

## CREDIT ACCOUNT APPLICATION

Credit Required £	
Person Applying:	Position:
Company Name:	
Telephone No.	
Fax No.	VAT Registration No.
Address:	
Post Code:	

### NATURE OF BUSINESS

<b>BUSINESS STATUS:</b>	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>	Plc <input type="checkbox"/>						
<b>Limited Co</b>	Co Reg No.	Date Formed:							
<b>If sole trader or partnership, Please provide full names And date of birth of all Partners. <i>This is required under the Data Protection Act 1998 (Effective October 2001)</i></b>	<b>Miss/Mrs/Ms/Mr:</b>	<b>Surname:</b>	<b>Forename:</b>	<b>Date of Birth:</b>					
<b>Contacts:</b>	Miss/Mrs/Ms/Mr:	Surname:	Forename:						
Accounts payable									
Person/s authorised To use account									
Invoicing Details (if different from above)	Do you issue order numbers? If yes are they in a standard format? If so could you please supply an example		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>per contract</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>per booking</td> <td>Yes</td> <td>No</td> </tr> </table>	per contract	Yes	No	per booking	Yes	No
per contract	Yes	No							
per booking	Yes	No							
Email address or Fax number to issue statements to:									

### TRADE REFERENCES (2 current trading references)

Company:	Contact:
Address:	
Post Code:	
Email:	Fax:

Company:	Contact:
Address:	
Post Code:	
Email:	Fax:

## Terms and Conditions

Definitions In this agreement, unless the context requires otherwise, the following terms shall have the following meanings:

"Supplier" shall mean Smart AV Distribution, trading as Smart AV Distribution. "Goods" means the goods or services supplied by Smart AV Distribution trading as Smart AV Distribution. "Customer" means the person or company who purchases or agrees to purchase goods or services from Smart AV Distribution trading as Smart AV Distribution.

General These terms and conditions of sale apply to all goods supplied by the Supplier. No contract exists between the Customer and the Supplier for the sale of any goods or services until the Supplier has received and accepted the Customer's order and the Supplier has received payment in full (in cleared funds). Once the Supplier does so, there is a binding legal contract between Supplier and Customer. An acknowledgement of the Customer's order will be sent to via e-mail or post but acceptance of Customer's offer to buy the Goods will not take place until after Customer payment is taken and Customer receives confirmation of payment. It is at this point that a binding legal contract is created, and any contract is subject to these Terms and Conditions

The Supplier may change these terms and conditions of sale without notice in relation to future sales. The contract is subject to Customer's right of cancellation. The Supplier reserves the right the decline any order for any reason.

Description of the Goods The description and price of the goods will be as shown on the Supplier's website and will be subject to confirmation following completion of Customer enquiry prior to order. The goods are subject to availability. On receipt of an enquiry from Customer, the Supplier will contact to discuss the enquiry and inform on the availability of Goods.

Prices Every effort is made to ensure that prices shown on the Supplier's website are accurate. Prices are subject to confirmation following completion of customer enquiry and prior to order. If an error is found in the enquiry, the Supplier will inform the Customer as soon as possible. Prices quoted are inclusive of VAT. Smart AV Distribution endeavours to deliver without charge. Delivery charges will be confirmed upon order.

Payment The Supplier accepts Visa, MasterCard, Switch, Maestro, & Delta cards as well as cheque, bank transfer. Smart AV Distribution do not charge for any item until it is ready to ship. From time to time the Supplier may back-order items that are not in stock. Back ordered items will not be charged until they are shipped. Payment shall be due before the delivery date. No delivery will occur until cleared funds are received.

When confirmation of Customer enquiry is received by the Customer, this is to indicate that we have received the enquiry. It does not indicate that a contract exists between us. We will contact the Customer after receipt of enquiry. Only upon subsequent order via telephone, fax, or in person will we indicate acceptance of the Customer order.

Shipping And Handling Smart AV Distribution endeavours to deliver all orders without charge. Delivery charges may be made for small orders, excessively heavy consignments, or non-UK mainland addresses. Any charges will be confirmed by the Supplier prior to order

Delivery Schedule Orders placed before 3:00 pm on a working day (Monday to Friday excluding public holidays) will be processed that day and will be delivered as per the requested delivery option provided no additional security checks are required and all items are in stock.

Next day delivery is a next working day delivery. Saturday delivery can be arranged at an additional fee.

The goods ordered by the Customer will be delivered to the delivery/shipping address given at the time of order. If delivery cannot be made to the Customer's delivery/shipping address for reasons under the Supplier's control, the Supplier will inform the Customer as soon as possible and refund or re-credit Customer for any sum that has been paid by or debited from Customer's account for delivery.

If Customer fails to take delivery because Customer has cancelled his contract under the Distance Selling Regulations 2000, the Supplier shall refund or re-credit the Customer within 30 days any sum that has been paid by Customer or debited from Customer credit card for the goods less any expenses incurred for failed delivery

Every effort will be made to deliver the goods as soon as possible after Customer order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by Customer through reasonable or unavoidable delays in delivery.

Risk/Title The goods are at Customer's risk from the time of delivery. Ownership of the goods shall not pass from the Supplier to the Customer until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of the goods, and all other sums which are or which become due to the Supplier from the Customer on any account. The Supplier shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Supplier. Back Orders If the Customer's ordered item is not in stock, the Supplier will back order it. the Customer will be emailed with the option to cancel the order if the Customer prefers not to wait for the back ordered items.

Tax Charges VAT at 20% is included in all orders that are shipped within the EU. If we are invoicing and shipping to a business address with a valid VAT number, then we may be able to ship exclusive of VAT. In these circumstances, VAT numbers must be specified, and they will be checked before goods are dispatched.

Credit Card Security the Supplier reserves the right to make any security checks it deems appropriate to verify the details of the Customer prior to dispatch of any Goods. If, for any reason, the Supplier is not satisfied with the outcome of security checking procedures, the Customer order will be cancelled.

Guarantee All goods supplied by the Supplier are warranted free from defects for 12 months from the date of supply (unless otherwise stated). This warranty does not affect the Customer's statutory rights as a consumer. See Returns Policy below for detail on specific terms.

This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.

If the goods supplied to the Customer are damaged on delivery, the Customer should notify the Supplier in writing via the email address or fax number shown below within 48 hours

If the goods supplied to the Customer develop a defect while under warranty or you have any other complaint about the goods, the Customer should notify the Supplier in writing via the email address or fax number shown below, as soon as possible, but in any event within 7 days of the date the Customer discovered or ought to have discovered the damage, defect or complaint.

Limitation of Liability: The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the goods

Customer's right to cancellation The Customer has the right to cancel the contract at any time up to the end of 7 working days after receipt of goods. To exercise Customer's right of cancellation, the Customer must give written notice to the Supplier by letter or via email, giving details of the goods ordered and any order reference. Notification by phone is not sufficient.

If the Customer exercises right of cancellation after the goods have been delivered, the Customer will be responsible for returning the goods to the Supplier at Customer's own cost. The goods must be returned to the address above or the address given on the Returns RMA form. The Customer must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

Once the Customer has notified the Supplier of cancellation of the contract, the Supplier will refund or re-credit the Customer within 20 days from receipt of the returned goods for any sum that has been paid by the Customer or debited from the Customer's credit card for the goods.

If the Customer does not return the goods as required, the Supplier may charge the Customer a sum not exceeding the direct costs of recovering the goods.

The Supplier may charge a restocking fee for items returned that are not in a suitable condition.

Supplier's right to cancellation If for reasons beyond our reasonable control, including but not limited to an inability or failure on the part of the manufacturers or suppliers of the goods to supply the goods to us, the Supplier is unable to supply the goods to the Customer, the Supplier may cancel the agreement at any time before the goods are delivered by giving notice to the Customer. The Supplier shall promptly repay to the Customer any sums paid by the Customer or on the Customer's behalf under or in relation the agreement. The Supplier shall not be liable for any other loss or damage whatever arising from such cancellation.

Reaching Us If you need to reach us, please email us using the link on the store page, alternatively, you can call on 01992 445 122 or write to us at Unit 16 Hoddesdon Industrial Centre Pindar Road Hoddesdon EN11 0DD. Smart AV Distribution do not disclose Customer's information to third parties other than when order details are processed as part of the order fulfilment. In this case, the third party will not disclose any of the details to any other third party.

Cookies are used on this shopping site to keep track of the contents of the Customer's enquiry, to store delivery addresses if the address book is used and to store Customer's details if the 'Remember Me' Option is selected. They are also used after logon as part of that process. Cookies can be turned off within the browser by selecting 'Tools | Internet Options | Privacy' and selecting to block cookies. If cookies are turned off, it will not be possible to make an online enquiry or benefit from the other features that use cookies.

Data collected by this site is used to:

- Take and fulfil enquiries
- Administer and enhance the site and service Issue a unique identifier (e.g. customer login)
- Monitor customer account status beyond that required for individual enquiries.
- Only disclose information to third-parties for goods delivery purposes
- Data collected by this site is used to:
- Take and fulfil customer orders
- Administer and enhance the site and service
- Issue a unique identifier (e.g., customer login)
- Monitor customer account status beyond that required for individual purchases
- Only disclose information to third parties for goods delivery purposes

Returns Policy Smart AV Distribution returns policy is in accordance with the Consumer Protection (Distance Selling) Regulations 2000. If you have any specific queries regarding our returns policy, please email us.

Products purchased directly from Smart AV Distribution may be returned under three different circumstances:

Warranty - Within 1 year of the date of original shipment for a defect; or Within 30 days of the date of original shipment for any reason. Within 7 days of the original shipment for any reason (all other products)

The following information governs all returns for refund:

Goods returned must be received in as new condition with all software and product seals intact.

All products must be returned in the original packaging with all contents (cables, CD's promotional gifts etc.) included.

Please note that failure to return all items included with your product or returning the product without the manufacturer packaging may result in the product(s) being shipped back to you at your own expense.

All returns must be authorised, and an RMA (Returns Merchandise Authorisation) Form included with the returned product.

To obtain an RMA call Freephone: 01992 445 122 or email us.

Carriage costs for dispatch and returning the Goods are the responsibility of the Customer.

The Goods remain the Customer's responsibility during transit and until signed for by the Supplier.

All goods must be returned within 10 days from the RMA date of issue after which the return product will be refused.

If, upon receipt, the returned Goods fail to meet the above conditions then the Supplier may refuse to accept the Goods. Once the return is received and verified to meet all the above conditions, please allow 10-15 business days from the date of receipt for the issuance of a refund. Credit will be issued to the payment method or credit card used for the original purchase only. Smart AV Distribution will not refund original or return shipping costs or duties.

Faulty Products within 30 days If the Customer believes that goods have been delivered faulty or damaged, or a fault appears in the first 30 days after delivery the Customer will, in the first instance, contact Smart AV Distribution technical support for assistance in determining the nature of the problem. If the problem cannot be resolved by telephone or email the item can be returned for testing providing the following conditions are met:

- All returned Goods must be authorised, and an RMA Returns Form included with the returned product
- Goods should be returned complete (including all packaging, cables, manuals, CD's etc. for that product).
- Return shipping costs are the Customer's responsibility unless the item tests faulty as described, in which case, the Supplier will refund Customer's shipping costs to a maximum of GBP9.50.
- The goods are the Customer's responsibility until signed for by us.
- The Supplier will endeavour to replace faulty goods in advance of their return. In this instance the Customer agrees to make payment for the replacement goods pending return. The payment will be refunded in full upon return of the faulty goods.

If the goods are found to be faulty:

- The Supplier will send the Customer a replacement unit or offer a refund.
- The Supplier will refund the Customer return shipping costs (GBP9.50 maximum)

If the items are found to be not faulty or miss-described.

- The Supplier will provide the Customer with a test report.
- The Customer will be responsible for any collection or return delivery charges incurred.

Faulty Products after 30 days

If the goods develop a fault after 30 days from delivery, the Supplier reserves the right to return the product to the manufacturer for return or replacement. The Customer will, in the first instance, contact Smart AV Distribution technical support for assistance in determining the nature of the problem.

In cases where Smart AV Distribution offers to dispatch a replacement product in advance of receiving the defective unit back, we reserve the right to charge your card the full amount of the value of the item if the defective item is not returned to us promptly and in any case within 7 elapsed days. In such an event, we will refund the charged amount upon receipt of the returned goods.

Remittance Terms Payment is required in advance of shipment. Payment will not be processed until goods are ready for dispatch. The Supplier requests Customer's contact telephone number in the event of query.

Credit terms are strictly 30 days and should payment terms not be met legal proceedings will be undertaken.

For BACS Payments our bank details are Sort Code: 60-05-19 Account No: 19624557

<u>PRINT NAME</u>	<u>SIGANTURE</u>	<u>DATE</u>
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