



PCICASE UK Ltd.

Unit 14 Avant Business Centre, Third Avenue, Denbigh West Industrial Estate, Milton Keynes, Buckinghamshire, MK1 1DR
 Tel.: 0870-3003388 Internet: <http://www.pcicase.co.uk>
 Fax: 0870-3001122 Email: pcisales@pcicase.co.uk

CUSTOMER ACCOUNT APPLICATION FORM

| | | | |
|------------------|---------|--|------------|
| COMPANY NAME: | | | |
| | Tel No: | | Fax No: |
| | Email: | | Web Site: |
| ADDRESS: | | | |
| | | | P/ Code: |
| | | | Yr Estmte: |
| ANNUAL TURNOVER: | | | |
| CONTACT NAME: | | | |
| | Tel No: | | Email: |
| ACCOUNTS - | | | |
| CONTACT NAME: | Tel No: | | Email: |

| | | | |
|------------------|--|----------|--|
| REGISTRATION No: | | VAT No.: | |
|------------------|--|----------|--|

| | | | |
|-----------------|--|---------|--|
| BANK NAME: | | | |
| HOLDING BRANCH: | | | |
| ACCOUNT No.: | | S/CODE: | |

| | | | |
|----------------|---------|--|--|
| AUTHORISED | SIGNED: | | |
| SIGNATURES: ** | PRINT: | | |

| TRADE REFERENCE - 1: | | TRADE REFERENCE - 2: | |
|----------------------|--|----------------------|--|
| Co. NAME: | | Co. NAME: | |
| ADDRESS: | | ADDRESS: | |
| | | | |
| | | | |
| TEL: | | TEL: | |
| FAX: | | FAX: | |
| CONTACT: | | CONTACT: | |

| | |
|------------------------|--|
| CREDIT LIMIT REQUIRED: | |
|------------------------|--|

**** By signing you are agreeing to have read and understood our standard Terms and Conditions.**

| FOR OFFICE USE ONLY | | | |
|---------------------|--|--------------|--|
| SALESPERSON: | | APPROVED BY: | |
| PRINT: | | PRINT: | |

Bank: Barclays Bank Plc, 497 Silbury Boulevard, Milton Keynes, MK9 2LD
 A/C Nos: Pound 83202895 Euro 82737822 US \$ 73457488
 Sortcode: 20 57 40
 PCICASE UK Ltd. V.A.T.no: GB 935 1943 12
 Registered in England Reg # 6112874
 Registered Address: Unit 14 Avant Business Centre, Third Avenue, Denbigh West Industrial Estate, Milton Keynes, MK1 1DR



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TERMS AND CONDITIONS

1. Definitions

- 1.1 'Customer' means the third party identified as the customer in this agreement to which PCI may agree to supply with these terms and conditions.
- 1.2 'PCI' means PCICASE UK LTD of Unit 14 Avant Business Centre, Third Avenue, Denbigh West Industrial Estate, Milton Keynes, MK1 1DR.
- 1.3 'Products' means goods including but not limited to computer cases, server cases and industrial cases to be provided by PCI to the customer in accordance with these terms and conditions.

2. Order Acceptance

- 2.1 All orders placed with PCI by the Customer for Products shall constitute an offer to PCI, under these terms and conditions, subject to availability of the Products and to the acceptance of the order by PCI authorised representative.
- 2.2 All orders are accepted and products supplied to these express terms and conditions only. No amendment of these terms and conditions will be valid unless confirmed in writing on or after the date hereof by PCI's authorised representative.
- 2.3 It is agreed that these terms and conditions prevail over the customer's terms and conditions of purchase unless these latter terms and conditions are amended by PCI in writing and signed by PCI.

3. Independent Contractor

The relationship between the Supplier and the Customer is that of independent contractor. Neither party is the agent of the other, and neither party has any authority to make any contract or make any obligation expressly or impliedly in the name of the other party without that party's prior written consent for express purposes connected to the performance of this Agreement.

4. Despatch

- 4.1 Any time quoted for despatch is to be treated as an estimate only, but despatch may be postponed because of conditions beyond PCI's reasonable control, and in no event shall PCI be liable for any damage or penalty for delay in despatch or delivery.
- 4.2 Risk shall pass to the Customer at the time the Products are despatched by PCI. PCI accepts no liability for loss or damage caused by the carrier.
- 4.3 If Products have not been received, the Customer must notify PCI within 7 days of the date of the invoice. If proof of delivery is required this must be requested within 14 days of the date of the invoice.

5. Cancellation and Rescheduling

Subject to clause 8.2, any request by the Customer for cancellation of any order or for rescheduling of deliveries by PCI if made at least 12 hours before despatch of the Products, and shall be subject to acceptance by PCI at PCI's sole discretion and subject to a reasonable administration charge therefore by PCI. The Customer hereby agrees to indemnify PCI against all loss, costs (including the cost of labour and material used and overheads incurred), damages, charges and expenses arising out of the order and it's cancellation or rescheduling.

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6. Prices

- 6.1 Catalogues, price lists and other advertising literature or materials used by PCI are intended only as an indication as to price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding on PCI.
- 6.2 All prices are given by PCI at the time of the order on an ex-works basis and the Customer is liable to pay for transport, packing and insurance.
- 6.3 All quoted or listed prices are based on the cost to PCI of supplying the Products to the Customer. If before delivery of the Products there occurs any increase in any way of such costs in respect of Products that have not yet been delivered the price payable may be subject to amendment without notice at PCI's discretion.
- 6.4 The price of the Goods shall be PCI's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in PCI's published price list current at the date of acceptance of order. All prices quoted are valid for a period of 30 days only or until earlier acceptance by the Customer, after which time PCI reserves the right to alter the price without prior notice to the Customer.
- 6.5 All prices are exclusive of value added taxes and any similar taxes. All such taxes are payable by the Customer and will be applied in accordance with UK legislation in force at the tax point date.

7. Payment Terms

- 7.1 Invoices will be raised and dated by PCI at the date of despatch of the Products. Unless otherwise especially negotiated and agreed. If the Customer has a credit account, the invoices will be paid within the specified time, either: 7 days, 14 days or 30 days, as negotiated and agreed in advance with PCI. Otherwise payment will be payable immediately. Payments which are not received when payable will be considered overdue and remain payable by the customer together with interest for late payment from the date payable at the rate of 4% per annum above the base rate for the time being of the Barclays Bank Plc. Such interest shall accrue on daily basis and be payable on demand after as well as before judgement.
- 7.2 PCI reserve the right to cease supplies of the Products to the Customer at any time. On such cessation of supplies, PCI reserve the right to withdraw any credit facility such that the whole of the Customer's account becomes due for payment forthwith.

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8. Title to goods

- 8.1 Notwithstanding despatch and the passing of risk in the Products to the Customer pursuant to clause 4, or any other provision of these conditions, the property in the Products shall not pass to the Customer until PCI has received in cash or cleared funds payment of the price of the Products and all of the Products agreed to be sold by PCI to the Customer for which payment is then due.
- 8.2 Until such time as the property in the Products passes to the Customer, the Customer shall hold the products as PCI fiduciary agent and bailee, and shall keep the Products properly stored, protected and insured and identified as PCI's property. Until that time the Customer shall be entitled to resell or use the Products in the ordinary course of its business, but shall account to PCI for the for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 8.3 Until such time as the property in the Products passes to the Customer (and provided the Products are still in existence and have not been resold), PCI shall be entitled at any time to require the Customer to deliver up the Products to PCI and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or third party where the Products are stored and repossess the Products.
- 8.4 The Customer's power of sale or right to use such Products shall immediately cease if an Administrative Receiver is appointed over all or any part of its assets or if it is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary, or if the Customer makes an arrangement with its creditors, or generally becomes unable to pay its debts within the meaning of the Insolvency Act 1986.
- 8.5 On termination of the Customer's power of sale or right to use the Products the Customer will immediately hold the Products to the order of PCI.
- 8.6 The Customer shall not be entitled to pledge or in any other way change by way of security for any indebtedness of any of the Products which remain the property of PCI, but if the Customer does so, all monies owing by the Customer to PCI shall (without prejudice to any right or remedy of the seller) forthwith become due and payable.
- 8.7 Not to purport to resell any Products the title to which has not passed to the Customer under these Terms and Conditions without such purported sale being subject to Terms and Conditions of sale which inter alia provides in similar terms to clause 8 hereof.
- 8.8 Where the Goods are mixed with or incorporated into other goods (called 'the Product') prior to their re-sale by the Customer:-
- 8.81 Although the property in the Goods has not then passed to the Buyer the seller shall be entitled to the same proportion of the proceeds of sale of the Product as the proportion of the price payable under this contract bears to the aggregate of the prices of the Goods comprised in the Product.
- 8.82 The Buyer shall keep such records as shall enable the extent to which the goods were mixed or incorporated to be ascertained and on the sale of the Product the extent to which the Goods were mixed or incorporated and the amount of the proceeds of sale of the Product and the proportion which the Contract price of the Goods bears to the aggregate of the price of the Goods comprised in the Product.

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9. Specification of Products

- 9.1 PCI will not be liable of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. PCI will use its reasonable endeavours to advise the Customer of any such impending variation as soon as it receives any notice thereof from the manufacturer.
- 9.2 Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified. PCI reserve the right to increase its quoted or listed price, or to change accordingly in respect of any orders accepted for Products of non-standard specification and in circumstances of such orders or the return of the Products.

10. Returns

- 10.1 PCI reserve the right to levy an administration charge in respect of any returns.
- 10.2 Returns must be made subject to the following:-
- a. Prior authority having been obtained (at which time a unique 'Returns Number' will be issued) from PCI which be given at PCI's sole discretion.
 - b. The Products must be properly and securely packed.
 - c. The Products must be accompanied by a detailed packing list and the 'Returns Number'
 - d. If no fault were found there would be a minimum charge of £25 levied at PCI's sole discretion.
 - e. The Customer will pay for the goods to be delivered to PCI's premises
 - f. PCI will pay for the Goods to be delivered to the Customer's premises.
- 10.3 Any claim by the Customer which is based on any defect in the quality or condition of the Products or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to PCI within 14 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure.
- 10.4 PCI reserves the right to reject any Products returned which do not comply with the conditions set out in clause 10.2

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11. Warranty

- 11.1 PCI warrant that it has good title to or license to supply all Products to the Customer.
- 11.2 If any part of the Products should prove defective in materials or workmanship under normal operation or service, such Products will be repaired or replaced only in accordance with any warranty cover and terms by the manufacturer of the Products PROVIDED THAT no unauthorised modifications to the Product or to the system of which the Product forms part have taken place. PCI is not responsible for the cost of labour or other expenses incurred in repairing or replacing defective or non-conforming parts.
- 11.3 If the Products are rejected by the Customer as not being in accordance with the Customer's order pursuant to clause 10.2, PCI will only accept the return of such Products provided that it receives written notification thereof giving detailed reasons for rejection. PCI will not consider any claim for compensation, indemnity or refund until liability, if any, has been established or agreed with the manufacturers and where applicable the insurance company. Under no circumstances shall the invoiced Products be deducted or set off by the Customer until PCI has passed a corresponding credit note.
- 11.4 PCI shall not be liable to the Customer or deemed to be in breach of contract by reason of any delay in the event of any import or export embargoes, which may prevent PCI from fulfilling any orders placed by the Customer.
- 11.5 EXCEPT AS SPECIFICALLY SET OUT IN THIS CLAUSE 10, PCI DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. BE STATUE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESCRIPTION, DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY PREVIOUS COURSE OF DEALING, USAGE OR TRADE PRACTICE.

12. Indemnities and limited liability

- 12.1 PCI will indemnify the Customer for physical injury or death caused solely by the defects in any of the Products or caused solely by the negligence of its assigned employees acting within the course of the employment and the scope of their authority.
- 12.2 PCI will indemnify the Customer for direct damage caused to property caused solely by defects in any of the Products or caused solely by the negligence of its assigned employees acting within the course of the employment and the scope of their authority. The total liability of PCI under this sub-clause shall be limited to £ 25,000 for any one event or a series of connected events.
- 12.3 Except as stated in clauses 11.1 above, PCI disclaims and excludes all liability to the Customer in connection with these Terms and Conditions including the Customer's use of the Products and in no event shall PCI be liable to the Customer for special, indirect or consequential damage including but not limited to loss of profits or arising from loss of data or in connection with use of the Products. All terms of any nature, express or implied, statutory or otherwise, as to correspondence with any particular description or sample, fitness or purpose or merchantability, are hereby excluded.

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12.4 The Customer shall indemnify and defend PCI and its employees in respect of any claims by third parties, which are occasioned by or arise from any PCI performance or non-performance pursuant to the instructions of the Customer or its authorised representative.

13 Termination of Cause

This agreement may be terminated forthwith by notice in writing:-

- 13.1 By PCI if the Customer fails to pay any sums due hereunder by the due date notwithstanding the provisions for late payment in clause 7.1.
- 13.2 If either party fails to perform any of its obligations under this Agreement and such failure continues for a period of 14 days after which written notice thereof, by the other party.
- 13.3 If either party is involved in legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or entered into liquidation, whether compulsory or voluntary, other for the purpose of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or has a Receiver or Manager appointed over all or any other rights or remedies available to it, the other party shall have the right to terminate this Agreement forthwith.
- 13.4 Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law. And shall not effect any accrued rights or liabilities of either party.

14. Export and/or re-export Limitation

Having regard to the current statutory or other United Kingdom government regulation in force from time to time and, in the case of Products manufactured in the United States of America, to the current export rules and regulations of the United States Department of Commerce in force from time to time and regardless of any disclosure made by the Customer to PCI of an ultimate destination for any Products without first obtaining all such written consents or authorisation as may be required by an applicable government regulation.

15. Contract

- 15.1 The headings in this agreement are for ease of reference only and shall not affect its interpretation or construction.
- 15.2 No forbearance, delay or indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.
- 15.3 The Customer agrees not to assign any of its rights herein without the prior written consent of PCI.
- 15.4 In the event of these Terms and Conditions or any of them being judged illegal or unenforceable for any reason, the continuation in full force and effect of them shall not be prejudiced.
- 15.5 Neither party shall be liable to the other for any delay in or failure to perform its obligation hereunder (other than a payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, industrial dispute or any other cause beyond its reasonable control.

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- 15.6 Any documents or notices given here under by either party to the other must be in writing and may be delivered personally or by recorded delivery or by registered post and in the case of post will be deemed to have been given 2 working days after the date of posting. Documents or notices shall be delivered or sent to the addresses of the parties on the top of this Agreement or to any other address notified in the normal course of trading by either party to the other for the purpose of receiving documents or notices after the date of this Agreement.
- 15.7 These Terms and Conditions shall be governed and constructed by the laws of England, and the Customer agrees to submit to the non-jurisdiction of the English courts.

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