Goods the Buyer signs the delivery as "damaged" or "shortage". In any event the Supplier will not accept any claims for damage or shortage unless the Supplier receives written notice of such damage or shortage within 24 hours of receipt of the Goods.
- 9.7. Standard delivery charge within the UK of £15.00+vat per order.

10. Title and risk

- 10.1. Risk shall pass to the Buyer on completion of the delivery of the Goods.
- 10.2. In spite of delivery having been made, the Supplier retains the title in the Goods delivered against the Buyer until: the Buyer shall have paid the Price plus VAT; and no other sums whatever shall be due from the Buyer to the Supplier.
- 10.3. Until title in the Goods passes to the Buyer in accordance with condition 10.2 the Buyer shall: hold the Goods and each of them on a fiduciary basis as bailee for the Supplier; and store the Goods (at no cost to the Supplier) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Supplier's property.
- 10.4. Notwithstanding that the Goods (or any of them) remain the property of the Supplier, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Supplier. Any such sale or dealing shall be a sale or use of the Supplier's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Supplier the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Supplier and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Supplier's money.
- 10.5. The Supplier shall be entitled to recover the purchase price of the Goods (plus VAT) notwithstanding that property in any of the Goods has not passed from the Supplier. Until such time as Property in the Goods passes from the Supplier, the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Supplier. If the Buyer fails to do so the Supplier may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.
- 10.6. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Supplier. Without prejudice to the other rights of the Supplier, if the Buyer does so all sums whatever owing by the Buyer to the Supplier become due and payable immediately.
- 10.7. The Buyer shall insure and keep insured the Goods to the full purchase price against 'all risks' to the reasonable satisfaction of the Supplier until the date that property in the Goods passes from the Supplier, and shall whenever requested by the Supplier produce a copy of the insurance policy. Without prejudice to the other rights of the Supplier, if the Buyer fails to do so all sums whatever owing by the Buyer to the Supplier shall forthwith become due and payable immediately.

11. Remedies of Buyer

- 11.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979; defective products under the Consumer Protection Act 1987; or any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

12. Subject to condition 11.1 above:

- 12.1. the Supplier shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and the Supplier's total liability to the Buyer in respect of all other 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 price of the Goods and/or Services.
- 12.2. Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Supplier to supply Goods which conform to the contract for sale. Where the Buyer accepts or has been deemed to have accepted any Goods then the Supplier shall have no liability whatever to the Buyer in respect of those Goods.
- 12.3. The Supplier shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Supplier of the Contract.

13. Termination

- 13.1. If the Buyer becomes subject to any of the events listed in condition 12.1.3, or the Supplier reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Supplier without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.
- 13.2. The Supplier shall be entitled by written notice to terminate the Contract: at any time after 14 days of the Supplier becoming aware of any breach of the Contract by the Buyer if that breach has not been rectified before the giving of the notice; or forthwith if the breach committed by the Buyer is not capable of rectification; or forthwith if the Buyer becomes insolvent or commits any act of bankruptcy or makes any composition with its creditors or has a Receiver appointed over its assets or commences proceedings or takes steps of any kind for its liquidation. Any such termination shall be without prejudice to any claim that the Supplier may have against the Buyer.
- 13.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

14. Force Majeure

- 14.1. For the purposes of the Contract, 'Force Majeure Event' means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 14.2. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 14.3. If the Force Majeure Event prevents the Supplier from providing any of the Goods and/or Services for more than 3 months, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

No Waiver

No failure by the Supplier to insist on any of the provisions of the Contract, or the grant of any time or indulgence by the Supplier shall constitute a waiver of any of the Supplier's rights or of the Buyer's obligation under these Conditions.

15. Assignment and subcontracting

- 15.1. The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.2. The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

16. Severance

- 16.1. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 16.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17. Notices

- 17.1. All notices to be given under these Conditions must be in writing and may be given by letter, facsimile or e-mail. Any notice posted shall be deemed to have been served seventy two hours after posting or if delivered by hand or e-mailed on the day of delivery or transmission. Notices shall be addressed to the last known address of the intended recipient.

18. Proper law of Contract

- 18.1. The Contract is subject to the law of England and Wales.
- 18.2. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

I/We agree to the Conditions as detailed above and hereby apply to open a credit account with a suggested credit limit of £ :00

Signed _____

For and on behalf of _____

(Print Name) _____

Position _____

Date _____

Please return this application to:

Accounts Department
Audio Visual Intelligence
Unit 18,
St Peter's Road, Maidenhead,
Slough,
SL6 7QU
Registered in England: 07159222

Email: sales@av-intel.co.uk

Phone: 01628 203040

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Office Use Only
Application signed on behalf of AVI Ltd

Signed _____

(Print Name) _____

Authorised Credit Limit:

Authorised Payment Term:

Credit Check Details:

AUDIO VISUAL INTELLIGENCE