



New Account Application Form

1. Trading Name

Registered Name (if Company or Limited Liability Partnership)

VAT Number

2. Trading Address

Delivery Address

Invoice Address

Registered Office (if Company or Limited Liability Partnership)

3.

Accounts

Sales

Telephone Number
(Landline only)

Fax Number

E-Mail Address
(confirmation of order will
be sent to this address)

4. Full List of Directors (if a company), Full List of Partners (if a partnership), Full List of Employees with Authority to Contract on Behalf of the Business (if a Sole Trader)

If insufficient space, please complete on a separate sheet.

Home Addresses and Telephone Numbers for all Persons Named in section 4.

If insufficient space, please complete on a separate sheet.

5. Nature of Business

Date Established

Credit Limit Required

Payment Method Required (✓)

Credit Card T/T Direct Debit

6. Closing Date of the Business (if any)

7. (Property list all property in which the business has an interest and indicate, in respect of each such property, whether it is owned, leased or rented.)

8. Name of Bank

Address of Bank

Account Number

Sort Code

9. Contact Details for Person Responsible for Paying the Account

Name

Fax Number

Job Title

Telephone Number

E-Mail Address

10. Contact Details of two Trade Referees

Name

Address

Post Code

Telephone Number

Fax Number

Name

Address

Post Code

Telephone Number

Fax Number

11. Promotions (Data supplied will be held on record to market other products and services supplied by Elite Mobile.) Preferred Method

Direct Mail E-mail Shots Telemarketing

12. Credit Information

We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses [which may include our current credit insurer]. We may also make enquiries about directors, partners or sole traders with a credit reference agency.

Additionally we will monitor and record information relating to your trade performance and your trade credit performance. Such records will be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and for fraud prevention and such records will be made available by ourselves to other organisations to assess applications for credit.

Credit account subject to satisfactory credit check and authorisation of Elite Mobile's current credit insurer.

I confirm that all the information I have given on this form is correct and that I accept the attached Terms and Conditions. I further confirm that I am duly authorised to sign this application.

If signing on behalf of a Company

On behalf of

 [Company Name]

Trading as

 [Delete if not applicable]

Position Held

Director

If signing on behalf of a Partnership/Sole Trader

On behalf

 [Trading name]

Position Held

TERMS AND CONDITIONS OF SALE

1. All orders are subject to these Terms and Conditions which apply to all sales of Products by the Company and shall apply in place of and prevail over any terms and conditions contained in the Customer's order or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless made in writing and signed by the Company. For the purposes of these Terms and Conditions the following meanings shall apply:
 - 1.1 "Company" shall mean the seller of the Products, namely Elite Mobile Ltd;
 - 1.2 "Contract" shall mean the contract for the sale of the Products by the Company to the Customer pursuant to these Terms and Conditions;
 - 1.3 "Customer" shall mean the legal person to whom the Company sells or provides the Products and who has completed and signed the Business Registration Form;
 - 1.4 "Business Registration Form" means the registration form completed by the Customer and attached to these Terms and Conditions;
 - 1.5 "Incoterms" shall mean the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date on which the Contract is made;
 - 1.6 "Products" shall mean all or any goods or services supplied by the Company to the Customer pursuant to the Contract;
 - 1.7 "Proposal" shall mean any proposal, tender, estimate or quotation submitted by the Company to the Customer;
 - 1.8 "Working Day" shall mean any day from Monday to Friday other than a statutory holiday or public holiday in England; and
 - 1.9 "Writing" shall mean communication by post, facsimile transmission and e-mail but excludes text messages.
2. Any notice served under these Terms and Conditions shall be deemed served on the next Working Day following posting where it is sent and received within the United Kingdom, or on the seventh Working Day following posting where it is sent and/or received outside the United Kingdom. Any notice sent by facsimile, e-mail or delivered personally, shall be deemed served on successful transmission of the facsimile or e-mail or at the time of personal delivery, provided the same occurs on a Working Day.
3. These Terms and Conditions shall not affect any statutory rights to which the Customer may from time to time be entitled, to the extent that such rights cannot be varied or excluded by law.
4. No variation of these Terms and Conditions shall be binding unless agreed in writing by a Director of the Company and no collateral or supplemental contract may be made or construed unless confirmed in writing by a Director of the Company. The Company reserves the right to amend these Terms and Conditions from time to time. The Customer shall be notified of any such change in Writing which will become effective 5 days after service of the notification.
5. The Company will not accept any order for Products until it has received the completed Business Registration Form from the Customer. Each order or accepted Proposal shall be deemed to be an offer by the Customer to purchase the Products subject to these Terms and Conditions. The Contract shall be made when the Company acknowledges the order placed by the Customer in Writing and not before.
6. The price of the Products is exclusive of Value Added Tax and shall be the price confirmed in writing by the Company at the time the Company acknowledges the Customer's order, or if no price is so confirmed the Company's quoted price or where no price has been quoted, the price listed in the Company's current price list. The Company reserves the right to amend the price list from time to time. Except as otherwise agreed in Writing at the time of placing the orders for the Products, all prices quoted are exclusive of delivery in accordance with Condition 14.
7. Unless otherwise stipulated by the Company in Writing the Customer's credit facility shall be as stated in the Business Registration Form.
8. Unless otherwise stipulated by the Company in Writing cheques will be accepted in payment for Products up to the maximum value referred to in the Business Registration Form.
9. Where the Customer has provided bank or credit card details to the Company as security, the Customer agrees that any outstanding money due to the Company can be collected by the Company from the bank or credit card specified by the Customer.
10. The Company shall be entitled to invoice the Customer for the price of the Products, any applicable delivery costs and Value Added Tax at any time after despatch of the Products or any instalment thereof. Unless otherwise stipulated by the Company in Writing the Customer shall pay each invoice without any set-off or other deduction in accordance with the payment terms stated in the Business Registration Form. The time for payment of the Company's invoices shall be of the essence to the Contract.
11. If the Customer fails to pay any invoice by the date when payment becomes due or exceeds the maximum outstanding credit facility, all invoices issued by the Company in respect of any other contract which may exist between the parties shall immediately fall due for payment and any credit facility available to the Customer will immediately be withdrawn. Without prejudice to any right or remedy the Company may have, the Company shall also be entitled to:
 - 11.1 cancel any order placed or suspend delivery of Products to the Customer; and



- 11.2 charge the Customer interest on overdue invoices (both before and after any judgment) on the amount unpaid from the date when payment became due until the date of payment at the rate from time to time applicable under the Late Payment of Commercial Debts (Interest) Act 1998, which shall also determine the method of calculation of any interest;
- 11.3 charge the Customer a surcharge on any sum, which is overdue or in excess of the agreed credit facility and which is paid to the Company by credit card or debit card as follows:
 - 11.3.1 1.5% of any sum paid by credit card unless Condition 11.3.2 applies;
 - 11.3.2 3.5% of any sum paid by AMEX card; and
 - 11.3.3 £2.50 for each transaction made by debit card;
- 11.4 to recover from the Customer, all costs incurred by the Company in recouping the unpaid sums against which costs the Customer shall indemnify the Company and keep the Company indemnified.
- 12. The Products shall remain the sole and absolute property of the Company as legal and beneficial owner until the Company has received payment in cash or cleared funds in full for the Products and all other sums payable by the Customer to the Company for which payment is then due. Until title has passed to the Customer, the Customer shall hold the Products as fiduciary bailee for the Company, and shall be required to store them separately and keep them identifiable as the property of the Company. Until such time as the title in the Products passes to the Customer (and provided that the Products have not been resold) the Company shall be entitled to require the Customer to deliver up the Products to the Company and if the Customer fails to do so, to enter upon the premises of the Customer and repossess the Products. Notwithstanding the above, the Customer shall be entitled to dispose of the Products supplied under these Conditions in the normal course of its business as agent for the Company and shall pass good title in the Company.
- 13. The Customer shall confirm on the Business Registration Form or otherwise in Writing whether delivery of the Products is required. Where the Company is responsible for delivery all individuals at the delivery address specified on the Business Registration Form or otherwise agreed by the parties in Writing ("Delivery Address"), shall be deemed to have authority to sign for and accept delivery of the Products.
- 14. Products shall be delivered when they are:
 - 14.1 collected from the Company's registered office;
 - 14.2 delivered to the Delivery Address; or
 - 14.3 as otherwise agreed between the parties in Writing
- 15. Unless otherwise notified by the Company in Writing, every effort will be made to arrange for delivery to Delivery Addresses in mainland United Kingdom within 24 hours of the order being placed by the Customer, or 3-5 Working Days for delivery to Delivery Addresses outside mainland United Kingdom. The Company shall, however, be under no liability for any loss occasioned by delay in completing any contract or loss arising from delay in transit and the time for delivery shall not be of the essence of the Contract.
- 16. If the Customer fails to take delivery of the Products (otherwise than by reason of the Company's fault) or fails to give the Company adequate instructions for delivery then the Customer shall be charged for the wasted delivery costs incurred by the Company. Any Products returned to the Company shall remain at the risk of the Customer until delivered at the premises of the Company.
- 17. The risk for loss or damage to the Products shall pass to the Customer at the time of delivery save where:
 - 17.1 the Customer fails to take delivery, risk shall pass to the Customer at the time when the Company has tendered the Products; or
 - 17.2 the Company is not responsible for delivery of the Products risk shall pass to the Customer at the point when the Customer or a representative of the Customer collects the Products from the Company's registered office; or
 - 17.3 the Company notifies the Customer otherwise in Writing.
- 18. Orders placed and accepted by the Company cannot be cancelled unless the Company consents to the cancellation or variation in Writing. Where the Company accepts the cancellation of an order an administration fee of 20% of the value of the order will be charged to the Customer.
- 19. In the event that a Customer is not satisfied with any Product delivered, the Customer will be able to obtain a refund of the price of Products, providing that:
 - 19.1 the Customer notifies the Company [in Writing] within 3 days of delivery that it is unsatisfied with the Products;
 - 19.2 the Products are returned at the Customer's cost to the Company within 14 days of delivery to the Customer; and
 - 19.3 the Products are returned to the Company in the same state and condition in which they were delivered to the Customer. Returns made later than 14 days from delivery [or in respect of which the provisions of Condition 19.1 or 19.2 have not been complied with] will be accepted by the Company only in the event that the Products are faulty, whereupon a replacement will be provided to the Customer and the Company will refund to the Customer the costs incurred in returning the Product.
- 20. The Customer shall be responsible for the cost incurred in returning all Products delivered outside of mainline United Kingdom, unless the Products are:
 - 20.1 faulty; and
 - 20.2 returned within 14 days of delivery.
- 21. Any Claim for a refund under Condition 19 in respect of any Products shall not entitle the Customer to withhold or delay payment in respect of any other Products in respect of which no such claim for a refund has been made whether or not those Products form part of the same consignment.
- 22. Where a particular item is not available the Company reserves the right to supply the Customer with a similar compatible item of equivalent specification. Where Products are supplied for export from the United Kingdom the Customer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties thereon and shall indemnify and keep the Company indemnified against all costs, liabilities or obligations which may be imposed on it by reason of the Customer's failure to comply with these obligations.
- 23. The Company's employees are not authorised to make representations concerning the Products. In entering into any contract with the Company, the Customer acknowledges that it does not rely on and waives any claim for breach of any such representation, which is not confirmed in Writing by the Company.
- 24. Subject to the foregoing all conditions, warranties and representations express or implied by statute, common law or otherwise in relation to the Products are hereby excluded to the fullest extent possible by law.
- 25. The Company shall be under no liability to the Customer for any loss damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising.
- 26. The Company shall not be liable to the Customer for defects in the Products caused by any act, neglect or default on the Customer's part or on the part of any third party.
- 27. The Company's aggregate liability to the Customer whether for negligence, breach of contract or misrepresentation or otherwise shall be limited to the cost of the defective or damaged or undelivered Products, determined by the net price invoiced to the Customer on the occasion of the relevant delivery.
- 28. Notwithstanding the foregoing, nothing in these Terms and Conditions excludes or limits the liability of the Company for any fraudulent representation or death or personal injury caused by the Company's negligence.
- 29. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 30. These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
- 31. Where payment is by an agreed credit account or cheque on delivery the Customer agrees that the Company is a Secured Creditor.

IWE, ACCEPT AND AGREE Elite Mobile Ltd Terms and Conditions

Print Name

Signed

Dated

On behalf of

[Company Name]

For Internal Use Only

Account Number

Credit Limit

Cheques Accepted up to

Elite Account Manager

Authorised By

Signed

Dated

Name (Block Capitals)

Payment Terms:

Credit Card

T/T

Direct Debit

7 DAYS

14 DAYS

30 DAYS

Type of Business:

Retail 1

Dealer 2

Export 3

EEC 4

Authorisation Date: