



**TRADE RESELLER APPLICATION FORM**

Broadcast Distribution Limited, The Old Post Office, The Cross,  
Carlton in Lindrick, Notts. S81 9EW

Thank you for your interest in our products. To qualify as a reseller, you need to be an equipment reseller or to be a systems integrator. Therefore, please complete the following questionnaire and return it to us.

<b>COMPANY</b>	
<b>ADDRESS</b>	
<b>POSTCODE</b>	
<b>TELEPHONE</b>	
<b>FAX</b>	
<b>WEB SITE</b>	
<b>TYPE OF BUSINESS</b>	
<b>ACCOUNTS CONTACT</b>	
<b>SALES CONTACT</b>	
<b>EMAIL</b>	
<b>TELEPHONE</b>	
<b>SALES CONTACT</b>	
<b>EMAIL</b>	
<b>TELEPHONE</b>	
<b>SALES CONTACT</b>	
<b>EMAIL</b>	
<b>TELEPHONE</b>	
<p><b>If you have additional contacts who wish to be kept informed of product updates and news, please use another sheet of paper. We do not share this information with any other company or organisation</b></p>	
<p><b>PLEASE READ OUR TERMS AND CONDITIONS BELOW THEN SIGN AND RETURN THE COMPLETE DOCUMENT TO US.</b></p>	

# BROADCAST DISTRIBUTION LIMITED

## TERMS & CONDITIONS OF SALE

### 1 DEFINITIONS

- 1.1 "The Company" means Broadcast Distribution Limited, The Old Post Office, The Cross, Carlton in Lindrick, Notts. S81 9EW
- "The Customer" means any person, body of persons, firm or Company with whom the Company enters into a contract for the sale of Goods or provision of services by the Company.
- "The Contract" means any such Contract.
- "The Goods" means any Goods or services sold by the Company or supplied to the Customer.

### 2 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 All contracts and transactions between the Company and the Customer whether made orally or in writing are subject to these terms and conditions which shall be deemed to be incorporated into any contract between the Company and all or any of its customers.
- 2.2 These terms and conditions shall supersede all prior understandings and shall constitute the whole agreement between the Company and any of its customers and shall not be modified or varied unless specifically accepted by the Company in writing.
- 2.3 In the event of any conflict between these terms and conditions and the terms and conditions, if any, in any communication from the Customer these terms and conditions shall prevail.

### 3 QUOTATIONS AND ACCEPTANCE OF ORDER

- 3.1 A quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or revise the same at any time prior to the Company's acceptance of the Customer's order.

### 4 SPECIFICATION

The description and illustrations contained in the Company's catalogues, price lists and other advertising materials are intended to present a general idea of the Goods described in them and shall not form part of the contract. The Company shall not be liable for any variations in the specification of the Goods that do not materially affect the use and operation of the Goods or for the substitution of any materials or component parts of the Goods by other materials or parts of a quality equivalent or superior to that originally specified.

### 5 PRICES

- 5.1 All prices shall be calculated and paid in sterling.
- 5.2 All rates, prices and discounts published in the Company's catalogues, lists and other documents are subject to variation at any time. If no rate or price is quoted or published on the Order Acceptance form, the price shall be that ruling at the date of delivery, as determined solely by the Company.

### 6 PAYMENT

- 6.1 50% with order, remainder 50% cleared payment before delivery.
- 6.2 Where the company has confirmed in writing that account facilities have been opened for the Customer, payment of any invoice must be made in full within 30 days of the date of that invoice.
- 6.3 Time of payment shall be of the essence in all Contracts.
- 6.4 Where any account or part thereof is overdue for payment, the Customer shall cease to be entitled to the benefit of any discount specified in that account, and the Company shall be entitled to charge interest at the rate of three per centum per annum over Yorkshire Banks base rate in force from time to time on the amount due until the actual date when the Company receives payment.
- 6.5 If the Customer fails to make timeous payment in accordance herewith, the Company may either suspend all further deliveries of the Goods whether under this contract or otherwise until payment is made in full or, at its option, treat the contract as repudiated.
- 6.6 If the Customer repudiates the Contract for any reason then the customer shall pay to the Company 50% of the full contract price by way of compensation.
- 6.7 The Company, in its sole discretion, may require full or partial payment of the price prior to delivery or the provision of security for payment by the Customer in a form acceptable to the Company.
- 6.8 Any amount due by the customer to the company under the Contract shall be payable in full without any compensation, set-off or counterclaim.

## **7 RETENTION OF TITLE**

7.1 This provision shall apply to all Goods supplied to the Customer:

- (a) The Company shall retain title to the Goods until it has received payment in full of all sums due in connection with the supply of all Goods and services to the Customer at any time. For these purposes the Company has only received payment when irrevocably credited to its bank account.
- (b) If any Goods owned by the Company are attached to, mixed with, or incorporated into other Goods not owned by the Company, and are not identifiable or separable from the resulting composite or mixed goods, title to the resulting composite or mixed goods shall vest with the Company and shall be retained by the Company for as long as and on the same terms on which it would have retained title to the Goods in question.
- (c) The Customer shall store goods owned by the Company in such a way that they are clearly identifiable as the Company's property, shall maintain records of such Goods identifying them as the Company's property, of the persons to whom it sells or disposes of such Goods and of the payment made by such person for such Goods. The Customer will allow the Company to inspect these records and the Goods themselves on request. All goods supplied by the Company in the Customer's possession shall be presumed to belong to the Company (unless the Customer can prove otherwise).
- (d) The Company shall be entitled to trace the proceeds of sale and any insurance proceeds received in respect of Goods owned by the Company immediately prior to their sale. Such proceeds shall be held by the Customer on trust for the Company.
- (e) If the Customer fails to make any payment to the Company when due, enters into bankruptcy, liquidation or receivership or a composition with its creditors, has a receiver, administrator, or manager appointed over all or part of its assets, or becomes insolvent, or ceases to trade or if the Company has reasonable cause to believe that any of these events is likely to occur, the Company shall have the right without prejudice to any other remedies:
  - i. to enter without prior notice any premises where Goods owned by the Company may be, and to repossess and dispose of any Goods owned by the Company so as to discharge any sums owed to the Company by the Customer.
  - ii. to require the Customer not to resell or part with possession of any Goods owned by the Company until the Customer has paid in full all sums owed by it to the Company
  - iii. to withhold delivery of any undelivered Goods and stop any Goods in transit.

## **8 RISK**

8.1 Notwithstanding that property in the Goods has not passed under Clause 7 hereof, the risk of loss, damage or destruction to the Goods shall pass to the Customer on delivery.

## **9 DELIVERY**

9.1 Unless otherwise specified, delivery dates or periods given by the Company are estimates only and shall not be essential terms of the Contract.

9.2 Delivery of the Goods shall take place:

- (a) in the event that the company undertakes delivery of the Goods, when the Goods shall be unloaded from the Company's carriage, lorry or other transport at the station or the address specified by the Customer.
- (b) in the event that the Customer undertakes to uplift the Goods, when the Goods are loaded onto the Customer's carriage, lorry or other transport at the Company's address.

9.3 Any receipt obtained by the Company from the Customer or its employee or agent accepting or taking delivery of the Goods shall be conclusive evidence of delivery in perfect condition by the company to the Customer of the Goods or such part thereof as is indicated by the receipt.

9.4 The Company may elect to deliver the Goods in instalments, and no failure by the company in respect of any one or more instalments shall vitiate the Contract.

9.5 If the customer fails to take delivery of the goods or any part(s) thereof on the due date or to give adequate forwarding instructions to enable the Goods to be delivered on the due date, the delivery date will be deemed to be the due date and risk in the goods shall be deemed to pass to the Customer on the date delivery was due. Thereafter the Company shall insure and store the Goods at the Customer's expense and the Customer shall indemnify the company in respect of all losses and expenses incurred by the company arising out of such failure.

9.6 Unless otherwise agreed in writing between the Company and the Customer, the Company may deliver against any order a lesser number of Goods than the number of Goods ordered without any liability whatsoever to the Customer save that the price shall be adjusted pro rata accordingly. For the avoidance of doubt it is expressly stated that the execution of orders is contingent upon the availability of the Goods and the company shall be under no liability for failure to deliver should Goods be unavailable, no matter how such unavailability shall have arisen, whether by the negligence of the Company or otherwise.

## **10 SHORTAGES AND DAMAGE**

10.1 The customer shall be deemed to have examined the Goods upon delivery thereof (time being of the essence) and to have satisfied himself that they conform to Contract. A claim that Goods are not in accordance with the contract will not be accepted by the Company unless notice in writing is given to the Company within 4 days of delivery followed by a complete claim within 14 days of delivery. The Company will not accept any delivery book or note marked "Not Examined" for the purposes of this sub-paragraph.

10.2 Failure to notify the Company of the non-delivery of the Goods or any of them within 14 days of the Despatch Date will release the Company from liability for claims for non-delivery.

10.3 Any Goods considered to be damaged or defective, together with their packaging materials shall be retained by the Customer, intact as delivered, for a period of twenty-one days from notification of the claim, within which time the Company or its agents shall

have the right to attend at the Customer's premises to investigate the complaint and, if possible, to remedy any defect. Any breach of this condition shall disentitle the Customer to any allowance in respect of its claim.

10.4 Good represented by the customer to be defective or not conform to contract shall, on the expiry of the twenty-one day period specified in Clause 10.3 above be returned to the Company by the Customer and shall, at the sole option of the Company, either be replaced or be credited.

10.5 The Company shall have no liability to the customer in respect of damaged or defective Goods where:

- (a) damage has been sustained in transit after delivery of the Goods to the Customer or its agents;
- (b) defects are caused by installation, operation or maintenance carried out other than in accordance with any instructions supplied orally or in writing with the Goods, or by wear and tear, accident or misuse, improper operation or neglect or if any adjustment, alteration or other work has been performed on the Goods by any person other than the Company.

10.6 The Company's liability (if any) to the Customer whether in contract, delict, quasi-delict or otherwise in respect of any defect in the Goods or for any breach of the contract or for any negligent act or omission of the Company or its servants or agents or for any breach by the Company of any duty owed to the customer in connection with the Contract or with the Goods shall in no event exceed the invoice price.

## 11 CANCELLATION OF ORDERS

No cancellation of any order by the Customer shall be accepted by the Company unless:

- (a) The cancellation is received by the Company in writing.
- (b) The Company accepts such cancellation in writing and is paid by the Customer (i) the sales value to the Company of that part of the Goods completed and work done in connection with the order; (ii) the sales value of any items or materials bought by the Company which cannot reasonably be used elsewhere by the Company and (iii) any other costs and liabilities which the Company incurs by reason of the Customer's cancellation.
- (c) The company will invoke a restocking fee of:
  - (i) Items unopened 25% of the invoiced price
  - (ii) Items opened but unused 35% of the invoiced price
  - (iii) Items opened and used 50% of the invoiced price, if the company wishes to take the items back into stock.

## 12 FORCE MAJEURE

The Company shall not be liable for any delay or other failure to perform any part of the Contract as a result of any factor outside the Company's control, whether an Act of God or otherwise.

## 13 NOTICES

Any written notice to be given under the Contract shall be given by way of first class Recorded Delivery post or facsimile transmission or by telex or by personal delivery by the party giving it to the other at his last known business address notified to the other and shall be deemed to be delivered either 48 hours after posting (in the case of a letter) or immediately after receipt (in the case of facsimile transmission, telex or personal delivery).

## 14 WAIVER

No failure or delay by the Company in exercising any of its rights under these Terms and conditions shall operate as a waiver thereof nor shall any single defective or partial exercise thereof preclude any other or further exercise of that or any other right

## 15 GENERAL

15.1 The Customer shall not be entitled to assign or transfer in whole or in part the benefit or burden of the Contract without the Company's prior written notice.

15.2 The rights and remedies of the Company set out in these conditions shall be in addition to and without prejudice to any other rights and remedies which may be available to the Company at common law or under statute.

## 16 PROPER LAW

These Terms and Conditions shall be subject to and construed in accordance with United Kingdom Law. If any provision is declared void or unenforceable by a court of competent jurisdiction with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstance. If any provision is declared entirely void or unenforceable by a court of competent jurisdiction all other provisions of these Terms and Conditions shall remain in full force and effect.

SIGNED:	DATE:
PRINT NAME:	EMAIL:
POSITION:	FOR & ON BEHALF OF (COMPANY):