



APPLICATION FOR NEW CUSTOMER

Email Sharon.mahon@square1products.com

Account Manager _____

Official Company Name:

Invoice Address:

Delivery Address:

VAT Reg. No. _____

Company Reg. No. _____

Sales Contact:

Name: _____

Tel No: _____

Fax No: _____

Email: _____

Accounts Contact:

Name: _____

Tel No: _____

Fax No: _____

Email: _____

Finance Director _____

Credit Terms are strictly 30 days from document date

******* PLEASE SEE NOTE OVERLEAF *******

Credit Limit Required _____

Currency:(GBP/EUR/USD) _____

Trade References

Name: _____

Name: _____

Address: _____

Address: _____

Tel No: _____

Tel No: _____

Fax No: _____

Fax No: _____

Email: _____

Email: _____

Bank Details

Name of Bank: _____

Name of Bank Manager: _____

Account Number: _____

Sort Code: _____

Branch: _____

Declaration and Acceptance of Terms and Conditions by Director Level

I declare that I have read, understood, accept and have signed the terms and conditions of trade as set out below. I agree to Square 1 Products taking both Trade and Bank References.

Please sign below & the last page of T&Cs and return with a copy of your company letterhead

Agreed By: _____

Print Name: _____

Position (Director Level) _____ Date: _____

****Please note payments made after the agreed due date may lead us to execute our right to charge interest as per the late payment of Commercial Debts (Interest) Act 1998.****

Office Use Only:

Customer Account Number: _____

Account Manager: _____

Credit Limit Given: _____

Date: _____

TERMS AND CONDITIONS OF TRADING

1. General

In these terms and conditions of trading:

- 1.1. "**the Company**" means Square 1 Products Limited, registered in England and Wales under company registration no. 5200839.
- 1.2. "**Contract**" means a contract entered into between the Company and the Customer for the supply of Products and shall incorporate these terms and conditions.
- 1.3. "**the Customer**" means the Customer to whom the Company agrees to supply Goods.
- 1.4. "**Data Protection Legislation**" means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- 1.5. "**Goods**" means any equipment supplied by the Company. Goods are subject to availability and may vary from those advertised.
- 1.6. "**Products**" means Goods and / or Services
- 1.7. "**Services**" means any services supplied by the Company.
- 1.8. These terms and conditions shall apply to all Contracts to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing unless expressly agreed to the contrary in writing and signed by a director of the Company.
- 1.9. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 1.10. Each party acknowledges that in entering into a Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

2. Orders

- 2.1. The Customer must decide before ordering if the Products are suitable for its needs.
- 2.2. Any quotation issued by the Company is not an offer. The Customer's order constitutes an offer by the Customer to purchase Products in accordance with these terms and conditions. All orders are subject to availability of Products. Any prior indications of availability by the Company by e-mail, telephone, facsimile, or verbally shall be provisional only.
- 2.3. The Order shall be deemed to be accepted on the first to occur of:
 - 2.3.1. the Company issues written acceptance of the Order; or
 - 2.3.2. the Company dispatches the Goods or begins performance of the Services (as applicable), at which point and on which date the Contract shall come into existence. For the purposes of this clause 2.3 only, 'written' may include by email.
- 2.4. Catalogues, price lists, videos and other advertising or promotional material are intended to provide an indication only as to the price range and dimensions of Products offered by the Company and any variations thereto shall not give rise to any claim against the Company. They shall not form part of the Contract or have any contractual force. Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 14 days from its date of issue.
- 2.5. Once accepted, the Order cannot be cancelled by the Customer without written agreement from the Company.

3. Price and payment

- 3.1. The price for the Products will be the price set out in the latest quote issued by the Company to the Customer as amended from time to time by agreement of both parties in writing, including by email. Prices are exclusive of VAT which shall be payable by the Customer in addition to the price.

- 3.2. The Company reserves the right to pass on to the Customer any increase or decrease in the costs of providing the Products that occur between the date of any quotation and the date of delivery. Unless specifically included in the quotation, prices do not include delivery and any delivery charges incurred by the Company will be passed on to the Customer.
- 3.3. Please note that the Company reserves the right to cancel or refuse orders for Products shown on its website with an incorrect price or with any other incorrect information, in which case the Company will refund any money paid in respect of such Products.
- 3.4. Unless agreed to the contrary in writing all invoices are payable within 30 days from the date of invoice, or where the Customer has a credit account agreement with the Company, in accordance with the payment terms of that credit account agreement.
- 3.5. If the Customer fails to make payment as provided for above, the Company will (in addition to any other remedies) charge and be entitled to be paid by the Customer interest on overdue amounts at the rate in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment of the overdue sum, whether before or after judgment.
- 3.6. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4. Manufacturer's specification

- 4.1. The Customer recognises that the Company is a distributor of Products. Although the Company will try to notify the Customer of any variations from description or specification of which it is aware the Customer accepts that the Company cannot be accountable for the consequences of any variations made by the manufacturer or as a result of shortage of supplies or for manufacturers' level of support including without limitation software support.
- 4.2. The Customer is responsible for ensuring that the specification for the Products meets its requirements.
- 4.3. The Customer is responsible for ensuring that all the information it provides to the Company is complete and accurate.

5. Intellectual Property

- 5.1. In accordance with trade practice, many manufacturers or suppliers of the Products sold by the Company retain title to the copyright and other intellectual property rights. The Company only transfers such titles as it may have and no warranties expressed or implied are given as to whether or not the intended use is permitted by the owner of such rights.
- 5.2. The Customer is responsible for complying with the terms of any Product licence.

6. Delivery

- 6.1. Dates and times quoted by the Company for delivery run from the receipt by the Company of a written order or from resolution of technical details whichever is the later.
- 6.2. All dates and times quoted are estimates only and any delay in meeting delivery dates will not give rise to a right to cancel the order unless such a right is specifically reserved in the Customer's written order and accepted in writing by the Company. The Company shall not be liable for any delay in delivery of the Products that is caused by an event beyond the Company's reasonable control or by the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Products. Time for delivery shall not be of the essence.
- 6.3. Standard delivery is to suitable ground floor reception or stores areas. The Customer must notify us in advance of any special delivery requirements for which there may be an additional charge.
- 6.4. Offers for Goods ex-stock are subject to the Goods being unsold at the time of the Customer's order or resolution of technical details whichever is the later.

- 6.5. The Company reserves the right to make part deliveries. Any delay in a part delivery or defect in a part delivery shall not entitle the Customer to cancel any other part of the Contract. .
- 6.6. Any request by the Customer for the Company to delay or split deliveries may result in a stocking charge and any additional costs incurred by the Company shall be debited to the Customer.
- 6.7. If the Products do not arrive or the delivery is incomplete (subject to condition 6.5), the delivery comprises the wrong Products, or the Products are damaged when opened, the Customer must tell the Company's Operations Centre (telephone 01925 530111) within 5 days of receipt or expected delivery. The Customer will be required to give detailed reasons for rejection.
- 6.8. All Goods shall be deemed accepted unless rejected within the time period set out in Condition 6.7.
- 6.9. The Company shall at its option repair or replace the Products or refund the price of the Products or credit the Customer's account, provided that
 - 6.9.1.notice is given by the Customer in accordance with condition 6.7; and
 - 6.9.2.the Company is given a reasonable opportunity to inspect the Products, which may include the Customer returning the Products to the Company.
- 6.10. The Company reserves the right not to implement condition 6.9 unless and until replacement Products or parts or refunds (as the case may be) are received by the Company from the manufacturer, supplier or insurer, as the case may be.

7. Force Majeure

The Company shall not be liable for any loss whatsoever suffered by the Customer in the event of the Company's failure to perform, or delay in performing, any of its obligations under the Contract if the supply of the Products would be illegal, contrary to manufacturer's conditions of sales or such failure or delay result from events, circumstances or causes beyond the Company's reasonable control.

8. Insolvency

In the event that the Customer is declared insolvent or compounds with its creditors or has distress levied against its goods or assets; or in the case of a limited Company compounds with its creditors, or has distress levied against its goods, assets or is wound up or has a receiver appointed for whatsoever reason, the Company shall have the right to suspend deliveries until payment has been made for Products already supplied and for all outstanding orders.

9. Title and risk

- 9.1. Risk in the Goods shall pass to the Customer at the time of delivery to or collection by (whichever is the earlier) the Customer or its agent.
- 9.2. Title to the Goods shall remain vested in the Company (notwithstanding the passing of possession and risk to the Customer) and shall not pass until the earlier of:
 - 9.2.1.the price and all other money due from the Customer to the Company on any other account has been paid in full in which case title to the Goods shall pass at the time of payment; and
 - 9.2.2.the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in Condition 9.3
- 9.3. Subject to Condition 9.4, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells the Goods before that time title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs. Such right to resell shall cease immediately upon any of the events in clause 12.2 affecting the Customer.
- 9.4. Until title to the Goods passes to the Customer, the Customer shall keep the Goods separate from those of the Customer and third parties, ensure that the Goods are at all times identifiable as the Company's property, maintain those Goods in satisfactory condition and keep them insured on the Company's behalf for their full price, and the Company reserves the right to dispose of the Goods.

9.5. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Condition 12.2, then, without limiting any other right or remedy the Company may have:

9.5.1. the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

9.5.2. the Company may at any time:

9.5.2.1. require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

9.5.2.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Goods are stored to recover them.

10. Limitation of Liability

10.1. Nothing in these Conditions shall limit or exclude the Company's liability for:

10.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

10.1.2. fraud or fraudulent misrepresentation;

10.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

10.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

10.1.5. defective products under the Consumer Protection Act 1987.

10.2. Subject to Condition 10.1, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

10.2.1. loss of profits;

10.2.2. loss of sales or business;

10.2.3. loss of agreements or contracts;

10.2.4. loss of anticipated savings;

10.2.5. loss of use or corruption of software, data or information;

10.2.6. loss of or damage to goodwill; and

10.2.7. any indirect or consequential loss.

10.3. Subject to Condition 10.1, the Company's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, in respect of any one event or series of connected events arising under or in connection with the Contract, shall not exceed 150% of the total price paid under the Contract.

10.4. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

10.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.6. This Condition 10 shall survive termination of the Contract.

11. Returns

11.1. All Goods are sold with the benefit of the manufacturer's warranty only. The Company will accept returns of faulty Goods, subject to the terms of the manufacturer's warranty and within the timescales set out in the manufacturer's warranty. **PLEASE NOTE:** Some manufacturers operate a day one return to manufacturer policy – the Customer's account manager will advise on this.

11.2. Before returning any Goods to the Company the Customer shall:-

11.2.1. obtain an RMA (Returned Merchandise Authorisation) from the Company's Operations Centre by going to <http://square1products.com/rma-support/>. The RMA will be valid for 7 days. The Company may arrange for collection of the Goods, which must be available for collection in their original packaging together

with all accessories and manuals. The Company cannot accept unauthorised returns which do not have an RMA.

- 11.2.2. affix the RMA authorisation reference number to the packaging in a prominent position.
- 11.3. This procedure is solely for administrative convenience and the issue of a return label shall not be taken as an admission of any fault in relation to the Goods being returned.
- 11.4. No Goods shall be returned without the Company's prior approval.
- 11.5. Where returned Goods have been opened, used or the fault arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions the Company reserves the right to refuse the return or to charge a re-stocking fee.

12. Suspension and Termination

- 12.1. The Company may terminate a Contract or suspend the provision of the Services or all further deliveries of Goods immediately (without liability to the Customer) if any of the following events happen:
 - 12.1.1. the Customer fails to make any payment due to the Company by the time it is due;
 - 12.1.2. the Customer has given any false or misleading information to the Company;
 - 12.1.3. the Customer becomes subject to or commits any of the events listed in condition 12.2;
 - 12.1.4. the Customer's use of the Services is likely to cause the whole or part of the services to be interrupted, damaged, rendered less efficient or in any way impaired;
 - 12.1.5. the Customer is in material breach of its obligations under the Contract and fails to remedy this within 30 (thirty) days of written notice;
 - 12.1.6. the Customer is in persistent breach of its obligations under the Contract;
 - 12.1.7. if the primary cause of any problem which substantially impairs or prevents the Company from performing the services is the failure or malfunction of any equipment, facilities or devices not supplied by the Company;
 - 12.1.8. if the site, equipment or software is changed; or
 - 12.1.9. if the cancellation provisions under any leasing arrangement entered into by the Customer are invoked by the relevant Leasing Company.
- 12.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 12.2.1. the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 12.2.2. the other party is in persistent breach of its obligations under the Contract;
 - 12.2.3. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business
 - 12.2.4. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 12.2.5. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.3. On termination of the Contract:
 - 12.3.1. the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- 12.3.2. the Customer shall return all of the Company's materials and any Products which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 12.4. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 12.5. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

13. Services – Additional Conditions

This Condition 13 applies to the provision of Services only:

- 13.1. The Customer will:
- 13.1.1. allow reasonable access to the site and ensure the site is a safe environment
 - 13.1.2. properly maintain the equipment and software and regularly back up data
 - 13.1.3. provide all relevant information about the site, the equipment and the software and notify the Company of any changes to any of them affecting or likely to affect the Company's ability to deliver the Services
 - 13.1.4. check and sign for all deliveries by the Company of equipment required to provide the Services, keep such equipment safe and ensure its availability for the Services to be carried out.
- 13.2. The Company:
- 13.2.1. will perform the Services set out in the Description of Services with reasonable skill and care using appropriately qualified and trained and experienced engineers
 - 13.2.2. will not copy, adapt or part with possession of any of the Customer's confidential information.
 - 13.2.3. does not warrant the Services or any additional services will cause the equipment or software to operate without interruption or error
 - 13.2.4. does not have any liability for any such interruption or error which is caused directly or indirectly by any equipment or services not supplied by the Company.
- 13.3. Limitations on the Services
- 13.3.1. The Services do not include services required due to:
 - 13.3.1.1. failure by the Customer to properly maintain or operate the equipment or software
 - 13.3.1.2. modification of the equipment or software by anyone other than the Company
 - 13.3.1.3. transportation or relocation of the equipment or software
 - 13.3.1.4. any defect in the equipment or software
 - 13.3.1.5. failure to allow the Company proper access to the equipment or software
 - 13.3.2. Such services if requested by the Customer will be treated as additional services for which additional charges will be payable in accordance with the Company's standard rates in force at that time.

14. Authority

The Customer hereby authorises the Company to communicate with a manufacturer or supplier on the Customer's behalf in order to fulfil the Contract in particular but without limitation to the generality of the authorisation, the Company is authorised by the Customer to terminate any contract or licence with a third party entered into on behalf of the Customer in the event of non-payment by the Customer to the Company.

15. Guarantee and Liability

The Customer shall get the benefit of the manufacturer's warranty in respect of all the Products. Please note that the Company does not provide any warranties in respect of the Products or any of them and we exclude any warranties express or implied by statute, common law or of any other kind. The Company is willing however to sell an additional top-up warranty to supplement the manufacturer's warranty the terms of which are available on request.

16. Data Protection

- 16.1. Both the Company and the Customer will comply with all applicable requirements of the Data Protection Legislation. This condition 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 16.2. The Company and the Customer acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Company is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 16.3. The Company's Privacy Policy sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data processed. In accepting these terms and conditions you are also agreeing to this Privacy Policy. The Privacy Policy can be found on the Square1Products.com website
- 16.4. Without prejudice to the generality of condition 16.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of this agreement.
- 16.5. Without prejudice to the generality of condition 16.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this agreement:
 - 16.5.1. process that Personal Data only on the written instructions of the Customer unless the Company is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company to process Personal Data (Applicable Laws);
 - 16.5.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - 16.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 16.5.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 16.5.4.1. the Customer or the Company has provided appropriate safeguards in relation to the transfer;
 - 16.5.4.2. the data subject has enforceable rights and effective legal remedies;
 - 16.5.4.3. the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 16.5.4.4. the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - 16.5.5. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 16.5.6. notify the Customer without undue delay on becoming aware of a Personal Data breach; at the written direction of the Customer, delete or return Personal

Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
16.5.7. maintain complete and accurate records and information to demonstrate its compliance with this condition 16.

17. Severability

If and to the extent that any provision or any part of the Company's standard trading conditions are illegal, void, or unenforceable for any reason, then such provisions or part therefore (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provisions, as the case may be, all of which remaining provisions shall remain in full force and effect.

18. Variation of Terms

The Company may vary its standard terms from time to time. The latest version of these terms is available at Square 1 Products.com. The Contract shall incorporate the terms and conditions in effect at the date of the Customer's Order.

19. Waiver.

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. No partnership or agency.

Except where expressly stated, nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

21. Notices

21.1. Any notice given to a party under or in connection with a Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.

21.2. Any notice shall be deemed to have been received:

21.2.1. if delivered by hand, on signature of a delivery receipt or if none at the time the notice is left at the proper address;

21.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or (if applicable) at the time recorded by the delivery service.

22. Third parties rights.

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

23. Law

All contracts shall be deemed to have been made in England and shall be governed in all respect by English law and all disputes, differences or questions at any time arising between the parties as to the construction, validity and performance of the Contract or as to any matters arising out of the Contract or in any way connected with it shall be determined by the English Courts of law to whose jurisdiction the Company and the Customer hereby submit.

Agreed And Accepted:

Signature: _____

Print Name: _____

Position: _____

Company Name: _____

Date: _____