



LIMITED COMPANIES

ACCOUNT APPLICATION FORM			
Full Trading Name			
Trading Address			
Post Code			
Telephone		Fax	
Registered Company Address <i>(If different from above)</i>			
Company Registration Number <i>(If company)</i>			
Name and Full Address of Bankers			
Account Number	Sort Code	Telephone	
Full Credit Limit Required	<i>(not monthly value) Please note minimum limit request is £5,000 unless otherwise stated.</i>		
I can confirm that I have read and agree to Tildenet Limited terms and conditions, and I am authorised to set up an account on behalf of the above company.			
Signature <i>(please tick if emailing)</i>			
Print Name			
Position		Date	

FOR ACCOUNTS USE ONLY			
Customer Account No:			
Credit Limit		Authorised By:	
Credit Terms		Date	
VAT Code			
Date Created		Signed	
ACCOUNT MANAGER			

TILDENET GROUP
TERMS AND CONDITIONS OF SALE
GENERAL

- 1.1 These terms and conditions will apply to all contracts of sale between Tildenet Ltd/Matchsaver Ltd/Golf Aids ("The Company") and the buyer.
- 1.2 No variation or alteration to these Terms and Conditions of any nature whatsoever shall be valid unless previously agreed in writing by the company.
- 1.3 These terms and conditions will supersede and take precedence over any terms and conditions of the contract whether appearing in their order or otherwise and where there is any inconsistency between these terms and conditions and any terms and conditions of the buyer this will be resolved in favour of the company.

QUOTATIONS

- 2.1 All tenders or quotations (whether verbal or in writing) made by the company are valid for 7 calendar days only from the date given. The company reserves the right to withdraw any tender or quotation given before acceptance by the buyer within the said 7 days.
- 2.2 No quotation or tender made by the company shall place the company under any duty or liability to the buyer and whilst all reasonable care is taken in the production of any tender or quotation no warranty is given in connection with any tender or quotation and no liability whatsoever of any nature will be accepted for any inaccuracy contained within it.

PRICE

- 3.1 The price stated by the company in any tender or quotation is based on the best information available to the company at the time the said tender or quotation is given and if between the date of acceptance by the buyer and the date on which the goods or services are delivered or provided to the buyer there shall be any variation in the cost of provision of the goods or services set out the contract price may in the absolute discretion of the company be adjusted to take account of such variation and the price in the tender or quotation shall be adjusted accordingly.
- 3.2 Invoices delivered by the company to the buyer are payable as per contract and in default of such payment either in full or in part the amount outstanding to the company shall bear interest at the rate of 2% per month until date of payment which interest will run from the date of the invoice itself.
- 3.3 The buyer will pay the full amount shown on the invoice within the time stipulated under Clause 3.2 above without any deduction, set off or counterclaim whatsoever.

DELIVERY

- 4.1 All delivery dates given by the company are approximate only and no liability whatsoever of any nature will be accepted for late delivery.
- 4.2 Unless otherwise agreed with the buyer the company has the absolute right to select the method and route of carriage of any goods to be supplied to the buyer and the method of performance of any services.
- 4.3 Delivery to an independent carrier appointed by the buyer for prepaid carriage for the place of delivery shall be deemed to be delivery of the goods to the buyer and satisfactory performance of the company's obligation in respect of delivery.
- 4.4 In the event the buyer fails to accept delivery of any goods to be provided the goods will be stored by the company at the cost and expense of the buyer for a period of 14 calendar days following the date of non delivery. After the said period of 14 days has expired the company will be able (to be under no duty or obligation) to sell or otherwise dispose of the goods as they see fit for the account of the buyer and apply the proceeds of sale in respect of any amounts due to the company from the buyer whether in respect of the goods themselves or otherwise.

RISK AND PROPERTY

- 5.1 The property and any goods provided shall not pass to the buyer and shall remain vested in the company until payment in full of the invoice price. In the event of non payment of any invoice within the period stipulated in Clause 3.2 or where the buyer has committed any act of insolvency where the whole or any part of the invoice price is unpaid the buyer hereby irrevocably authorises the company to enter on to any premises of the buyer at which the goods may be stored or situated and to remove the goods.
- 5.2 Notwithstanding the provisions of Clause 5.1 above the risk in the goods shall pass to the buyer on delivery and the buyer will be solely responsible for security and insurance of the goods.

WARRANTY

- 6 The company hereby warrants to the buyer that:
 - 6.1 Any goods and services provided will be of satisfactory quality.
 - 6.2 Any goods provided will be reasonably fit for the purpose for which such goods are ordinarily used. The company will accept no liability whatsoever for any misuse or incorrect application of any goods provided.

PERFORMANCE

- 7.1 Where the contract requires performance of works by the company on any site owned or occupied by the buyer the following conditions will apply.
 - (a) It shall be the sole duty of the buyer to ensure that the conditions on site are satisfactory and acceptable for performance of the work.
 - (b) The buyer will comply immediately with any reasonable request made by the company in respect of the occupation or organisation of any part of the site on which work is being carried out by the company.
 - (c) That all statutory and other legal requirements in respect of such installation have been complied with by the buyer.
- 7.2 No liability will be accepted by the company for any loss whatsoever which arises from the buyer's failure to comply with the provisions of Clause 7.1.

LIABILITY

- 8.1 Any claim by the buyer against the company used Clause 6 above must be made in writing to the company within 14 days of delivery of any goods or completion of any services provided. The company will not accept liability for any claim which is not notified in accordance with this provision.
- 8.2 Where a claim has been notified to the company in accordance with Clause 8.1 and liability for the claim is accepted by the company any damages (whether liquidated or unliquidated) or compensation payable by the company to the buyer shall in no circumstances exceed the total value of the goods or services in respect of which the claim is made. Further the company in its absolute discretion shall have the option to rectify any defects in the goods or services provided or replace the goods at its own expense in preference to paying damages or compensation to the buyer and the buyer shall have no right whatsoever to require payment of the latter.
- 8.3 Save as provided by Clause 8.2 above the company excludes all liability whatsoever for all loss sustained by the buyer (whether direct or consequential) in consequence of any breach of contract or negligence by the company save that this clause will not apply to any claim for death or personal injury arising from such breach of contract or negligence.

PART DELIVERIES

- 9 If delivery is to be made in a series of parts delivery of each part to the buyer shall be deemed to be a separate sale and any default of the company in respect of any individual part shall not entitle the buyer to rescind or repudiate the entire contract.

FORCE MAJEURE

- 10 In the event of any strikes, lockouts, trade disputes, accidents, fire, severe adverse weather, flood, tempest, terrorism, war or act of god or any other cause or contingency beyond the reasonable control of the company which causes the company to be unable to perform its obligations under any contract with the buyer the contract may be terminated or suspended by the company in its sole discretion. Such termination or suspension shall not constitute a breach by the company of its contractual duties and the company shall not be liable to the buyer for any delay and/or damage caused by reason of such termination or suspension. At any time after an initial suspension under this clause the company may exercise its right to terminate the contract.

INSOLVENCY

- 11 If the buyer (whether corporate or individual) commits any act of insolvency then any contract between the company and the buyer will terminate immediately unless the company gives written notice to the buyer that the contract is to remain in existence. If the contract is terminated in accordance with this Clause then the company will be released from any further obligations under the contract but the buyer will be required to pay to the company any sums outstanding to the company for goods or services provided up to the date of termination and the Company shall remain entitled to exercise its rights under Clause 5.1.

JURISDICTION

- 12 The parties agree that the provisions of this contract will be governed solely by the Laws of England and Wales and the parties irrevocably submit to the jurisdiction of the Courts of England and Wales in the resolution of any dispute or issue relating to any contract between the company and the buyer and its performance.