



RWS Credit Account Application Form - Please complete and fax to: 0844 880 0017

COMPANY DETAILS

Company Name		
Trading Styles		
Address		
Postcode		
Telephone		
Fax		
Registered Office <small>(if different from above)</small>		

CONTACT DETAILS

Buyer/Contact		
Telephone		
Fax		
E-mail		
Accounts Contact	Invoice address	
Telephone	<small>(if different from above)</small>	
Fax		
E-mail		Postcode

TRADE REFERENCE

Reference One

Reference Two

Company Name		
Address		
Postcode		
Contact		
Telephone		
Fax		

COMPANY DETAILS

Date Business started		
Name of Bank		Sort code No. <input type="text"/>
Address		Account No. <input type="text"/>
Postcode		
Account name		
VAT No.		

BUSINESS TYPE - Please tick as appropriate

Limited	<input type="checkbox"/>	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	<input type="checkbox"/>
Company Reg No.	<input type="text"/>	

AGREEMENT

By applying for a credit account, we agree our payment terms are 30 days from date of invoice. All goods remain the property of Rubicon Workflow Solutions Ltd until they are paid for in full. We agree to follow the standard terms and conditions attached and to make payment in accordance with the above terms.

Signed Date
 Position Held

INTERNAL USE ONLY

Date received	<input type="text"/>	Credit limit	<input type="text"/>
Payment terms	<input type="text"/>	Cust Acc No	<input type="text"/>



Authorised Reseller

Unit 8, Campbell Court, Bramley
 Nr Basingstoke, Hampshire, RG26 5EG

t: 0844 880 0015
 f: 0844 880 0017

e: info@rubicon-solutions.co.uk
 w: www.rubicon-solutions.co.uk



Authorised Service Provider

RUBICON WORKFLOW SOLUTIONS LIMITED

TERMS & CONDITIONS FOR THE SUPPLY OF GOODS & SERVICES

We are Rubicon Workflow Solutions Limited. The following Conditions set out the basis on which we will supply goods and services to you and prevail over any conflicting terms that you purport to introduce. You will be deemed to have accepted these Conditions by completing the Registration Form or in any event on submitting an Order. These Conditions cannot be varied unless agreed in writing by one of our directors.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions the following words will have the meanings set opposite them:

- "Account" means your account with us under which we supply you with Goods and/or Services;
- "Confirmation Order" of means either our acceptance of an Order in writing (by electronic means or otherwise) or our supply of the Goods or Services, whichever occurs first;
- "Goods" means any product(s) of ours excluding Software displayed in our current price list or on the Website;
- "Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right (whether registered or unregistered);
- "Order" means your request for us to supply Goods or Services, which you place by signing and returning our written estimate to us;
- "Price" means the price of the Goods or Services set out in the Order together with VAT and, where applicable, a delivery charge;
- "Registration Form" means our current Account Application Form which can be obtained by telephoning 0844 880 0015 or emailing: info@rubicon-solutions.co.uk;
- "Services" means any services that we agree to supply to you pursuant to an Order including, without limitation, the delivery and installation of Software;
- "Software" means any software that we supply to you pursuant to an Order;
- "Software Owner" means the third party owns or is the licensor of the Software;
- "Website" means any website of ours on which we advertise goods or services;
- "You, your" means the person, firm or company whose details appear on the Order.

1.2. If there is a conflict between an Order and the Conditions, the Order will prevail.

2. ACCOUNT OPENING & ORDER PROCESS

- 2.1. You agree that the information you supply in the Registration Form and any Order will be accurate, complete and up to date. You will notify us immediately you become aware of any inaccuracy or change in the information you have given us.
- 2.2. We will not be obliged to open an Account for you and may refuse to do so without giving a reason. We may suspend or cancel an Account at any time on giving you written notice.
- 2.3. By submitting the Registration Form, you agree that we may do one or more of the following:
 - 2.3.1. obtain credit reports about you from credit management companies;

- 2.3.2. contact any trade/ bank referees whose details you have supplied to us.
- 2.4. We will not normally acknowledge Orders. Any acknowledgment by us of an Order will not constitute its acceptance, which will only occur on the Confirmation of Order.
- 2.5. We will not be obliged to accept any Order and may refuse to accept an Order without giving a reason. Each Order that we accept will, subject to 3.3 below, constitute a separate and severable contract.
- 2.6. The descriptions and illustrations of the Goods set out on the Website and in our literature present a general idea of the Goods and do not form part of the contract. We cannot be held liable for any error or omission (whether typographical or otherwise) in any such descriptions or illustrations. You accept that in instructing us to supply the Goods or Services, you do not do so based on any representation, warranty or provision not expressly contained within the Conditions.
- 2.7. You may not cancel or re-schedule an Order once we have accepted it except on such terms as we may agree in writing.

3. DELIVERY

- 3.1. Any indication that we may give as to the time in which we will deliver the Goods will be a good faith estimate only. We will use all reasonable endeavours to deliver the Goods within the time-scale that we have estimated. However, time of delivery of Goods is not of the essence. We are not obliged to supply you with the Goods until you have paid the Price in full. We may arrange for delivery of the Goods in advance of any estimated delivery date.
- 3.2. Delivery will be deemed to have taken place when we our nominated carrier delivers the Goods or Services to the address you have notified us for delivery regardless of whether you are available to collect such Goods or Services.
- 3.3. We may, but will not be obliged to, deliver the Goods by instalments and in such circumstances any instalment delivered will be treated as a separate and severable contract. Our late delivery of or failure to deliver any instalment will not entitle you to reject any other instalment or to terminate the contract.
- 3.4. You must notify us within 5 days of our estimated delivery date if you have not received the Goods. You must inspect the Goods on delivery and notify us within 5 days of delivery if there is any shortfall in the Goods you have received or if the Goods are damaged.
- 3.5. If you fail to take delivery of the Goods or give inadequate instructions as to their delivery we may, without prejudice to any other rights or remedies available to us:
 - 3.5.1. store the Goods until such time as they are delivered to you and charge you our then current storage and administration charges; or
 - 3.5.2. sell the Goods at the best price readily obtainable and after deducting our then current storage and administration charges, either account to you or invoice you the difference.

4. PRICE

- 4.1. Unless we agree otherwise with you in writing, we will not be obliged to deliver the Goods or Services until you have paid us the Price in full cleared funds (without deduction or set off).
- 4.2. We may, in our absolute discretion, agree to supply Goods or Services to you in advance of being paid the Price. In such circumstances, we may invoice you the Price immediately on or after delivery of the relevant Goods or Services and you agree to pay us the Price within 30 days of the date of such invoice.
- 4.3. Any written estimate that we give is valid only until the date you accept it or the expiry of the period set out in the estimate, whichever occurs first. If no time period is set out in the estimate, the estimate will be valid only for 7 days from the date of the estimate. If you do not accept the estimate within the timescale set, we will be entitled to revise the estimate on giving you notice.
- 4.4. If you fail to pay us the Price in accordance with our payment terms, we may in addition to our other rights:

4.4.1. charge interest on the amount outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date payment is due until we receive full payment in cleared funds both before and after any judgment;

4.4.2. suspend the delivery of any Goods or Services or cancel any Order that we have accepted provided that any such suspension or cancellation shall not affect your liability to pay us any sums as have accrued to us at the date of such suspension or cancellation.

4.4.3. appropriate any payment you have made for Goods or Services that we have not yet delivered on account of any Order for which the Price remains unpaid.

5. RISK AND TITLE

5.1. Risk in the Goods will pass to you when we or our nominated carrier deliver(s) the Goods to the address notified to us for delivery of the Goods. You agree to insure the Goods to their full replacement value immediately with effect from their delivery.

5.2. Notwithstanding delivery and the passing of risk in the Goods in accordance with clause 5.1 above, title in the Goods will not pass to you until you have paid us in full cleared funds the Price and any sums that are due in respect of any other Order. Title in the Software will not pass to you at any time as the Software and all Intellectual Property Rights subsisting in them will remain the property of the Software Owner.

5.3. Until such time as the title in the Goods passes to you:

5.3.1. you will hold the Goods as our bailee and will keep the Goods separately and properly stored, protected, insured and identified as our property;

5.3.2. we may at any time require you to deliver up the Goods to us (at your cost) and if you fail to do so immediately, to enter any premises of yours where the Goods are stored and repossess the Goods.

5.4. Notwithstanding that title in the Goods may not have passed to you, we may still maintain an action on the Price.

6. WARRANTIES & LIABILITY

6.1. Where you notify us within 5 days of the date of delivery of any Goods of any valid claim in respect of their quality or condition, we may replace the Goods free of charge or (at our discretion) refund the Price plus any delivery costs that you may reasonably incur in returning the Goods.

6.2. In the case of Goods and Software, we use all reasonable endeavours to pass on to you the benefit of any warranty or guarantee given by the manufacturer or Software Owner (as applicable). You will be liable for complying with the terms of any licence accompanying the Software

6.3. In the event of any valid claim arising from any defect(s) in the medium on which the Software is stored, our liability to you will be limited to a refund or replacement of the Software to which the defective medium relates. We do not give any warranty as to the suitability of the Goods or of the Software for your intended purpose.

6.4. We are not liable for any delay or failure to deliver the Goods due to an event beyond our reasonable control. If our delay or failure to deliver the Goods is due to an event beyond our reasonable control, we will notify you of the reason for the delay and you will give us a reasonable extension of time to deliver the Goods

6.5. We will use reasonable care and skill in performing the Services.

6.6. We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring.

6.7. Subject to the foregoing, our entire aggregate liability to you for direct loss whether in contract, tort (including negligence) or

arising in any other way will not exceed the Price paid to us in respect of the Order giving rise to the claim.

6.8. You will keep us fully and effectively indemnified against any third party claims arising from your breach of the Conditions.

6.9. Subject to anything else set out in these Conditions, all other warranties, conditions, terms, representations, undertakings and obligations, whether express or implied are excluded.

7. SUSPENSION AND TERMINATION

7.1. Without prejudice to any other right or remedy available to us, we may suspend delivery of any Goods and / or terminate any Order on giving you written notice if you do or we reasonably believe that you are about to do any of the following:

7.1.1. You are in material breach of any of these Conditions;

7.1.2. You die or become insolvent or subject to an administration order or compulsory winding up proceedings or make a voluntary arrangement with your creditors or cease or threaten to cease carrying on business;

7.1.3. a receiver or administrative receiver is appointed of any of your assets;

8. GENERAL

8.1. These Conditions constitute the entire agreement between you and us in respect of the Goods and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Goods.

8.2. We may assign or sub-contract our obligations under the Conditions on giving you notice.

8.3. No relaxation, forbearance or delay by us in enforcing our rights under the Conditions will prejudice our rights to enforce such provision, nor will any waiver by us of any breach operate as a waiver of any subsequent or continuing breach.

8.4. If any of the Conditions is deemed by a court or competent authority to be invalid or unenforceable in whole or part, the remaining Conditions or part of them will remain in full force and effect.

8.5. These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.

8.6. No third party will be granted any rights under these Conditions.