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www.tranquilpc.co.uk

## Account Application Form

**For Internal Use Only**

Account Code: \_\_\_\_\_  
Setup By: \_\_\_\_\_

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Please complete this form **in full**, signed by the Proprietor, a Director or a Partner.  
Then fax to 0161 848 0665 and post the original to the address above.

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Company Name: \_\_\_\_\_  
Full Trading Name: \_\_\_\_\_  
Trading Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code: \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
Website: \_\_\_\_\_

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Managing Director: \_\_\_\_\_ Tel: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Purchasing Contact: \_\_\_\_\_ Tel: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Accounts Contact: \_\_\_\_\_ Tel: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

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Type of Business  Limited Company  Partnership  Sole Trader  Other  
(Please tick where appropriate) If Other, please specify: \_\_\_\_\_  
Company Registration No: \_\_\_\_\_ VAT No: \_\_\_\_\_  
Date of Incorporation: \_\_\_\_\_ No. of Employees: \_\_\_\_\_  
Registered Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code: \_\_\_\_\_  
Preferred payment method: \_\_\_\_\_  
Annual Turnover: \_\_\_\_\_ Nature of business: \_\_\_\_\_



# Trade Account Application Form

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Trade Reference 1: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Tel: \_\_\_\_\_  
Credit Limit: \_\_\_\_\_ Time Known: \_\_\_\_\_

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Trade Reference 2: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Tel: \_\_\_\_\_  
Credit Limit: \_\_\_\_\_ Time Known: \_\_\_\_\_

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### Bank Details

Bank Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code: \_\_\_\_\_  
Tel: \_\_\_\_\_ Account held for: \_\_\_\_\_  
Account No: \_\_\_\_\_ Sort Code: \_\_\_\_\_

I declare that I have read and agree to Tranquil PC Limited's Terms and Conditions of Sale and will adhere to the payment terms as per our agreement. I declare all particulars above to be true and correct.

Please note: This form **must** be completed **in full** and signed by a Director, Partner or Proprietor for an account to be opened. Please enclose a copy of your VAT Registration Certificate. Alternatively, if you are not VAT registered, please enclose two forms of ID (for example, a recent utility bill and bank statement)

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Position: \_\_\_\_\_ Date: \_\_\_\_\_

## TRANQUIL PC LIMITED TERMS AND CONDITIONS OF SALE

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All orders for goods accepted by Tranquil PC Limited ("the vendor") are accepted subject to the following conditions which shall form part and govern the contract of sale. Acceptance of goods shall be deemed to be acceptance of these conditions of sale. Any term sought to be imposed by a purchaser either in a document or otherwise that conflicts with or adds to these conditions is not accepted. No agent or representative of the vendor has authority to vary these conditions unless accepted in writing by a director of Tranquil PC Limited, hereinafter referred to as "a director".

1. **Payment and Price**
  - (a) The vendor reserves the right to vary the quoted price for the goods by upward additions in accordance with market conditions at the date of actual supply and the purchaser shall pay such additions in addition to the quoted price. Price Lists do not constitute an offer.
  - (b) All invoices are due for payment on the date shown on the invoice. Payment is to be made in sterling unless otherwise agreed in writing by a director.
  - (c) All overdue accounts will be charged, on a daily basis, commercial interest at 5% above the base rate of the Royal Bank of Scotland plc obtaining at the time, i.e. credit invoices
2. **Availability of Goods**

The vendor will use its best endeavours to comply with the date named for despatch or delivery which date is given and intended as estimate only and is not to be the essence of the contract. If owing to non-availability of the goods or any other causes beyond the vendor's control, the vendor shall be unable to effect delivery hereunder it shall be at liberty to determine the contract or part thereof by giving notice in writing to the purchaser.
3. **Property and Risk**

For so long as any amounts remain owing from the purchaser to the vendor (whether immediately due or not) title to the property of the goods shall remain in the vendor and ownership will not pass to the purchaser until the vendor has received payment in full. In the event of the purchaser reselling the goods, if the vendor has not received all amounts owing to it, the purchaser shall account to the vendor for the proceeds of any such sale and meanwhile will hold all proceeds of such sale of such goods upon trust of the vendor until the vendor have received such amounts in full. The vendor shall have the right to trace all proceeds in accordance with the principles of R. v. Halletts Estates 1880 13CH.D96. At any time after the due date for payment from the purchaser to the vendor, and so long as such amounts have not been received by the vendor in full, the vendor, at the purchaser's expense, shall have the right to enter the purchaser's premises and remove there from all goods which remain the property of the vendor.
4. **Design Variation**

Whilst the vendor makes every effort to ensure that goods supplied correspond to in every respect with the sample, specification or description provided as the case may be, the vendor is not responsible for the minor variations in specification, in colour or other design features, and no such minor variation shall entitle the purchaser to rescind the contract or shall be the subject of any claim against the vendor by the purchaser.
5. **Claims**
  - (a) No liability for any claim for damage or non-functionality shall be accepted unless the vendor is notified in writing by the purchaser within seven days of delivery. This period may be extended at the sole discretion of the vendor where the manufacturer's replacement policy exceeds this deadline.
  - (b) No liability for any claim for missing items such as manuals, etc. shall be accepted unless the vendor is notified in writing by the purchaser within seven days of delivery.
  - (c) No liability for any claim will be accepted in the case of goods differing in quantity or descriptions from the particulars given on the delivery note unless the vendor is notified in writing by the purchaser within seven days of delivery and the onus is on the purchaser to prove any shortage.
  - (d) In the case of active third-party on-site maintenance contracts, the purchaser accepts an obligation to use the services of the contracted third-party to resolve claims under clause 5(a).
  - (e) In the case of manufacturers who operate direct product support and returns procedures, the purchaser accepts an obligation to process their claim directly through the manufacturer.
6. **Guarantee**
  - (a) The purchaser shall, unless otherwise, in writing, be responsible for all carriage, telephone, postal and other incidental charges incurred during the guarantee period.
  - (b) The guarantee is 12 months return to base.
7. **Returned Goods**
  - (a) The vendor will not accept goods for credit or rectification unless such return has been authorised by a director, and the goods are received by the vendor in stock condition, with original packaging and the vendor retains the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. The vendor reserves the right to charge a restocking fee of 25% on goods returned for credit which are not in stock condition.
  - (b) The purchaser shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the purchaser to the vendor for service or credit which goods shall be at the risk of the purchaser until actual receipt of the goods by the vendor. The onus of proof of safe delivery shall rest with the purchaser.
  - (c) All items returned to the vendor by prearrangement and found to contain no fault, will be subject to a 25% restocking charge, providing the goods are in original stock condition. Any downward variation of this restocking charge shall be at the sole discretion of the vendor.
  - (d) No credit shall be allowed for goods until they have been received complete.
8. **RMA Procedures**

Goods can be returned

  - (a) They are within the 12 month warranty period
  - (b) The client pays the carriage / insurance back to our factory (the warranty is return to base)
  - (c) If the product is found to be faulty (workmanship) or components, then Tranquil PC Ltd will repair and return the unit - Tranquil PC will pay for the carriage back, and also reimburse the carriage cost that the client paid (subject to a receipt being provided).
  - (d) If the unit is NOT found to be faulty - Tranquil PC will make a charge to the client of a standard NFF fee of £35.00 to cover administration, and will then send the unit back, after the NFF and return carriage fee has been paid.
9. **Consequential Loss**

The extent of the vendor liability to the purchaser for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and the vendor shall in no circumstances whatsoever be liable to the purchaser in respect of any loss or damage whether suffered by the purchaser or any customer of the purchaser and whether direct, indirect, consequential, or however else arising.
10. **Law**
  - (a) If any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions.
  - (b) This contract is and shall be deemed to have been made in England and shall in all respects be governed by English Law
11. **Online Buyers**
  - (a) The purchaser is responsible for deciding on the suitability of the goods offered for any particular purpose and for the consequences arising from modification of the goods. Descriptions are given in good faith, but the vendor does not guarantee their accuracy.
  - (b) Goods are subject to availability; the vendor will not be responsible for compensating the purchaser for any other losses, which may be suffered if the vendor does not supply the goods.
  - (c) Any dates specified for the availability of the goods are approximate only and the vendor shall not be liable for any losses, costs, damages, charges or expenses caused by any delay for delivery of the goods
  - (d) Each online account must nominate an administrator who must be authorised to act on behalf of the purchaser. They will be responsible for granting privileges to other users within their company. By granting a user the privilege to place orders, the purchaser is responsible for all orders placed by that user.