



ACCOUNT APPLICATION FORM

Company Name:	Company Registration No:
Trading Name (If applicable):	VAT Registration No:
Company Address:	Registered Office (If different):
Telephone No:	Fax No:
Brief details of your company's main activities:	

Purchasing Contact:	Telephone No:
	Email:
Accounts Contact:	Telephone No:
	Email:

Bank Name & Address:	Sort Code:
	Account Number:

Name & Address of Trade Reference 1:	Name & Address of Trade Reference 2:
Telephone No:	Telephone No:
Email:	Email:

* Please Note: References must reflect your required credit limit.

Credit Limit Required:

Signature:	Position:
Name (BLOCK):	Date:



TERMS & CONDITIONS OF SALE

The agreement shall be in accordance with English Law and supersedes any previous agreement with the Buyer and Seller. The placing of an order shall include acceptance of the following Terms and Conditions.

1. DEFINITIONS AND INTERPRETATIONS

The defined terms in this document shall have the following meanings:

- 1.1. **Buyer:** the person or organisation who purchases or agrees to purchase Goods from the Seller.
- 1.2. **Seller:** STS Distribution Ltd (Company Reg. 06138842)
- 1.3. **Contract:** the agreement between the Buyer and Seller for the sale and purchase of Goods incorporating these Terms and Conditions
- 1.4. **Goods:** the articles the Buyer purchases or agrees to purchase from the Seller.

2. PRICE

- 2.1. Prices are believed to be correct at time of printing.
- 2.2. Unless otherwise agreed in writing, the Goods will be invoiced at the price set out in the Seller's price list, customer specific price list, or quotation, on the date of despatch or deemed despatch and the Seller reserves the right to amend any errors or omissions.
- 2.3. Unless expressly stated otherwise in any quotation issued by the Sellers to the Buyer, all prices quoted are valid for a period of 30 days from the date of quotation.
- 2.4. Quotation are based on information given and should not be considered as system design.
- 2.5. Unless expressly stated otherwise, all prices quoted are ex-works and expressed in Pounds Sterling net and exclude the cost of packing and delivery. Any applicable Value Added Tax or any other sales tax or excise duties paid or payable by the sellers shall be added to the price and shall be payable by the Buyer.
- 2.6. Any prices quoted will not be part of any rebate structure.
- 2.7. The Seller may, at their absolute discretion, accept or reject any order placed by the Buyer.
- 2.8. In the event of the Buyer cancelling a part of the order in accordance with the provisions of Force Majeure the Seller reserve the right to revise the price or prices quoted for goods already delivered.
- 2.9. The Seller reserves the right to review the contract price(s) in the event of the Pound Sterling, fluctuation in cost or in the rates of foreign exchange.

3. PAYMENT

- 3.1. Payment terms are as follows:
 - 3.1.1. Payment shall be due within the agreed payment terms
 - 3.1.1.1 Proforma: payment must be cleared in full before despatch of Goods.
 - 3.1.1.2 Credit Account: 30 days end of month of invoice, unless otherwise agreed in writing.
 - 3.1.2. No early settlement discount is to be applied to any payments.
- 3.2. Whilst payment remains overdue the Seller will refuse any further goods or services until the account has been settled. Should the payment terms be exceeded the Seller reserves the right to charge interest at the current base rate of their bank for the period between the payment becoming due and the settlement being made. Should it be necessary to undertake debt collecting proceedings to recover the monies owed to the Seller, the Buyer will be liable for any costs associated with these proceedings.

4. DELIVERY

- 4.1. Unless otherwise agreed in writing by the Seller, delivery of Goods will take place by the normal route to the address as indicated on the Buyer's order in accordance with the provisions of the Delivery Policy.
- 4.2. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for Delivery.
- 4.3. On Delivery, the Buyer shall examine the goods for defects and completeness. Any shortages in Delivery will be notified to the Seller within 5 working days from the receipt of goods. Thereafter, no such claims will be entertained.
- 4.4. The Seller shall not in any event be held liable for any damage or loss, either indirect or consequential, suffered or alleged to have been suffered by the Buyer caused by or arising out of any failure to meet any estimated delivery date.
- 4.5. The Seller cannot accept liability for loss in transit or damage. Complaints of loss or damage must be notified to the Seller within 24 hours of delivery.
- 4.6. All our couriers hold records of proof of delivery for 3 months. Therefore, we cannot accommodate requests for proof of delivery later than 3 months from the date of invoice.

Authorised Signatory (on behalf of the Buyer): _____ Date: _____

Print Name: _____ Position: _____



5. RISK & OWNERSHIP

- 5.1. Ownership will be passed to the Buyer upon the following:
 - 5.1.1 Delivery or collection of the Goods or where the Buyer fails to take delivery at the agreed time when the delivery was attempted; and
 - 5.1.2 Receipt of full and cleared payment in respect of the order.
- 5.2. Until such time as ownership in the Goods passes to the Buyer, the Seller is entitled at any time to require the Buyer to return them. If the Buyer defaults, the Seller is entitled to proceed with legal action to recover the Goods or to recover the monies owed.

6. WARRANTIES

- 6.1. The warranty on Goods supplied by the Seller is normally a minimum of 12 months from the date of purchase on most manufacturers' products, unless otherwise stated, subject to the Goods being returned carriage paid to the Seller's office (return to base warranty).
- 6.2. In warranty, goods will follow manufacturers' procedures and guidelines.
- 6.3. In warranty, replacements or repairs will not carry any charges providing that the Goods were found to be defective. Obvious misuse, abuse of the Goods, or any provisions of Force Majeure will invalidate any warranty and charges will be accordingly applicable.
- 6.4. The Seller does not warrant the intellectual content of software programmes to be free of errors. Nevertheless, every effort will be made by the Seller to resolve this with the manufacturer.
- 6.5. The Buyer shall notify the Seller of any damaged Goods within 48 hours of delivery and shall make arrangements to return the damaged Goods to the Seller within 5 working days of delivery in accordance with the Seller's returns procedures. If the Buyer fails to do so, the Buyer shall be deemed to have accepted the Goods.

7. CANCELLATION AND RETURNS

- 7.1. Cancellation of the product by either party must be in writing.
- 7.2. The Seller cannot accept any returned Goods without a valid Return Material Authorisation (RMA) number.
 - 7.2.1. The Buyer is responsible for delivery costs of returning Goods.
 - 7.2.2. If Goods are found to be defective these will be repaired/replaced, subject to manufacturers' guidelines, and timescales will be advised by the Seller's Returns Department as manufacturers' procedures and timescales vary. The repaired/replaced Goods will be despatched with carriage paid by the Seller or a credit issued against the defective goods.
 - 7.2.3. If Goods are found to be in working order the Buyer shall be invoiced the appropriate delivery charges to return the Goods.
- 7.3. Where Goods have been ordered and are not required, the Seller will accept the Goods back under the following conditions:
 - 7.3.1. The Goods are returned within 7 days of purchase
 - 7.3.2. The Goods are returned in the original packing
 - 7.3.3. The Goods have not been used/installed
 - 7.3.4. A minimum re-stocking and handling charge of 15% will apply.
- 7.4. Specially ordered goods that do not fall into the category of normal STS stock will not be accepted for return or stock cleanse unless defective. Neither will we accept cancellation of the order once we have committed ourselves to our supplier. In these circumstances the Buyer shall be responsible for payment of the total agreed sum within the standard payment terms.
- 7.5. The Buyer is responsible for carriage costs of returning Goods. If Goods are found to be defective the replacement parts will be despatched with carriage paid by the Seller. However, if Goods are found to be in working order the Buyer shall be invoiced the appropriate delivery charges to return the Goods.

8. DISCLAIMERS & LIMITATIONS OF LIABILITY

- 8.1. The Seller reserves the right to modify, remove or substitute any information shown on Company publications without notice.
- 8.2. Without prejudice to the warranties given above and subject to Force Majeure, the Buyer acknowledges that the Seller does not provide advice in relation to the selection or use of products, and that where this information is provided the Seller will not be responsible for, or liable in respect of:
 - 8.2.1 that information to the extent that the Seller is communicating to you information received from the manufacturer or supplier of the product; or
 - 8.2.2 any omission in the information the Seller provides, including without limitation omissions arising out of any failure on your part to fully appraise us of the circumstances of the proposed use of the products.
- 8.3. Information and technical data contained in the website or published material is for guidance purposes only. To the extent permitted by law, the Seller will not be liable for any indirect, special or consequential loss or damage, such as loss of data, loss of income/profits, business interruption caused.

Authorised Signatory (on behalf of the Buyer): _____ Date: _____

Print Name: _____ Position: _____

STS Distribution Ltd

Fire • Sound • Security • CCTV



- 8.4. If any of these terms or disclaimers shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
- 8.5. The Seller will not be liable for any losses arising from a Force Majeure event or circumstances beyond the Seller's control.
- 8.6. The Seller will not be liable in respect of any defect in the Goods arising from fair wear and tear, user damage, accident, user negligence, use otherwise than in accordance with the manufacturer or the Seller instructions or recommendations, or any alteration carried out.
- 8.7. The Seller's liability in connection with any Goods sold is strictly limited to the purchase price and the delivery of a replacement product.

9. FORCE MAJEURE

- 9.1. "Force Majeure Events" means:
 - 9.1.1 any events which is beyond the Seller's control
 - 9.1.2 power failure, industrial disputes affecting any third party, governmental regulations, fire, floods, disasters, civil riots, terrorist attacks, wars, acts of God.
- 9.2. When a force majeure event gives rise to a failure or delay in the Seller performing obligations under these Terms & Conditions of Sale, these obligations will be suspended for the duration of the force majeure event.

10. ILLUSTRATIVE INFORMATION

- 10.1. Trademarks, logos and images are the property of the Seller or the relevant manufacturers. Users are not permitted to use these without prior written consent.
- 10.2. Images of products on the website are for illustrative purposes. Actual products may differ from such images.

11. GENERAL

- 11.1. The Seller reserves the right to alter the price and/or specification of any product without prior notice.
- 11.2. The Seller accepts no responsibility for any mistakes in the company literature or publications. All information and data given in the Seller's company literature is to be used as a guide and is for general information only.
- 11.3. The Seller will not disclose the Buyer's information to third parties other than when order details are processed part of order fulfilment. In this case, the third party will not disclose any of the details to any other third party.

Authorised Signatory (*on behalf of the Buyer*): _____ Date: _____

Print Name: _____ Position: _____