



**SilverNet Limited**  
**16 Cochran Close**  
**Crownhill**  
**Milton Keynes**  
**MK8 0AJ**

**NEW CUSTOMER INFORMATION FORM**

**If you are a new customer**

Complete the fields on page 1 and fax back to us on +44 (0)870 622 0254

**If you wish to apply for a credit account**

Complete pages 1 & 2 and fax both these pages and a copy of your letterhead to us on +44 (0)870 622 0254

**If you wish to pay for your current order by Credit Card**

Complete the fields on pages 1 & 3 and fax both these pages to us on +44 (0)870 622 0254

<b>Trading Name</b>
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<b>Invoice Address - (Including Post Code)</b>
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<b>Contact</b>	<b>Name</b>	<b>Telephone No</b>	<b>Fax No</b>	<b>Email Address</b>
<b>Main Switchboard</b>				
<b>Accounts</b>				
<b>Purchasing</b>				

<b>VAT Registration Number (if Registered for VAT)</b>
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<b>To help us provide a better service to our customers would you please indicate your area of business</b>	
<b>Automotive</b>	<b>Medical</b>
<b>Communications</b>	<b>Military</b>
<b>Industry</b>	<b>Other</b>

<i>For internal use only</i>	
<i>Seller Name</i>	<i>Order Received/Order to follow</i>
	<i>On Sage Y / N</i>



## CREDIT ACCOUNT APPLICATION

**Credit Limit Required**

**Registered Company Name (if different from above)**

**Registered Company Address**

**Registered Company Number and Date of Incorporation**

**Bank Name and Address**

**Bank Sort Code, Account Number and Account Name**

**I have read and agree to the terms and conditions of sale attached to this document including payment terms of 14 days end of month.**

**Please ensure that you attach a copy of your letterhead to this application.**

**SIGNATURE**

**DATE**

*For office use only*

*Authorised Credit Limit*

*Comments*

*Authorised by Date*



## Payment by Credit Card Authorisation

Full name of Card Holder


Trading Name of Company

Billing Address of Cardholder

Contact Telephone Number

If you are paying a pro-forma invoice please enter the number here

Please indicate your method of payment

			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Card Number

Expiry Date

Issue Number

Amount to be charged to the card \*

*For payments over £1,000 this may include a 3% merchant charge*

**Cardholder Authority**

**Please debit my account with the amount shown above.**

**Cardholder Signature**

**Date**

*For Office Use Only*

*Authorisation Number*

*Processed by*

*Amount*



## SilverNet – Conditions of Sale

### 1. INTRODUCTION

All goods and services are sold subject to the following terms and conditions which shall prevail to the exclusion of conditions put forward by the Purchaser whether verbal or written unless otherwise agreed in writing by the Seller's authorised representative

### 2. VALIDITY

Quotations are open for acceptance for thirty days after which time the Seller reserves the right to withdraw or vary the offer. There is no contractual obligation on the Seller until the Seller has accepted the Purchaser's order which must be identified by an order number and contain sufficient information to allow the Seller to proceed.

### 3. PRICE

Prices quoted by the Seller are exclusive of VAT and are based on costs prevailing at the date of quotation. In the event of cost escalation (including but not limited to escalation caused by exchange rate variations and cost increases of material, labour, imports and transport) occurring before delivery the Seller reserves the right to increase prices in proportion to cost increases incurred.

### 4. PAYMENT

- a) Purchasers within the UK who have been granted credit terms by the Seller must make payments on a strict net monthly basis. Where the Purchaser is in default of these payment terms the Seller reserves the following rights
- i) Cancel credit terms and substitutes Cash with Order or Pro Forma Invoicing.
  - ii) Suspend outstanding deliveries.
  - iii) Charge interest at 8% per calendar month (pro rata for days) in respect of sums overdue until payment is received in full.
  - iv) Rescind or restrict the scope of the warranty on all goods for which payment is overdue.
- b) For export sales payment shall be made by irrevocable letter of credit established in favour of the Seller and confirmed on a London clearing bank. The letter of credit will permit part payment by the release of 100% of the contract value of each shipment. Unless otherwise confirmed in writing delivery and carriage terms are ex works and goods will be packed in accordance with the seller's normal practice in non returnable and non refundable packing. The Seller reserves the right to deliver in more than one consignment and to invoice each consignment separately with the appropriate carriage and packing costs.

### 5. OWNERSHIP AND RISK

Property in the goods shall transfer from the Seller to the Purchaser on receipt of full payment by the Seller. Risk transfers to the Purchaser when the goods are delivered to the address or to the Carrier specified by the Purchaser. If the Purchaser fails to pay the total price in accordance with the payment terms outlined in paragraph 4 above, or becomes insolvent or makes a composition with its creditors or has a Receiver appointed over any of its property or undertakings then the Seller shall be entitled to repossess the goods even if such repossession involves entering onto the premises of the Purchaser without prior notice.

When delivery of the goods is delayed by the Purchaser or Agents or Carriers acting on behalf of the Purchaser, risk passes to the Purchaser from the date of the commencement of the delay and storage and other additional costs incurred will be charged to the Purchaser. Unless otherwise agreed in writing, the Seller will invoice such goods at the original date of delivery which will be the date from which both payment due and warranty commencement are calculated.

### 6. WARRANTY

The Seller will exercise the option at his sole discretion to repair or replace, free of charge, any part or parts of goods which have been found to the Seller's satisfaction to become defective due to faulty material or workmanship within twelve calendar months from the original dispatch date. This warranty does not cover defects due to fair wear and tear nor defects resulting from incorrect storage, misuse, or lack of proper maintenance by the Purchaser or damage caused by mishandling or goods that have been modified or repaired by other than the Seller.

Both way carriage charges for warranty returns are the Purchaser's liability. Where such returns are found not to be defective or defects have been caused by the Purchaser's misuse, the Purchaser will be charged a minimum retest charge of £20.00 per unit.

Except in those cases where prohibition against exclusion or restriction of liability applies by the constraints of sections 2(1), 6(1) and 6 (2) of The Unfair Contract Terms Act 1977, the Seller's obligation is strictly limited to repairs or replacement of faulty goods in accordance with the warranty provisions outlined above. The Seller shall not be liable for any other direct, indirect or consequential damage or loss, or loss of profit attributable to use, handling, testing or ownership of the goods supplied. The Purchaser shall notify the Seller of any faulty goods within 20 days of



delivery, except transit damage which must be notified immediately upon receipt. Where goods are repaired or replaced by the Seller the warranty period terminates one year from the date of the original delivery. Removal of the serial number sticker invalidates the warranty.

#### **7. OUT OF WARRANTY REPAIRS**

Chargeable repairs are priced at a minimum of 45% of the original one piece list price. A quotation for this charge will be sent after receipt of the goods returned for repair. The purchaser will then have four weeks to issue an order number failing which the Seller will return the goods carriage forward.

#### **8. FORCE MAJEURE**

The Seller has no liability for failure to supply goods or services ordered or for delay in delivery where the causes are outside the Seller's reasonable control, such as fire, flood and other natural disasters, war, governmental action, strikes, non availability of materials, failure of suppliers, sub contractors and carriers.

#### **9. PURCHASER'S OBLIGATION**

Where completion of the contract by the Seller depends on the supply by the Purchaser of information, instructions, material or special equipment, timely provision of such in quantities and quality required is solely the liability of the Purchaser. Increased costs arising from the Purchaser's failure to meet this obligation shall be borne in full by the Purchaser.

#### **10. SUITABILITY**

The Purchaser assumes sole responsibility that the goods ordered are suitable for the intended use. Data provided by the Seller in the form of data sheets, catalogues, handbooks, drawings or sketches are not warranted to be a precise description of the goods and such data does not form part of the contract.

#### **11. CANCELLATION**

The Purchaser may only cancel an order after the Seller has agreed in writing to accept a compensation payment. Such payment will include, but is not necessarily limited to, the cost of the Seller's labour, material, transport and other costs committed to the contract plus a 10% gross handling charge. Where the Purchaser wishes to implement a partial cancellation then in addition to the above compensation payment, a retrospective price increase will apply to goods already delivered to reflect the lower order quantity. If the Purchaser has ordered incorrect items, these may be returned to the Seller carriage paid provided they are in "as new" condition and packed in undamaged original packing, in exchange for the correct items subject to a minimum of 25% of original price retest and restocking charge and an appropriate price adjustment.

#### **12. HEALTH AND SAFETY AT WORK**

The Seller assumes that the goods supplied to the Purchaser will be used by qualified experienced personnel who are conversant with the hazards involved in the handling of power conversion equipment. Many products supplied by the Seller contain high voltages which are hazardous and normal safety precautions are essential. As far as possible the Seller has ensured that all goods supplied have been subjected to the relevant safety tests and that adequate warning labels are in place. If the Purchaser has doubts or queries regarding safety aspects or proper use of the goods advice should be sought from the Seller.

#### **13. INTERPRETATION**

Contracts subject to these conditions shall be interpreted in all respects in accordance with English Law. If disputes cannot be resolved by the two parties then a final agreement will be reached in accordance with the provisions of the Arbitration Act 1950 or such statutory modification for the time being in force.