

Company Details

PLEASE COMPLETE IN BLOCK CAPITALS

Account Manager

Full Company Name

Telephone Number

Trading Name [If Different]

Fax Number

Name of Holding Company

E-mail Address

Trading Address

Delivery Address

Registered Address [If different]

Please select a company type

- Sole Trader Partnership
 Limited Company Public Limited Company

No. of Employees

Turnover

Date Commenced Trading or Incorporated

Company Reg No.

Date of Last Audited Accounts

VAT Number

Directors Details

Directors Name(s) and Company's Secretary

Sole Trader and/or Partners Details

Home Address

Financial Details

Financial Controller

Contact Number

Accounts Contact Number

Accounts Contact Fax Number

Auditors/ Accountants

Auditors/ Accountants Telephone Number

Bank Details

Bank/ Building Society Name

Bank Manager

Account Number

Bank/ Building Society Address

Telephone

Sort Code

Fax Number

IBAN No

Trade References

Company Name

Contact Name

Address

Telephone

E-mail

Company Name

Contact Name

Address

Telephone

E-mail

Terms And Conditons of Trade

1. Definitions

- (a) "The Company" means Geekay Distribution LLC, Suite A103, Jebel Ali Bldg, Shk. Zayed Rd, Dubai, UAE.
- (b) "The Customer" means the person, persons or company named on the Agreement overleaf and where more than one shall refer to them as jointly and severally.
- (c) "The Goods" means those items described overleaf to be provided by the Company to the Customer.
- (d) "The Price" shall mean the amount, payable for the Goods excluding VAT if applicable.

2. Status and Conditions

- (a) These provisions shall apply to all Contracts between the Company and the Customer for the supply of Goods from the Company to the Customer notwithstanding and to the exclusion of any terms or conditions which the Customer may purport to incorporate under an purchase order, letter of order, confirmation of order or similar document.
- (b) Any and all future orders shall be deemed to be offered by the Customer to contract with the Company pursuant to the terms and conditions unless the Company shall amend these terms or notify the Customer to the contrary.
- (c) Any variation to these terms and conditions may only be made in writing by the Company and unless so made shall have no effect.
- (d) This Contract is governed by the law prevailing in the United Arab Emirates.
- (e) All previous representations whether oral or all in writing, and all terms agreed orally or in correspondence and all implications arising from conduct or the previous course of dealing (if there be any such) are hereby cancelled and excluded save to the extent that the same may appear in these conditions.
- (f) The Company shall not be liable for any oral or private agreements or arrangements entered into between any employee of the Company and the Customer save where any such agreement or arrangement is covered by these terms and conditions and in any of the case any such agreements or arrangements shall have no effect.

3. Provision for the Supply of Goods

- (a) Time is hereby declared not to be the essence of this Contract but the Company undertakes to use its best endeavours to supply the Goods as quickly as possible.
- (b) In the event that the Company is unable to meet its obligations in respect of the agreed date for the supply of the Goods this shall form a breach of Warranty only and the Customer shall not be entitled to terminate the Contract or reject the goods. The Company shall not be liable for any damages at all if the delay is caused by force majeure, Act of God, adverse weather conditions, flooding or any such unforeseen circumstances.

4. Orders

- (a) All orders are subject to availability of the goods and the written acceptance by the Company's authorised representative. Any prior confirmation by the Company by facsimile or telephone shall be deemed to be provisional only.

5. Prices

- (a) Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication of price and range of goods offered and no prices, descriptions, or other particulars contained therein shall be binding on the Company.
- (b) All quoted or listed prices are exclusive of Value Added Tax or any other taxes and are based on the cost of supplying the Goods to the Customer and if before delivery, there is an increase in such costs in respect of Goods which have not yet been delivered the price payable shall be subject to amendment without notice at the Suppliers discretion.

6. Manufacturers Specification

- (a) The Company will not be liable in any respect for any loss of damage caused by resulting from any variation for whatever reason in the Manufacturers specification or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. The Company will endeavour to advise the Customer of any such impending variation as soon as it receives notice there of from the Manufacturer.

7. Guarantee

- (a) In respect of Goods the subject of any warranty or guarantee given by the Manufacturer of the same, the Company guarantees to the Customer that such goods will be free from defects caused by faulty materials of poor workmanship for a period stated by the Manufacturer. Under this warranty the Company will, at the option, either repair or give a replacement of equivalent quality or issue credit to the Customer for any goods found to be defective because of faulty maintenance by the Company or poor workmanship provided, that:-

- i. The company is notified in writing within 7 days of the Customer first discovering any such defects.
- ii. The Goods have been used in an appropriate manner and/or as prescribed in the operating instructions (if any).
- iii. The defective Goods are returned, along with a copy of the purchase invoice to the Company, at the Customers expense.
- iv. Examination by the Company of such Goods proves that such defects exist and have not been caused by misuse, neglect, accident, improper storage installation or handling or by repair or alteration not affected by the Company.
- v. The Goods not having been modified or repaired otherwise than by the Company or otherwise interfered with and
- vi. The Customer shall pay to the Company the costs (as certified by the Company) for any examination of such goods that proves that the defects were caused by misuse, neglect, accident, improper storage installation or handling or by repair or alteration by unauthorised service centres, as a result of which the Company denies liability.

8. Return of Equipment

- (a) Goods will not be accepted by the Company until a Return Material Authorisation (RMA) is obtained and the Goods have been returned to us at the Customers expense. All Goods must be returned in good condition and together with all parts and instruction manuals pertaining to the Goods which are being returned.
- (b) All goods returned to Geekay Distribution LLC as a return or faulty item must be shipped and insured by the sender.

9. Payment

- (a) The price quoted shall be payable by the Customer to the Company within the specified number of days as set out, for the avoidance of doubt the Company will regard any invoice which remains unpaid after that time or 30 days from the date of any such invoice rendered by the Company to the Customer, whichever is earlier, as late for the purposes of the remaining parts of this clause and for the avoidance of doubt the date of the invoice shall not refer to the date that the Customer actually received the invoice.
- (b) Payment may be made by cheque, bankers draft, or electronic wire transfer.
- (c) The time for payment of the price shall be of the essence.
- (d) In the event that the Customer fails to make payment in accordance with the sub-clauses at (a) and (b) above, they shall be liable to the Company for the price, any and all costs thereon and interest at the prevailing rate from time to time there under.
- (e) It is hereby agreed that the property of and title to the goods provided by the Company to the Customer under this Contract shall not pass until full payment has been made by the Customer. Risk in the Goods will however pass to the customer on delivery. The Customer hereby irrevocably grants permission to the Company for the right to enter onto the Customer's premises to recover the goods in the event that the Customer fails to make full payment and the Customer hereby acknowledges its obligation and duty to the Company.
- (f) The Company shall have the right to re-sell any goods not paid for by the Customer pursuant to Clause (b) above by giving 7 days written notice to the Customer.
- (g) Nothing in this clause shall prejudice the right of the Company to claim damages against the Customer in respect of any other unpaid invoices.

10. Exclusion and Limitation

- (a) The Company shall be under no liability to the buyer for indirect or consequential loss sustained by the Customer following breach of this Contract by the Company. Consequential loss shall include, but not be limited to, loss of profit.
- (b) In any event, the Company's liability to the Customer arising out of any breach by the Company of this Contract shall be limited to damages and such damages shall under no circumstances exceed the price.
- (c) The Company shall not be liable for the loss of damage to software programme and/or data stored on all types of storage media, repair or upgrade of any goods whether or not the same are under warranty.

11. Dispatch

- (a) Any times quoted for dispatch are to be treated as estimates only and without prejudice, although every endeavour will be made by the Company to adhere to them. Quotations or offers of goods ex stock are subject to the Goods being unsold at the time of receipt of the Customers written order.

12. Severability

- (a) If and to the extent that any provision or any part of the provision of the Company's standard Terms and Conditions of Trade is illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant position (as the case may be) all which remaining provisions shall remain in full force and effect.

13. Cancellation

- (a) The Company shall be under no liability to the buyer for indirect or consequential loss sustained by the Customer following breach of this Contract by the Company. Consequential loss shall include, but not be limited to, loss of profit.
- (b) In any event, the Company's liability to the Customer arising out of any breach by the Company of this Contract shall be limited to damages and such damages shall under no circumstances exceed the price.

14. Notice

- (a) It is your responsibility to notify us of any change to your company trading style. Notification must be immediate, in writing when you commence trading under a different style. You will then be sent a new data sheet which needs to be signed and sealed to continue trading with us.

Terms and Conditions of Trade

I the undersigned with our company seal, do hereby agree to these Terms and Conditions of Trade

Name

Position

Date

Signed _____

Please ensure all sections are complete and return to us by e-mail, fax or post. You can find details of where to send your form at the top of this application. You should also send a copy of your company's Trade License, Certificate of Incorporation, and a Letter of Introduction, which should be on your company letterhead and have the Directors name and signature.