

Application form

TO ENABLE YOUR APPLICATION TO BE PROCESSED, ALL AREAS MUST BE COMPLETED IN CAPITAL LETTERS.

Company name: Registered address (if different from invoicing address):

Invoicing address:
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Postcode: Company reg no:

Email: Date trading commenced:

Tel no: VAT no:

What is your main trading activity: Fax no:

Which industry:

Brand of switchboard: Alcatel Avaya BT ISDX Mitel NEC Panasonic Philips Plessy SDX Siemens Toshiba Other

Are You: Office based Shop based Home based

Number of employees: A Less than 10 B 10 to 99 C 100 to 499 D 500 to 999 E over 1000

Annual spend on telecoms: A £50,000+ B £20k - £50k C £10k - £20k D £5k - £10k E £1k - £5k F Less than £1k

Headset requirements: Yes No

Names and addresses of Directors/Partners/Proprietors:

1 2 3

.....

.....

.....

.....

Contacts:

1 MD/Senior executive: Title: Email:

2 Buying contact: Title: Email:

3 Accounts contact: Title: Email:

Please supply trade reference(s):

1 Name: 2 Name:

Address: Address:

.....

.....

Tel no: Tel no:

What credit limit would you like?

How did you hear about Rocom?

I/We hereby apply to open a trade account with the Rocom Group and declare that the information given above is complete and accurate.

The Conditions of Sale have been accepted and I/We understand that these may be amended periodically.

I/We also agree to abide by Rocom's Ordering and Returns Procedures.

Authorised signature: Name:

Date: Position:

DIRECT DEBIT MANDATE

Instruction to your Bank/Building Society to pay Direct Debits

ROCOM

Please complete parts 1 to 4 to instruct your branch to make payments directly from your account. Then return the form to:

The Rocom Group Limited, Thorp Arch, Wetherby, West Yorkshire LS23 7RR.

1 To: The Manager

_____ Bank/Building Society

_____ Address

_____ Postcode

Please write the full postal address of your branch in the space above.

2 Name of account holder

3 Account number

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Sort code

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Banks/Building societies may refuse to accept instructions to pay Direct Debits from some types of account.



Originator's identification number

9	3	0	9	2	0
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Originator's reference

Maximum 18 characters.

4 Your instructions to the Bank/Building Society and signature:

- I instruct you to pay the direct debits from my account on the request of The Rocom Group.
- The amounts are variable and may be debited on various dates.
- I will inform the Bank/Building Society in writing if I wish to cancel this instruction.
- I understand that if any direct debit is paid which breaks the terms of this instruction, the Bank/Building Society will make a refund.

Signature(s)

Date

FOR BANK USE ONLY

After completion, the branch should detach the right hand part of the form and return it to:

The Rocom Group Limited, Thorp Arch, Wetherby, West Yorkshire LS23 7RR.

Originator's reference

Branch title

Sort code

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Account number

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Account name

Maximum 18 characters.

Direct debits in respect of our customer's instruction under the reference number quoted should be made out as above.

For _____ Bank/Building Society

Manager

Date

ROCOM'S EXTENDED CREDIT

The benefits of Rocom's extended credit system are being enjoyed by a steadily growing number of customers.

Customers who pay by direct debit are allowed 40 days credit from our invoice date. Apart from a 10 day extension to the due date, you will benefit from a reduction in administration, save a considerable amount of accountancy time and be able to make your resources work longer.

The majority of credit notes will be activated, where applicable, in our central accounting system within 3 days of receipt of any faulty

units and will be applied to your next invoice automatically. We shall advise you, by fully detailed BACS documentation, 7 days in advance, of the amount to be collected.

Direct Debit is one of the fastest growing banking services. You are protected fully at all times and in the almost inconceivable event that Rocom or your bank make an error you are guaranteed a full and immediate refund.

To benefit from Rocom's extended credit, please complete the mandate form and return it with the application form. It's so simple... and so convenient.

Once again Rocom takes pride in being at the forefront of customer service.

Conditions of sale

1 THESE CONDITIONS

- 1.1 In these terms and conditions the word "Rocom" means Rocom Group Limited, the words "the Customer" shall mean the person, firm or company purchasing or agreeing to purchase goods or services from Rocom, the words "these Conditions" shall mean the terms and conditions of sale set out herein, the word "goods" shall mean the subject matter of the contract including (but not limited to) all equipment, spare parts or other goods, the word "Services" shall mean repairs or services provided to the Customer, the word "Warranty" shall mean the warranty supplied by the manufacturer to the Customer by Rocom and the word "Order" shall mean a purchase order in respect of goods or services issued by the Customer to Rocom on the Customer's official purchase order form, together with all documents referred to in it.
- 1.2 Rocom's quotations are not binding on the Customer and a contract ("the Contract") will only come into being upon acceptance by Rocom of the Order and the following Conditions shall be deemed to be incorporated in the contract.
- 1.3 No cancellation of an Order by the Customer shall be valid unless made in writing and accepted in writing by Rocom.
- 1.4 The contract will be subject to these Conditions. All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Customer shall have no effect. No variation of these Conditions is permitted unless expressly accepted in writing by a Rocom Director.

2 THE GOODS AND SERVICES

- 2.1 Subject to the warranty contained in Clause 6.1, all descriptions, drawings, and particulars relating to the goods or services in any catalogues, leaflets, brochures or other documents are for illustrative purposes only and do not form part of the agreement between Rocom and the Customer. All representations as to performance of the goods are based on information supplied by the manufacturer of the goods and relate to their performance in normal conditions and when used correctly.
- 2.2 Subject to the warranty contained in Clause 6.1, all descriptions, drawings, and particulars relating to the goods or services in any catalogues, leaflets, brochures or other documents are for illustrative purposes only and do not form part of the agreement between Rocom and the Customer. All representations as to performance of the goods are based on information supplied by the manufacturer of the goods and relate to their performance in normal conditions and when used correctly.
- 2.3 Unless otherwise expressly agreed, goods supplied will be in accordance with manufacturer's normal designs and specifications current at the date of manufacture or delivery. The supply by Rocom of goods or services differing from any contractual or pre-contractual specifications or descriptions shall not be in breach of the agreement between Rocom and the Customer insofar as the goods or services are of approximately equivalent performance to the goods or services referred to in such specifications or descriptions.

3 DELIVERY AND RISK

- 3.1 The time for delivery of the goods and performance of the services is not of the essence. Dates agreed for delivery or performance are estimates only and a failure by Rocom to comply with them shall not be a breach of these Conditions.
- 3.2 Unless the contract otherwise stipulates, risk in the goods passes to the Customer when the goods are dispatched from Rocom's premises and Rocom accepts no responsibility for any damage or loss in transit. Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with.
- 3.3 Where the Customer has arranged for the collection of the goods, risk will pass on the date that Rocom has notified the Customer that the goods are ready for collection.
- 3.4 The Customer is required to inspect the goods on receipt and to notify Rocom of any defects or complaints within 24 hours of receipt.

4 PROPERTY IN THE GOODS

- 4.1 Notwithstanding that risk in the goods passes to the Customer in accordance with Clauses 3.2 and 3.3 of these Conditions title to the goods (whether separate and identifiable or incorporated in or mixed with other goods) shall remain with Rocom until payment in full has been received by Rocom:
- 4.1.1 for those goods;
- 4.1.2 for any other goods supplied to the Customer by Rocom;
- 4.1.3 of all monies due from the Customer to Rocom on any account, and the Customer acknowledges that until such payment is made in full it is in possession of the goods solely as a fiduciary of Rocom.
- 4.2 The customer is licensed by Rocom to use or to agree to sell the goods provided that the entire proceeds of any sale of such goods are held in trust for Rocom and are not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as Rocom's money.
- 4.3 Any resale by the Customer of goods in which property has not passed to the Customer shall (as between Rocom and the Customer only) be made by the customer as agent for Rocom.
- 4.4 Until title to the goods passes to the Customer under clause 4.1 the goods shall be kept separate and distinct from all other property of the Customer and of third parties and in good condition and shall be stored in such a way as to be clearly identifiable as belonging to Rocom and the Customer will not cause or permit or suffer any labels badges serial numbers or other means of identification of the goods to be removed or obscured.
- 4.5 At any time before title to the goods passes to the Customer (whether or not payment to Rocom is then overdue or the Customer is otherwise in breach of any obligation to Rocom), Rocom may (without prejudice to any of its rights):
- 4.5.1 for the purpose of recovering all or any part of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored (or authorise others to do so) and may repossess the same which the Customer hereby authorises;
- 4.5.2 require delivery up to it of all or any part of the goods.
- 4.6 Each clause and sub-clause of this clause 4 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.

5 PRICE AND PAYMENT

- 5.1 Unless otherwise expressly agreed, the price payable for the goods and services shall be the price shown in the current price list of Rocom at the date of despatch of the goods from Rocom's premises or the date of performance of the services.
- 5.2 In other cases the price stated in the contract is based on the cost to Rocom of raw materials, fuel and power, transport and labour and all other costs at the date of acceptance of the order or quotation (whichever is earlier). If at the date of despatch of the goods from Rocom's premises, or if at the date of carrying out the work, in either case there has been any increase in all or any of such costs, the price payable for the goods or services may at the request of Rocom be increased accordingly.
- 5.3 The price for the goods or services shall, unless otherwise stated, be exclusive of value added tax and the cost of packaging and carriage which will be charged at Rocom's normal rates.
- 5.4 Where the price for the goods or services is varied in accordance with clause 5.2 the price as varied shall be binding on both parties and shall not give either party any option of cancellation.
- 5.5 Prices quoted are net and are in sterling unless otherwise agreed. All payments are to be made to Rocom's address as stated on the invoice unless agreed otherwise.
- 5.6 All payments shall be made without deduction or set-off.
- 5.7 Where any agreement to supply goods or services provides for goods or services to be delivered or performed by instalments which are to be separately paid for, such agreement shall not be severable and failure by the Customer to pay for or accept delivery or performance of any instalment by the due date shall entitle Rocom at its option to treat the whole agreement with the Customer as repudiated.
- 5.8 Unless otherwise expressly agreed, payment shall be made in accordance with clause 5.5 upon receipt of invoice which shall be sent by post to the Customer upon despatch of the goods or performance of the services. If the Customer does not take delivery when requested, payment shall be made 7 days after Rocom has requested the Customer to take delivery. Where the Customer fails to take delivery of the goods, Rocom may arrange storage of the goods at the Customer's risk and the Customer shall be liable to Rocom for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right which Rocom may have in respect of the Customer's failure to take delivery of the goods or pay for them or the services in accordance with the contract.
- 5.9 Time for payment is of the essence and if payment is not received within 30 days from the date of the invoice Rocom may require the Customer to pay interest at 5 per cent above the arithmetic average for each day of the published base rate of Lloyds TSB Bank plc. Rocom also

reserves the right to suspend further deliveries and work both on the same order and on any other order from the Customer without prejudice to any other right Rocom may have.

- 5.10 If payment should not be received within 30 days from the date of the invoice, Rocom will be entitled to charge (in addition to interest and any legal costs ordered by the court and without prejudice to any other rights or remedies available to Rocom) the sum of £85 plus VAT by way of liquidated damages and as a contribution to the administrative costs incurred by Rocom in taking steps to secure payment.

6 WARRANTY AND LIABILITY OF ROCOM

- 6.1 Rocom warrants that it will (where the goods are the subject of a guarantee from the manufacturer which is in force at the time of the notification referred to below) at its option credit the account of the Customer (if any) or remedy free of charge by repair or replacement any goods which are accepted by Rocom as being defective or not in accordance with the Contract or any express description or representation given or made by or on behalf of Rocom in respect of the goods, (save that this Warranty shall not apply where the defect or fault is attributable to misuse of the goods by the Customer or defective materials supplied by third parties where the Customer's only remedy will be against that third party), provided that the Customer notifies Rocom promptly of such a defect and where the Customer arranges for the prompt return to Rocom of the defective goods at the Customer's risk and expense.
- 6.2 The Customer's remedies in respect of any claim under the foregoing express Warranties or any condition or Warranty implied by law or any other claim in respect of the goods or services or any workmanship in relation to them (whether or not involving negligence on the part of Rocom) shall in all cases be limited to repair, replacement or refund of the purchase price as aforesaid and any condition or Warranty implied by law shall cease to apply after the expiry of the relevant Warranty period.
- 6.3 Rocom shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct, indirect or consequential (including but not limited to economic loss or loss of profits) and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any Order or any part of them shall not entitle the Customer to cancel or refuse delivery or performance of or payment for any other Order, delivery or instalment or any part of the same Order, delivery or instalment.
- 6.4 Any claim against Rocom whether in contract or tort shall be limited to an amount by way of liquidated damages equal to the invoice value of the goods in respect of which the claim is made.

7 TERMINATION

- 7.1 If any payment due to Rocom is overdue by 60 days from the date of invoice or if the customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Customer or if the Customer suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding-up order or if the Customer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Customer shall, in the opinion of Rocom become impaired or if the Customer shall commit any breach of any part of the contract Rocom may without prejudice to its rights and remedies under these conditions stop all goods in transit and suspend further deliveries or performance of the services and by notice to the Customer may terminate the contract immediately.

8 FORCE MAJEURE

- 8.1 Rocom shall not be liable to the Customer for any delay in delivery or performance or failure to deliver or perform its obligations if the duration of the delay is not substantial, or if the delay or failure is due to an Act of God, fire, inclement or exceptional weather conditions, industrial action (whether at Rocom's premises or elsewhere), hostilities, shortage of labour, materials, power or other supplies, late delivery or performance or non-delivery or non-performance by suppliers or subcontractors, governmental order or intervention (whether or not having the force of law) or any other clause whatever beyond Rocom's control or of an unexpected or exceptional nature, and in such event Rocom may elect by written notice to cancel any agreement with the Customer or elect that the time for performance shall be extended until such time as Rocom can reasonably effect performance.
- 8.2 No delay shall entitle the Customer to reject any delivery or performance or any further instalment or part of the Order or any other Order from the Customer or to repudiate the Contract or the Order.

9 WAIVER

- 9.1 If the Customer shall be in breach of any of these Conditions then the failure by Rocom to require the Customer to rectify the same shall not create any assumption that such a breach has been waived by Rocom.

10 PATENTS

- 10.1 The Customer shall indemnify Rocom against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by Rocom with the Customer's instructions, whether express or implied.

11 INDEMNITY

- 11.1 The Customer agrees upon demand to indemnify Rocom against all losses, damages, injury, costs and expenses of whatever nature suffered by Rocom to the extent that the same are caused by or related to:
- 11.2 designs, drawings or specifications given to Rocom by the Customer in respect of the goods;
- 11.3 defective materials or products supplied by the Customer to Rocom and incorporated by Rocom in the goods; or
- 11.4 the improper incorporation, assembly, use, processing, storage or handling of goods by the Customer.

12 ASSIGNMENT AND SUBCONTRACTING

- 12.1 None of the rights or obligations of the Customer under the contract may be assigned or transferred in whole or in part without the prior written consent of Rocom.
- 12.2 Rocom shall be entitled to subcontract any work relating to the contract without obtaining the consent of, or giving notice to, the Customer.

13 HEALTH AND SAFETY

- 13.1 The Customer agrees to pay due regard to any information or any revised information whenever supplied by Rocom (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of, and the Customer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable the goods will be safe and without risk to health at all times as mentioned above. For these purposes the Customer is deemed to have been given a reasonable opportunity to test and examine the goods before delivery.

14 NOTICES

- 14.1 All demands notices and other communications shall be in writing and addressed to Rocom at its address shown on invoices delivered by it and to the Customer at the address given by it for delivery of invoices (or as subsequently notified by one to the other in writing) and shall be deemed served if delivered, at the time of delivery; if posted, 48 hours after being posted by first class post and if sent by facsimile transmission, at the time of transmission.

15 INVALIDITY

- 15.1 The invalidity, illegality or unenforceability of any provision of these conditions should not affect the other conditions.

16 LAW AND JURISDICTION

- 16.1 The Conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts. No clause within these terms shall affect your statutory rights.