

Trade Application

Company Details

Name:

Reg No:

VAT No:

Time in business: Years Months

Address:

City:

County:

Postcode:

Email:

Phone:

Mobile:

Main Contact

Name:

Position:

Email:

Phone:

Second Contact

Name:

Position:

Email:

Phone:

Accounts Details

Contact:

Email:

Phone:

- use main detail

Goods Delivery Address

Contact:

Address:

City:

County:

Postcode:

Email:

Phone:

- use main detail

FOR Sole traders & Partnerships

Home Address 1

Address:

City:

County:

Postcode:

Years at Address: Years Months

Home Address 2

Address:

City:

County:

Postcode:

Years at Address: Years Months

Payment

Payment can be made by debit/credit card at time of order or via Bank Transfer to:

Car Electronics Ltd.
 Natwest
 60-13-39
 Acc No. 83514511

Business Areas

Please mark all relevant business areas for your company

- Distributor
- Retailer
- E-tailer
- Telematics
- Caravan/Motorhome/Leisure
- Marine
- Motorbike

Agreement

I authorise Car Electronics Ltd to hold my card details and take payment for goods at the time of collection or shipping date of my order.
 I have read, understood and accept all items explained in the Standard Sales terms and conditions.
 I have read, understood and accept all items explained in the Dealer Net terms and conditions.
 I agree for Car Electronics Ltd to contact me with relevant offers & information by email & post.
 I have understood and accept CreditCard payments will be subject to a 2% surcharge.

Signature:

Print:

Date:

Standard Sales Terms & Conditions

1 DEFINITIONS

- 1.1 In these conditions
- A) "Company" means CAR ELECTRONICS LTD (registered in England & Wales under no. 787857)
 - B) "Customer" means the person accepting the Companies quotation for the sale of Goods or whose order for Goods is accepted by the Company.
 - C) "Contract" means the agreement for the purchase and sale of Goods.
 - D) "Goods" means any goods forming the subject of this contract including parts and components of or materials incorporated in them.
 - E) "Conditions" means the standard terms and conditions of sale set out in this document, including any special terms and condition agreed in writing between the Company and the Customer.
 - F) "Writing" includes telex, cable, Fax, e-mail and comparable means of communications.
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 BASIS OF SALE

- 2.1 No variation to these Conditions shall be binding unless in Writing between the authorised representatives of the Customer and the Company.
- 2.2 Any advice or recommendation given by the Company (or its employees or agent) to the Customer (or its employees or agent) as to the storage, application or use of the Goods which is not confirmed in Writing by the Company is following or acted upon entirely at the Customer's own risk. The Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.3 Any typographical, clerical or other error or omission in any sale literature, quotation or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company and shall not in any way affect the enforceability of the Contract.

3 QUOTATION & ORDERS

- 3.1 Quotation by the Company unless otherwise stated in them shall be open for acceptance within 30 days of the date of quotation.
- 3.2 Any Goods specifically ordered and which is not a normal stock line cannot be cancelled once ordered and may not be accepted back once delivered.
- 3.3 The Company reserves the right to refuse to accept an order or delivery goods pursuant to orders previously accepted at any time in particular, but without limitation, if an account is in arrears or if the price of the Goods ordered will result in the customer's credit limit being exceeded.
- 3.4 Export terms the Customer shall be responsible for complying with any legislation or regulations governing the export of the Goods and/or the importation of the Goods into the Country of destination and for the payment of any duties thereon.

4 PRICES OF THE GOODS

- 4.1 Prices are ex-works and exclude freight insurance delivery charges VAT and other taxes or duties. Prices invoiced are calculated in respect of which any quotation was issued.
- 4.2 The Company shall have the right to adjust its prices for any increase in the prices of material parts labour transport changes in work or delivery schedules or quantities or any other costs of any kind arising for any reasons after the date of the Contract.

5 TERMS OF PAYMENT

- 5.1 All invoices are payable without discount (subject to any special terms agreed in Writing between the Company and the Customer) of any kind in pounds sterling on or before your agreed payment terms at the Company's premises stated on the invoice and in no circumstances shall the Customer be entitled to any deduction or withhold payment for any reason at all.
- 5.1.1 All payments made by CreditCard will incur a 2% surcharge.
- 5.2 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- A) Cancel the contract or suspend any further deliveries to the Customer
 - B) Appropriate any payment made by the buyer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer) and
 - C) Charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 5 per cent per annum above the National Westminster Bank PLC base rate and reimburse to the Company all costs and expenses (including legal costs) incurred in collection of any overdue amount.

6 RISK and PROPERTY

- 6.1 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Company has received in case or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Customer for which payment is then due.
- 6.2 Until such time as title to the Product passes to the Customer the Customer shall:-
- A) Hold the products as the Company fiduciary agent and bailee; and
 - B) Keep the products separate to those of the Customer and third parties; and
 - C) Keep the Products properly stored protected and insured, and identified as Company property; and
 - D) accept that product may be labelled as being Company property until Company is paid.
- 6.3 Before title is passed to the Customer under the terms "6.1" and without prejudice to any of its other rights the Company shall have the right to recover and resell the Goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose.
- 6.4 Risk of damage or loss of the Goods shall pass to the Customer:
- A) in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection or
 - B) in the case of Goods to be delivered otherwise that at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.

7 INSOLVENCY of BUYER

- 7.1 This clause applies if:
- A) The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a limited liability company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or
 - B) An encumbrancer takes possession, or a receiver is appointed, of any of the proper assets of the Customer: or
 - C) The Customer ceases, or threatens to cease, to carry on business: or
 - D) The Company reasonably apprehends that any events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly
- 7.2 If this clause applies, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the invoice shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

Standard Sales Terms & Conditions

8 DELIVERY

- 8.1 Goods delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or any carrier (who shall be the Customer's agent whoever pays his charges) at the Company's premises or other delivery point agreed by the Company.
- 8.2 The Company may at its discretion deliver the Goods by instalments in any sequences.
- 8.2.1 Where the Goods are delivered by instalments each instalment shall be deemed to be subject to a separate Contract and no default or failure by the Company in respect of any one or more instalments shall vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.
- 8.3 The Company may deliver to the Customer and the Customer shall accept in satisfaction of the Contract in a lesser number than the number of Goods ordered.
- 8.4 Any date quoted by the Company for the delivery of the Goods are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of the Company on regard has been paid to any quoted delivery dates.
- 8.5 If the Customer fails to take delivery of the Goods or any part of them on the due date and fails to provide any instructions documents licenses consents or authorisations required to enable the Goods to be delivered on the due date the Company shall be entitled upon giving notice to the Customer to store or arrange for the storage of the Goods and then risk in the Goods shall pass to the Customer delivery shall be deemed to have taken place and the Customer shall pay to the Company all costs and expenses including storage and insurance charges arising from its failure.
- 8.6 The Company shall not be liable for any penalty loss injury damage or expense arising from and delay or failure in delivery of performance from any cause at all nor shall any such delay or failure entitle the Customer to refuse to accept and delivery or performance or repudiate the Contract.

9 CLAIMS NOTIFICATION

- 9.1 Any claims for non-delivery of any Goods shall be notified in writing to the Company within ten days of the Company's invoice.
- 9.2 Any claim that any Goods have been delivered damaged or not of the correct quantity or do not comply with their description shall be notified by the Customer to the Company within seven days of their delivery.
- 9.3 Any alleged defect shall be notified by the Customer to the Company within seven working days of the delivery of the Goods and in any event for the Goods not of the Company's manufacture within the warranty period given by the manufacture. Any claim under this condition must be in writing and must contain full details of the claim including the part numbers of any allegedly defective Goods.
- 9.4 The Company shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition and the Customer shall if so requested in writing by the Company promptly return any Goods the subject of any claim and packaged securely and carriage paid to the Company for examination.
- 9.5 The Company shall have no liability with regards to any claim in respect of which the Customer has not complied with the provisions of this condition.

10 WARRANTY

- 10.1 The Company do not supply goods on a sale or return basis so returns will only be accepted in respect of damaged, faulty or incorrectly supplied items. Faulty goods returned within 1 month of purchase will be replaced with equivalent items. Goods returned as faulty but found to be working properly will be repackaged and returned to the customer, all packaging and shipping costs incurred will be charged to the Customer. Damaged goods will be replaced on identification of being damaged in transit and notified within 48 hours of receipt of goods. In cases where the goods supplied are different to those ordered the normal RET process should still be followed. All returns must be pre-notified to obtain a valid RET number. Returns outside the RET process will not be accepted. Any customer who agrees to refund or replace an item without it first being examined by the Company does so at their own risk.
- 10.2 Unless otherwise stated, goods shall be covered by the manufacturer's standard warranty terms and provisions. This warranty will be for no less than 12 months from delivery. Should products become defective within 1 month of purchase the company will replace them via the RET (goods return note) process. Defective items identified after 1 month from purchase will be subject to the manufacturer's warranty claim process and goods should not be returned to Car Electronics Ltd unless specifically requested. All warranties will be invalidated if item adjusted or modified, if damaged is caused by incorrect installation, use of excessive force or general wear and tear.

11 LIABILITY

- 11.1 Car Electronics Ltd will not be held responsible or liable for any damage or injury to persons or property caused by the misuse of any products distributed by themselves or via their sub distributors. All items are installed at the customers own risk.

12 GENERAL

- 12.1 The Company may subcontract the performance of the Contract in whole or in part.
- 12.2 The Contract is between the Company and the Customer as principals and shall not be assignable by the Customer without the express written consent of the Company.
- 12.3 The Company shall have a claim on all the Customers property in the Company's possession for all sums due at any time from the Customer and shall be entitled to use sell or dispose of that property as agent for and at the expense of the Customer and apply proceeds in and towards the payment of such sums on twenty-eight day's notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment of sums due to the Company and the costs of sale or disposal the Company shall be discharged of any liability in respect of the Customer's property.
- 12.4 The Contract and its subject matter are confidential and shall not be disclosed or used for any unauthorised purpose.
- 12.5 Account and personal information will not be shared with any manufacturer or organisation to conform with data & policy acts of the United Kingdom.

13 LAW

- 13.1 The Contract shall be governed by English law.

For Office Use Only

Dealer Net Terms & Conditions

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