



COMMERCIAL IN CONFIDENCE

Please ensure **ALL SECTIONS** are completed and then return by fax to **0871 231 1921**. Please complete the form using **block capitals** to ensure legibility.

Please provide a company letterhead with your application.

COMPANY DETAILS

Registered name:

Registered address:

Trading name (if different from registered name):

Trading address (If different from registered address):

Telephone number:

Fax number:

Web address:

Nature of business:

Company registration number: Date of formation:

VAT number:

What was last year's turnover for the company (£):

In which month does your financial year start?

IMPORTANT CONTACTS

Purchasing department contact name:

Purchasing contact telephone number:

Purchasing contact email address:

Accounts department contact name:

Accounts department contact telephone number:

Accounts department contact email address:

Upgrade Options provides invoices electronically by email. Please provide a suitable recipient email address below:

BANK DETAILS

Bank name:

Bank address:

Sort code:

 / /

Account number:

COMPANY DETAILS

How many sites does the company operate from?

How many staff does the company employ in total?



YOUR INFRASTRUCTURE

Which is your preferred manufacturer in each area, and how many of each type of device do you currently have:

	Manufacturer	Quantity
Servers	<input type="text"/>	<input type="text"/>
Storage	<input type="text"/>	<input type="text"/>
Computers	<input type="text"/>	<input type="text"/>
Laptops	<input type="text"/>	<input type="text"/>
Printers	<input type="text"/>	<input type="text"/>
Tablet devices	<input type="text"/>	<input type="text"/>

Have you Virtualized your servers, or intend to do so?

Who in your organisation is responsible for IT Security?

YOUR PREFERENCES

What do you value most from a supplier?

Please rate each 1-10, where 10 is the highest priority

Price	<input type="checkbox"/>
Meetings / face-to-face relationship	<input type="checkbox"/>
Dedicated account manager	<input type="checkbox"/>
Ability to supply a large range of products	<input type="checkbox"/>
Product advice / Pre-sales support	<input type="checkbox"/>
Speed of response	<input type="checkbox"/>
Product availability / Quick delivery	<input type="checkbox"/>

Other (please describe):

YOUR INTERESTS

How do you obtain your industry news? And from where?

Social Media	Yes	<input type="checkbox"/>	<input type="text"/>
Magazines	Yes	<input type="checkbox"/>	<input type="text"/>
Events	Yes	<input type="checkbox"/>	<input type="text"/>
Other	<input type="text"/>		

How did you first hear about Upgrade Options Ltd?

Please note:

- Payment is strictly 30 days from date of invoice.
- Credit limits will not be exceeded; orders which put the account in excess of the agreed limit will not be processed until the account is reduced accordingly.
- The goods will remain the property of Upgrade Options until they are paid for.
- Upgrade Options reserve the right to close the account at any time.
- All sales are subject to our full terms and conditions of trade (see pages 3-8)

Amount of credit required per month (£):

Customer's authorised* signature:

Printed name:

Position:

Date:

* Please ensure the individual signing the form has the legal authority to sign the contract.

FOR UPGRADE OPTIONS USE ONLY

A/C NUMBER



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Terms & Conditions

(applicable from 15 November 2005)

INTRODUCTION

(A) These Terms and Conditions govern the sale and supply of all Products by Upgrade Options Limited and every quotation, pro-forma invoice, price list or other similar documentation made or issued by the Company is subject to these Terms and Conditions. *In the event that the customer is acting as a consumer, the customer should take note of his/her rights set out in Clause 16.*

(B) All services offered by the Company, including maintenance and support, training and education, and consultancy services are not Products to which these Terms and Conditions apply, but are supplied on the terms and conditions contained in the relevant agreements.

OPERATIVE PART

1. Definitions

1.1 In these Terms and Conditions the following terms shall, unless the context otherwise requires have the meanings set out below:

"Company" means Upgrade Options Limited, a company incorporated in England whose registered office is at Clocktower, Greenhills Rural Enterprise Centre, Greenhills Estate, Tilford, Surrey, GU10 2DZ.

"Contract" means any agreement between the Company and the customer for the supply of Products, which expressly or by implication incorporates these Terms and Conditions.

"Customer" means the applicant or holder of an account with the Company or the person who orders or agrees to buy Products from the Company, as the case may be.

"Hardware" means the hardware components of products sold by the Company including all ancillary equipment, accessories, spares, supplies and related documentation.

"Invoice" shall mean the invoice issued by the Company to the Customer.

"Price" shall mean the total price for the Products as specified in the Invoice.

"Products" means the Company's products including but not limited to Hardware, Software and any configuration of Hardware and/or Software.

"Software" means any operating system, utility or applications software delivered by the Company in machine readable object, printed, interpreted or any other form whatsoever and either incorporated with Hardware or separately supplied, including related documentation.

2. Quotations And Orders

No order placed by a Customer resulting from any quotation, pro-forma invoice, price list, advertisement or other similar document made or issued by the Company shall be binding unless and until it is accepted in writing by the Company. The Company at its absolute discretion may accept or reject any order.

3. Price And Payment

3.1 Applicable taxes, import duties and other dues are not included in the Price and will be charged in addition unless agreed otherwise. Value Added Tax (VAT) will be charged at the rate applicable at the date of the invoice.

3.2 Payment of the Price or any part thereof and any other amount due under the Contract must be made within 30 days from the date of an Invoice (unless otherwise specified by the Company). The contents of the Invoice, including inter alia the Price, shall in the absence of a manifest error, be deemed to have been accepted by the Customer unless the Customer has notified the Company in writing within 7 days from the date of the invoice that such contents are disputed. Unless otherwise agreed, payment shall be made in pounds sterling, without set-off, deduction or withholding. All payments which are not received when payable shall be considered overdue and the Company reserve the right to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.



4. Delivery

4.1 The "Delivery Address" shall mean the address specified by the Customer to the Company in writing at the time of placing an order as being the address for delivery of the Products and the "Delivery Date" shall mean the date for delivery as specified by the Company to the Customer.

4.2 Delivery will be effected at the Delivery Address and it is the Customer's responsibility to ensure that the Delivery Address is suitable for delivery of the Products.

4.3 The Delivery Date is approximate only and not of any contractual effect. The Company will use all reasonable endeavours to meet the Delivery Date but it will not be liable for loss or damage (including loss of use, loss of contract or loss of profits) incurred by the Customer as a result of any failure to deliver on a particular date.

4.4 Each delivery of Products under the Contract will be deemed to constitute a separate enforceable contract to which these Terms and Conditions will apply.

4.5 If the Customer refuses or fails to take delivery of Products tendered in accordance with the Contract, delivery will nevertheless be deemed to have taken place for the purpose of the Company's right to payment and the Company will be entitled to store the Products at the Customer's risk and expense, including all transportation charges.

4.6 The Customer shall inspect the Products on delivery and shall within 48 hours of delivery notify the Company of any alleged shortage in quantity, damage or failure to comply with description or sample. If the Customer fails to notify the Company within such time the Products shall be conclusively presumed to be in accordance with the Contract.

4.7 If the quantity of Products are not in accordance with the Contract the sole remedy shall be limited to the Company making good any shortage by replacing such Products or if the Company shall elect by refunding a proportionate part of the Price.

5. Substitution And Changes

5.1 The Company reserves the right to make improvements, substitutions or modifications to any part of the Products at any time prior to delivery provided that such improvements, substitutions or modifications will not materially affect the performance of such Products and provided that any substitutions are of an equivalent quality and price.

5.2 The Company further reserves the right to change the Delivery Date and increase the price of the Products at any time prior to delivery, to reflect any increase in the cost to the Company which is due to any factor beyond the Company's control.

5.3 No order which has been accepted by the Company may be cancelled by the Customer except with the prior written consent of the Company and the Customer shall indemnify the Company in full against all loss (including loss of profit), damages, charges, expenses and costs (including the cost of all labour and materials used) incurred by the Company as a result of such cancellation.

6. Title and Risk

6.1 The Products will be at the risk of the Customer from the time of delivery.

6.2 Title to the Products will remain vested in the Company until the Price (and all taxes and other charges due under the Contract) have been paid in full. Upon such payment title to any Hardware supplied under the Contract will pass to the Customer.

6.3 No title or ownership of any Software supplied under the contract and licensed to the Customer under any License Agreement (as defined below) is transferred to the Customer.

6.4 Until such time as title in the Products passes to the Customer, the Customer shall hold the Products as the Company's fiduciary agent and bailee, and shall keep the Products separate from those of the Customer and third parties and properly stored, protected and insured and identified as the property of the Company. Until that time the Customer shall be entitled to resell or use the Products in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties and in the case of tangible proceeds properly stored, protected and insured.

6.5 Until such time as title in the Products passes to the Customer and provided the Products are still in existence and have not been resold, the Company shall be entitled at any time to require the customer to deliver up the Products to the Company, and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.



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6.6 The Customer shall not be entitled to pledge or in any way charge by way of security or any indebtedness any of the Products which remain the property of the Company but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

7. Software

7.1 Copyright subsists in all software whether it is the Company's proprietary software or software supplied by the Company under license. All Software is supplied to the Customer only under the terms and conditions of the applicable License Agreement (whether this has been signed and/or returned to the Company or not). No part of the Software may be copied, reproduced or utilized in any form by any means without the prior written approval of the Company.

7.2 It is the sole responsibility of the Customer to comply with all the terms and conditions of any License Agreement and the Customer is hereby notified that any failure to comply with such terms and conditions may result in the revocation of such License Agreement.

7.3 Software is warranted in accordance with and only to the extent of the terms of any License Agreement governing its supply.

7.4 For the purposes of this clause "License Agreement" means the terms and conditions governing the supply of software whether the Company's own software or third party software which the Company is authorised to supply to the Customer.

8. Warranties, Returns & Exclusions

8.1 The Company warrants that it has good title to or the legal right to supply all Hardware supplied to the Customer. Except as expressly stated to the contrary in these Terms and Conditions (including but not limited to clause 16.2), all warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

8.2 Hardware is warranted in accordance with any manufacturer's warranty supplied and in the event of the Hardware being covered by a manufacturer's warranty the Customer's sole remedy will be a claim pursuant to the terms of such manufacturer's warranty.

8.3 In the event that no manufacturer's warranty applies then the Hardware is warranted by the Company against defects in workmanship and materials for a period of 90 days from the date of delivery and the sole obligation of the Company under such warranty will be limited to the use of all reasonable efforts to repair or replace at its option any Hardware which proves defective during the warranty period provided that:

8.3.1 the Company has been notified within such warranty period of such defect;

8.3.2 the Company has issued a Returned Materials Authorisation Number ("RMA Number") in accordance with the Company's applicable procedures;

8.3.3 such defective Hardware has been returned to the Company undamaged, complete with the original packaging and clearly marked with the RMA Number within 7 days of being notified as to the RMA Number.

8.4 The Company will only issue an RMA Number in the event that every opportunity has been given to investigate and resolve such defect having reasonably used all its technical resources. All replaced Hardware or parts will become the Company property. The warranty service will be performed at a repair facility designated by the Company.

8.5 Where, as part of a valid claim under Clause 8.3, any Product is to be returned to the Company, the expense, responsibility and risk of delivering the Product to the Company shall be borne by the Customer. The Company shall assume the expense and responsibility of redelivering the Products to the Customer. In any case where the Company reasonably determined that the Hardware is not defective within the terms of the warranty, the Customer will pay the Company all costs of handling, transportation and repairs at the Company's then prevailing rates.

8.6 The stated warranties apply only to the Customer and not the end user of the Hardware and are contingent upon proper treatment and use of the Product with no unauthorised modifications having been undertaken or attempted and upon the storage of the Product under safe and suitable conditions.

8.7 The Customer will be solely responsible for installation and training and the Company disclaims all liability in this regard.

8.8 Where the Hardware includes data communication equipment and data transmission speeds are given in relation to any item of Hardware, these are at all times subject to any conditions of the applicable telecommunications utility provider relating to the use of the relevant modem at the speeds indicated and to the capability of any of that provider's equipment to which the Hardware is linked.



8.9 Where the Hardware is installed for use in conjunction with other products not supplied by the Company the Customer will be solely responsible for ensuring that the Products are compatible with such other products, and the Company disclaims all liability in this connection.

8.10 The supply of Hardware to the Customer does not convey any ownership of or license to exploit any of the proprietary rights of the Company in the Hardware. Any such proprietary rights granted to the Customer by the Company will be granted only subject to a separate restrictive, non-transferable, non-exclusive license agreement. All operating instructions, manuals and other documentation referencing the Hardware and supplied by the Company are subject to copyright and shall not be copied or disclosed to any third party without the prior written consent of the Company or the copyright owner, as the case may be.

8.11 All customer & supplier credit balances and overpayments are assumed to be provisions for further trading activity and reclaimable (in writing or by invoice) for up to three years from date of original transaction, after which they shall become the property of the Company.

9. Limits Of Liability

9.1 Subject to Clause 9.2:

9.1.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the Price where such liability arises from or in connection with:

a) any breach of these Terms and Conditions;

b) any use made or resale by the Buyer of any of the Products, or of anything incorporating any of the Products;

c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract;

d) the performance or contemplated performance of the Contract.

9.1.2 the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

9.2 Nothing in these Terms and Conditions excludes or limits the liability of the Company:

9.2.1 for death or personal injury caused by the Company's negligence, or;

9.2.2 under Section 2(3) of the Consumer Protection Act 1987, or;

9.2.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability, or;

9.2.4 for fraud or fraudulent misrepresentation.

10. Force Majeure

The Company shall not be liable for failure to perform its obligations in the event such performance is prevented or hindered by reasons of Force Majeure. For the purposes of this clause, "Force Majeure" shall mean all causes or circumstances beyond the reasonable control of the Company (including without prejudice to the generality of the foregoing any delays arising from the act, omission or default of any of the Company's suppliers or sub-contractors).

11. Export And Re-Export Limitation

Notwithstanding anything to the contrary in these Terms and Conditions, delivery of some or all of the Products may be subject to the Company or its suppliers obtaining the required export license or other authorisation from the appropriate governmental authority.

12. Telecommunications Requirements

When computer equipment is connected to a public network, ie a switchboard or telephone network, certain regulations of the telecommunications provider apply. It is the sole responsibility of the Customer to ensure compliance with such regulations.

13. Life Endangering Applications

The Products are designed for standard commercial use and are not intended to be installed or used in hazardous or life-threatening environments or for potentially life-endangering applications, including but not limited to environments or applications involving safety critical systems in the nuclear industry or the control of aircraft in the air. The Customer undertakes



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not to use or supply the Products for any of these purposes and agrees to indemnify and hold the Company harmless from and against all liabilities and related costs arising out of the use of any of these purposes.

14. Law and Jurisdiction

The Contract shall be subject to and interpreted with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts in all matters arising out of the Contract.

15. General

15.1 This Contract constitutes the entire agreement between the parties with regard to the sale and supply to the Customer of Products. Each party confirms that it has not relied upon any representation not recorded in this document inducing it to enter into the contract.

15.2 No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of the contract.

15.3 The Customer shall not assign its rights or obligations under the Contract except with the prior written consent of the Company.

15.4 Failure by either party at any time to enforce any of the provisions of the Contract shall not be construed as a waiver by that party of any such provisions nor in any way affect the validity of the contract.

15.5 In the event that any or part of the Contract shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severable from the remaining terms conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

15.6 Any notice to be served by either party pursuant to the Contract is to be sent by registered mail or hand delivery to the other party's address as specified in the Invoice.

16. Consumers

16.1 In the event that the Customer is a consumer then this Clause 16 shall apply and shall take precedence in the event of any conflict with any other provision of these Terms and Conditions. For the purposes of this clause the term "consumer" shall mean a private person buying Products for private use.

16.2 Nothing in these Terms and Conditions shall affect any statutory rights of the Customer as a consumer.

16.3 In the event that the Customer is a consumer and has purchased Products from the Company without face to face contact, the Customer may cancel the purchase within 14 working days of delivery of the Products by written notice to the Company.

16.4 Should the Customer cancel the Contract in accordance with this Clause, the Customer must return the Products to the Company together with the original packaging and, except where the products were substitutes for those ordered by the Customer (in which event the Company will bear the cost of returning the Products), at the cost of the Customer. Where the Customer returns the Products he/she must ensure that the Products are properly and securely packed so as to avoid damage in transit. Prior to returning the Products, the Customer should obtain a Returned Materials Authorisation Number ("RMA Number") by contacting the Company's Customer Services Manager. The number must be quoted on all returned Products in order that they may be properly identified. The Company cannot be held responsible for Products returned without an RMA Number.

16.5 The right to cancel under Clause 16.3 does not apply to Products made to the Customer's specifications nor to Software where the seal has been broken.

16.6 The Customer is hereby given notice that:

16.6.1 his/her Contract is with Upgrade Options Limited, Clocktower, Greenhills Rural Enterprise Centre, Greenhills Estate, Tilford, Surrey, GU10 2DZ, England, a limited company with Company Registration Number 02873785. The Company's telephone number is 0871 231 1900 and the facsimile number is 0871 231 1921. In the event that the Customer has any questions or complaints in relation to the Contract, the Customer may address these to the Customer Services Manager at the above address or by telephone on 01252 797665;

16.6.2 the description of the Products and their main characteristics, the price, delivery costs and arrangements for payment, delivery or performance by the Company of this Contract are set out as the case may be in the Company's advertising materials and/or on the Company's website and/or in any quotation or proforma invoice and/or in these Terms and Conditions (and these Terms and Conditions take precedence in the event of any conflict).



16.7 In the event that the Customer cancels the Contract for the purchase of the Products in accordance with Clause 16.3 above, the Company will endeavour to refund all monies paid by the Customer in that respect within 14 days of the date of cancellation, provided that the Customer has returned the Products to the Company in accordance with Clause 16.4 above. In the event that the Company has to recover the products at its expense or the Customer returns the Products at the Company's expense, then the Company shall be entitled to deduct the direct costs thereof from the monies paid by the Customer and refund the difference only

17. Data Protection

17.1 By placing an order for Products with the Company the Customer consents to the Company holding and processing any personal data which the Customer may provide, consents to receive marketing communications (including by e-mail) from the Company or any associated company or undertaking and consents to the transfer of such personal data to an associated company or undertaking whether in or outside the EEA. The Customer may instruct the Company not to use the Customer's personal data for marketing purposes by giving written notice to this effect to the Company at its address stated above.

17.2 The Company undertakes to comply with applicable data protection laws in all processing of the Customer's personal data.