

**Credit Account Application Form**

To qualify for the prices shown overleaf, please complete this form and post or fax it back to us.  
30 Day Credit Accounts are available to companies that have been trading for a minimum of 1 year.

**TRADING NAME:**

**ADDRESS:**

**POSTCODE:**

**PURCHASING CONTACT:**

**COMPANY REGISTRATION NUMBER:**

**VAT REGISTRATION NUMBER:**

**CONTACT NAME:**

**TELEPHONE NUMBER:**

**FAX NUMBER:**

**EMAIL ADDRESS:**

**BANK DETAILS:**

**ACCOUNT NUMBER:**

**SORT CODE:**

**ADDRESS TO WHICH MONTHLY STATEMENT TO BE SENT (IF DIFFERENT FROM ABOVE):**

**TELEPHONE NO:**

**ACCOUNT CONTACT:**

**NAMES/ADDRESSES OF DIRECTORS/PROPRIETORS:**

**NAME:**

**ADDRESS:**

**POSTCODE:**

**TELEPHONE NUMBER:**

**NAME:**

**ADDRESS:**

**POSTCODE:**

**TELEPHONE NUMBER:**

**NAME:**

**ADDRESS:**

**POSTCODE:**

**TELEPHONE NUMBER:**

**TYPE OF COMPANY (PLEASE TICK AS APPROPRIATE):**

LTD\_\_\_PARTNERSHIP\_\_\_PLC\_\_\_SOLE TRADER\_\_\_

**TYPE OF PREMISES(PLEASE TICK AS APPROPRIATE):**

FREEHOLD\_\_\_LEASEHOLD\_\_\_RENTED\_\_\_

**PARENT COMPANY NAME (IF APPLICABLE):**

**NATURE OF BUSINESS:**

**DATE ESTABLISHED:**

**TURNOVER:**

**NO. OF EMPLOYEES:**

**NO. OF BRANCHES:**

**DO YOU REQUIRE A 30 DAY CREDIT ACCOUNT?**

**WHAT CREDIT LIMIT DO YOU REQUIRE?**

**TRADE REFERENCE:**

**COMPANY NAME:**

**CONTACT:** **TEL:**

**ADDRESS:**

**POSTCODE:**

**I/We agree to your trading terms & conditions and agree that they over-ride our own terms & conditions and those stated in our purchase orders. (To be completed only by Directors/Proprietors)**

<b>SIGNED</b>	<b>SIGNED</b>	<b>SIGNED</b>
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>
<b>NAME</b>	<b>NAME</b>	<b>NAME</b>
<b>POSITION</b>	<b>POSITION</b>	<b>POSITION</b>

**Y3K (Europe) Limited – Terms & Conditions – effective 01/01/04**

**1. General**

- 1.1. These Conditions shall supersede all earlier conditions of Y3K.
- 1.2. These conditions shall take precedence over any conditions of the Customer and shall not be varied without the written consent of a director of Y3K.

**2. Definitions**

- 2.1. "Y3K" means Y3K (Europe) Limited of Unit 2, Valley Point, Beddington Farm Road, Croydon, Surrey. CR0 4WP.
- 2.2. "Customer" means the person, firm or company buying or agreeing to buy goods and services from Y3K.
- 2.3. "Price Paid" means the price paid by the Customer for the Product excluding carriage and any credit surcharge. The Price Paid is stated on the Order Confirmation.
- 2.4. "Order Confirmation" means the acknowledgement of the Customer's order sent to the Customer by Y3K.
- 2.5. "Product" means any products supplied to the Customer by Y3K.

**3. Prices and Ordering**

- 3.1. Unless otherwise stated all prices are exclusive of value added tax, delivery, insurance and installation.
- 3.2. The price payable by the Customer will be the price current at the date of the order.
- 3.3. Reservation of Products does not constitute an order and is not binding on either party.
- 3.4. Orders are accepted by writing, Internet, telephone or fax. Orders are only binding when Y3K accepts payment in full for the order and the customer receives payment confirmation in writing.
- 3.6. Acceptance of your order and the completion of the contract between you and us will take place on dispatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it.
- 3.6. Errors and omissions are excepted. Images are for illustrative purposes only.

**4. Payment**

- 4.1. Payment is due on demand and in any event must be made within 30 days of the invoice date.
- 4.2. Y3K may charge interest on overdue accounts at the rate of 2% per month calculated on a daily basis until actual payment.

**5. Delivery**

- 5.1. Any delivery date stated is only a warranty by Y3K to use reasonable endeavours to effect delivery by that date. No liability will be accepted by Y3K for failure to meet a stated delivery date.
- 5.2. Products supplied by Y3K are delivered at the risk of Y3K. Customers must make a claim for damage or loss of the goods in writing: -
  - 5.2.1. if a Product is damaged, within 72 hours of delivery; and
  - 5.2.2. if a Product has been lost or is short, within 48 hours of delivery.No claim for loss or damage will be allowed if the Customer claims outside the above time limit.
- 5.3. If payment is made by credit or debit card, delivery will be made to the statement address of the cardholder unless otherwise agreed in advance, suitable proof may be required as proof we are acting under the genuine cardholders instructions.

**6. Consumer Rights**

- 6.1. If you are a consumer (a private person buying for their personal use) then you may cancel your purchase at any time within 7 days of receipt and we will give you a refund of the Price Paid. You must inform Y3K in writing and return the Products to us immediately in the same condition you received them, at your own cost and risk.
- 6.2. If a system has been assembled by Y3K to the consumer's specification, or the consumer has assembled or tried to assemble any of the goods, then clause 6.1 does not apply.
- 6.3. If a customer wishes to return Products not covered by clause 6.1 then such Products will be accepted at the discretion of Y3K. The customer must obtain a RMA number from Y3K and quote this when returning the goods. The customer will be credited with the current market price.

**7. Guarantee**

- 7.1. If within 12 months of being delivered a defect in any Product is discovered which is directly due to faulty goods or workmanship, or if a valid claim is made under 5.2 above, then Y3K shall at its option repair or replace the Product free of charge for labour and materials.
- 7.2. A Product covered by a direct warranty from the manufacturer is not covered by this guarantee. The Customer will receive a warranty direct from the manufacturer and should claim under this warranty.
- 7.3. The Customer should return the Product in its original packaging to Y3K at the address above. Prior authorisation must be obtained for any returns by contacting Y3K customer services and obtaining a RMA number, which must be quoted in any correspondence.
- 7.4. If any item is returned which is found not to be faulty by our technicians, then a charge will be made for return carriage insurance and administration.
- 7.5. This clause does not affect your statutory rights.

**8. Limitation of Liability**

- 8.1. Y3K accepts liability for any private property loss or damage, death or personal injury caused directly by the negligence or deliberate misconduct of Y3K or its employees. Except for death or personal injury, this liability shall be limited to the lesser of £250,000 or the Price Paid.
- 8.2. Y3K shall not be liable for any financial consequential indirect or other losses suffered by the Customer or any third party whether such loss arises in contract or tort or in any other way.

**9. Uncontrollable Events and Delays**

- 9.1. In case of delays caused by circumstances beyond the control of Y3K or its suppliers, Y3K shall have the right to either suspend delivery or to cancel the contract without liability.
- 9.2. Examples of Uncontrollable Events are (by way of example and not limited to) strike, lockout, riot, revolution, war, epidemic, working difficulties, transportation difficulties, fire, and failure of suppliers or official regulations.

**10. Customers Obligations**

- 10.1. You are responsible for your own choice of Product and the suitability for any particular purpose. You must ensure that any Products are compatible.
- 10.2. Images are for illustration purposes only.
- 10.3. Specifications are correct as per manufacturer information.
- 10.4. You must provide reasonable courtesy information and co-operation to Y3K.

**11. Title and Risk**

- 11.1. Until full payment has been received by Y3K for all Products whatsoever, supplied at any time by Y3K to the Customer: -
  - 11.1.1. property of the Products shall remain in Y3K;
  - 11.1.2. the Customer shall store the Products in such a way that they can be readily identified as being the property of Y3K, and at all times in accordance with Y3K recommendations;
  - 11.1.3. subject to 11.1.4 and 11.1.5 below the Customer shall be at liberty in its own name (but not on behalf of or in the name of Y3K) to sell the Products in the ordinary course of business, on the basis that any proceeds of sale shall be the property of and be held on trust for Y3K;
  - 11.1.4. Y3K may at any time suspend or revoke the Customers power of sale by notice in writing to the Customer if the Customer is in default for longer than 14 days in payment of any sum whatsoever due to Y3K or if any Bill of Exchange, cheque or other negotiable instrument drawn or accepted or endorsed by the Customer is dishonoured on presentation for payment;
  - 11.1.5. the Customer's power of sale will automatically determine if a Receiver is appointed over any of the assets or the undertaking of the Consumer or a winding up order is made against the Consumer or the Consumer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or causes a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy;
  - 11.1.6. upon revocation of the power of sale under clauses 11.1.4 and 11.1.5 above the Customer shall place the Products at the disposal of Y3K, who shall be entitled to enter upon any premises of the Customer for the purposes of removing the Products from the premises.
  - 11.1.7. The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest of other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

**12. Marketing Emails**

- 12.1 'Marketing Emails' refers to any promotional email communication. The information transmitted in these emails is intended only for the person(s) or entity to which it is addressed and may contain proprietary, confidential and/or privileged material. If you have received an email in error, please contact the sender. Although the emails and any attachments are believed to be free of any virus, it is the responsibility of the recipient to ensure that they are virus free and no responsibility is accepted by the sender for any loss or damage arising in any way from the receipt or use thereof. Errors and omissions are excepted. Images are used for illustrative purposes only. Prices valid for the indicated time period only. Offer pricing only available on the online store. Retail prices apply through the Trade Counter and Telephone Sales.

**13. Miscellaneous**

- 13.1. If any part of these Terms and Conditions are found to be invalid or unenforceable by a court the rest are unaffected.