

# UNIWELL SYSTEMS (UK) LTD

## Account Application Form

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Challenge Way  
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BB1 5US

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# ACCOUNT APPLICATION FORM

PLEASE COMPLETE IN BLOCK CAPITALS

COMPANY DETAILS	
FULL COMPANY NAME:	
TRADING NAME (IF DIFFERENT FROM ABOVE):	
VAT NUMBER:	
DATE ESTABLISHED:	□□ □□ □□
INVOICE ADDRESS:	
POSTCODE:	□□□□ □□□
TEL NO:	
FAX NO:	
SALES CONTACT:	
ACCOUNTS CONTACT:	
BANK DETAILS	
BANK NAME:	
BANK ADDRESS:	
POST CODE:	□□□□ □□□
TEL NO:	
ACCOUNT NO:	□□□□□□□□□□
SORT CODE:	□□ □□ □□
TYPE OF ACCOUNT:	
ACCOUNT HELD SINCE:	
IF LESS THAN 6 MONTHS GIVE PREVIOUS BANK DETAILS:	
ACCOUNT NO:	□□□□□□□□□□
SORT CODE:	□□ □□ □□

LIMITED COMPANY DETAILS	
COMPANY REGISTRATION NUMBER:	
REGISTERED OFFICE ADDRESS:	
POSTCODE:	□□□□ □□□
TEL NO:	
FAX NO:	
DATE OF INCORPORATION:	
AUTHORISED SHARE CAPITAL:	
ISSUED SHARE CAPITAL:	
TYPE OF BUSINESS	
TYPE OF BUSINESS:	
<input type="checkbox"/> PLC	<input type="checkbox"/> Limited Co.
<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership
CONNECTIONS WITH OTHER COMPANIES	
STATE ANY ASSOCIATED COMPANIES:	
Have the directors/proprietors had any previous dealings with Uniwell Systems (UK) Ltd? (Please give details)	

TURNOVER OF COMPANY	
PREVIOUS YEAR'S TURNOVER	£
FORECAST TURNOVER THIS YEAR	£

## DETAILS OF ALL DIRECTORS, PROPRIETORS, PARTNERS

NAME: _____  DATE OF BIRTH: _____  HOME ADDRESS: _____ _____ _____  POST CODE: _____ □□□□ □□□□  TEL NO: _____	NAME: _____  DATE OF BIRTH: _____  HOME ADDRESS: _____ _____ _____  POST CODE: _____ □□□□ □□□□  TEL NO: _____	NAME: _____  DATE OF BIRTH: _____  HOME ADDRESS: _____ _____ _____  POST CODE: _____ □□□□ □□□□  TEL NO: _____	NAME: _____  DATE OF BIRTH: _____  HOME ADDRESS: _____ _____ _____  POST CODE: _____ □□□□ □□□□  TEL NO: _____
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## TRADE REFERENCES (Please list two major suppliers)

**Trade Reference 1:**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POST CODE: □□□□ □□□□      TEL NO: \_\_\_\_\_      FAX NO: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

APPROX. MONTHLY PURCHASES FROM THIS COMPANY £ \_\_\_\_\_      PERIOD OF TRADING \_\_\_\_\_

**Trade Reference 2:**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POST CODE: □□□□ □□□□      TEL NO: \_\_\_\_\_      FAX NO: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

APPROX. MONTHLY PURCHASES FROM THIS COMPANY £ \_\_\_\_\_      PERIOD OF TRADING \_\_\_\_\_

**In order for an application to be processed the information on this form must be completed**

# UNIWELL SYSTEMS (UK) LTD

## TERMS & CONDITIONS OF SALE

### 1. DEFINITIONS

“The Seller” means Uniwell Systems (UK) Ltd.

“The Buyer” being the person, firm or company named below.

“The Products” being all items supplied by the Seller including hardware, software, firmware, manuals, documentation, labour and support charges.

2. Each invoice for any item of the Products shall be paid in full by the Buyer within the time specified below or if not specified, within 30 days from the date of such invoice.

3. The title to all the Products shall remain vested in the Seller until the full purchase price thereof shall have been paid in accordance with the terms of the invoice rendered to the Buyer.

4. The Seller shall not be liable for any delay or for any consequence of any delay in the delivery or commissioning of any of the Products, if such delay shall be due to circumstances beyond the Seller’s reasonable control.

5. The Seller warrants that the Products, where appropriate, shall be in working order on delivery to the Buyer.

6. The Seller warrants that Hardware Products shall be free from defects in workmanship and material under normal use and service but the Seller’s entire liability under this warranty is to repair or replace free of charge any components which are found to be defective within twelve months of delivery of the Products.

7. Warranty coverage will not be extended for repairs made necessary by damages due to fire, water, storm, burglary, power line fluctuations, spillage, accident, negligence or abuse. The warranty specifically excludes damages to the printer heads or printer motors caused by paper jams or insertion of foreign objects between the printer head and print surface. Any repair resulting from such cause or events will be performed only after Buyer approval of estimated costs to repair.

8. The Seller shall not under any circumstances whatsoever be liable for any loss or for any consequence of any loss arising out of any cause whatsoever and in particular out of any malfunction or defect in or failure of any of the Products or any loss of the use of any item or component.

9. Claims arising out of shortages or damages whilst goods are in transit must be notified to the Seller within 48 hours of receipt of goods.

10. The Seller will not accept return of Products for whatever reason without prior written agreement between the Buyer and the Seller. The Buyer shall always quote the goods return authority number. The seller reserves the right to impose a re-stocking charge in respect of goods returned due to being either, incorrectly ordered, surplus to requirements or goods not paid for.

11. All software supplied either separately or embedded in Products is supplied without warranty as to fitness for purpose and subject to such manufacturers/licensing conditions as may apply. In any event Uniwell’s liability is restricted solely to that of replacing faulty media within a 90 day warranty period.

12. The Seller shall not be liable for and the Buyer shall indemnify the Seller against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation of the Products and from negligence default or misuse by or on the part of the Buyer or any person or persons other than the Seller. This indemnity shall extend to any costs and expenses incurred by the Seller and shall continue in force notwithstanding any termination of this agreement.

13. Neither the Buyer nor the Seller shall be bound by any variation waiver of or addition to these conditions except as agreed by both parties in writing and signed on their behalf.

14. In the event of the Products being in any way modified or altered without prior authority of the Seller then any liability of the Seller under these conditions shall terminate forthwith.

15. The Seller does not provide support to end users, the Seller’s only obligation is to provide support where appropriate to the Buyer.

16. The Seller makes no warranty whatsoever as to fitness for purpose of the Products and even where the Seller may offer advice to the Buyer it is the Buyer’s sole responsibility to establish that the product is suitable for the purpose to which it is supplied to an end user.

17. The Seller reserves the right to levy a surcharge on all invoices or part invoices remaining unpaid 30 days beyond the due date.

18. The buyer agrees to observe the Uniwell selection criteria for dealers as per the dealer application form.

19. These conditions shall be subject to and construed in accordance with English Law.

### DECLARATION

The terms and conditions of sale as stated above have been read together with the accompanying notes and I/We understand that these may be amended from time to time. All relevant enclosures as requested are included with this form. I/We understand that Uniwell Systems (UK) Ltd will carry out regular checks to ensure credit worthiness is maintained. I/We understand that payment terms are 30 days from the date of invoice and that title in any goods does not pass until monies due on the account have been paid.

COMPANY/TRADING TITLE: .....

SIGNED: ..... NAME: ..... DATED: ..... POSITION: .....

# UNIWELL SYSTEMS (UK) LTD

## ACCOMPANYING NOTES

### SELECTION CRITERIA FOR UNIWELL AUTHORISED DEALERS

Uniwell uses the following criteria for selecting its authorised dealers. Uniwell evaluates the capacity of the applicant to meet the criteria based on the information requested in the Dealer Application Form and contained in the Dealer's Business Plan.

General Criteria Applicable to all Uniwell ECR/EPOS Products:

1. **Experience:**

The dealer must have a minimum of two years experience in selling ECR/EPOS products and providing high level technical support services for such products to end-user customers.

2. **Organisation:**

The dealer must have an administrative and logistical organisation and procedures to handle its purchasing, sales, marketing and support activities.

3. **Facilities and Demonstration Products:**

The dealers premises must be of sufficient size for displaying and demonstrating Uniwell products and ensuring a professional environment that will not harm Uniwell's reputation. The dealer must be willing and able to display and maintain at each approved location at least one working unit of each type sold.

4. **Availability of Products:**

The dealer must be willing and able to maintain sufficient availability of products, accessories, supplies, promotional materials and sales literature to meet customer demand.

5. **Sales and Support Staff**

The dealer must have at each approved location at least one qualified and trained sales and support employee who is able to demonstrate Uniwell products, their applications, configurations with other products and their installation and support requirements.

6. **Pre-Sales Support:**

The dealer must be willing and able to provide pre-sales support to its customers, including assistance in selection of Uniwell products, answering enquiries about the products and testing the products in the configurations in which they will be used with a view to ensuring full customer satisfaction.

7. **Post-Sales Support:**

The dealer must be willing and able to provide training, installation services and on site hardware and software support or arrange for same through another Uniwell authorised dealer or Uniwell approved third party. It is the dealer's responsibility to ensure that spare parts and back up units are available to provide satisfactory customer support.

8. **Finance:**

The dealer must have a favourable banker's reference and credit rating. The dealer must adhere to Uniwells' payment terms and operate their account within the agreed credit limit provided by Uniwell. This will be advised upon request.

9. **Business Practices:**

The dealer must adhere to Uniwell Systems (UK) Ltd's standards of business conduct and be committed to ensuring customer satisfaction.

10. **Termination:**

Uniwell reserves the right to discontinue supply of products where the dealer consistently fails to observe the selection criteria.

## CREDIT FACILITIES FROM UNIWELL SYSTEMS (UK) LTD

Estimated Monthly Turnover on Uniwell Products      £.....

Credit Limit Requested      £.....

N.B. For any credit limit over £3,000 we will require your latest audited accounts.

Please indicate if you are willing to provide directors or personal guarantees in the event that additional credit is requested over and above the agreed credit limit.

YES/NO (Please delete as appropriate)

### DECLARATION

I/We hereby apply to open a trade credit account with Uniwell Systems (UK) Ltd. I/We declare that the information given is complete and accurate.

Signed: .....      Name: .....      Position: .....

Dated: .....