

**Geemarc Telecom SA**  
 Parc de l'Etoile  
 2, rue Galilée  
 59760 Grande-Synthe  
 France  
 Tel: 0033-2858-7575  
 Fax: 0033-2858-7576

**Geemarc Telecom SA**  
 5 Swallow Court, Swallowfields  
 Welwyn Garden City  
 Herts, AL7 1SB  
 Tel: 01707-372372  
 Fax: 01707-372529

**WEBSITE: [www.geemarc.com](http://www.geemarc.com)**

Company Name: \_\_\_\_\_

Company Registration No: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Date Established:    /    /

Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Fax no: \_\_\_\_\_

Email: \_\_\_\_\_

Post Code: \_\_\_\_\_

Type of Business (please tick)      Limited Co.       Partnership       Sole Trader

Names of directors / Partners / Proprietor: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Bank Account No: \_\_\_\_\_

Address of Bank: \_\_\_\_\_

Please supply two trade references:

Name	Name	Address	Address

Signed by the customer in accordance with the signing mandate held by the bank

I/We \_\_\_\_\_ Authorise \_\_\_\_\_ Bank plc

To provide a status enquiry on me/us as detailed above to Geemarc Telecom SA for reference purposes only.

I/We understand that a copy of the Bank's reply can be sent to me/us upon request.

Signed \_\_\_\_\_ Date \_\_\_\_\_

I/We hereby apply to open a trading account with Geemarc Telecom SA and declare that the information given above is complete and accurate. The conditions of sale as stated overleaf have been accepted and I/We understand that these may be amended as and when required.

Authorised Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

**ALL CHEQUES MUST BE REMITTED TO GEEMARC TELECOM SA SALES LIAISON OFFICE AT WELWYN GARDEN CITY**

## TERMS AND CONDITIONS

1. In these Terms and conditions GEEMARC TELECOM SA Sales Liaison Office of 5 Swallow Court, Swallowfields, Welwyn Garden City, Herts, AL7 1 SB are hereafter referred to as "the Seller" and "the buyer" is used to refer to the Company, firm or individual specified overleaf.
2. The Buyer shall notify the Seller in writing within 4 working days of delivery of any goods to the Buyer by the Seller or the Seller's agents of any claim in respect of damage to the goods at the time of delivery or any claimed shortfall and it shall be the duty of the Buyer to make sufficient investigation to determine whether a claim for such damage or shortfall or short delivery should be made and the Seller hereby exempts and excludes any liability for losses suffered by the Buyer as herein specified in circumstances where the Buyer does not notify the Seller as herein before provided.
3. The Buyer hereby excludes all of any direct or contingent liability for act of god, strikes, industrial disputes, civil unrest, unlawful trade dispute, lock outs, wars, civil commotion, industrial disruption and breakdown, accidents, terrorism or any other causes outside the Seller's immediate control and in particular the Seller shall not be liable for any delays in delivery thereby caused and time of delivery shall not be of the essence of the Contract and in the event of delays beyond the Seller's control they shall be entitled to a reasonable extension of time in which to make deliveries.
4. The Seller hereby exempts and excludes all or any consequential loss suffered by the Buyer or by those claiming through the Buyer as a result of the supply or non supply by the Seller of the contractual goods to the Buyer.
5. In respect of Contractual goods supplied by the Seller to the Buyer which have not been paid for the Buyer shall be deemed to hold such goods as a bailee of the Seller and shall:
  - a] Mark the goods, or where packed in cases the exterior of each case, with a clearly printed notice specifying that the goods belong to the Seller.
  - b] Keep the said goods so marked separate from the Buyer's own goods and chattels.
  - c] Notify the Seller forthwith of any attempted execution of levy of distress upon the goods.
    - i] Property in the said goods shall not pass to the buyer until payment in full by the Buyer to the Seller but notwithstanding the provisions of the Sale of Goods Act 1979 the risk of loss and damage to the goods shall be the Buyer's at all times after delivery of the goods.
    - ii] The Buyer shall have the express authority of the Seller to dispose of the Seller's goods as if they were the Buyer's free and unencumbered property and to pass good title thereto and notwithstanding the foregoing the Buyer shall stand in a fiduciary position to the Seller in respect of the proceeds of such sales and shall hold such monies or the things or chattels into which such monies have passed upon trust for the Seller to the extent of the Seller's claim for the price of the goods supplied.
6. The price specified by the Seller to the Buyer shall be the subject to variation as follows:-
  - a] The price of any goods the whole or part of which are undelivered at the time of receipt by the Buyer or the Seller's Notice of price variation ("the Notice") shall be increased by the sum specified (the additional price) in the Notice.
  - b] The Seller shall calculate the price variation at any time when the reason of a variation in the exchange rates between the currency in which the Seller has contracted to purchase the goods being sold to the buyer and the Pound Sterling.
    - i] The price paid by the Seller to its supplier for those goods increases by more than five per cent compared with the price that would have been payable by the Seller at the exchange rate ruling at the time the Seller ordered the said goods.
    - ii] There shall not be a price variation where by reason of exchange rate fluctuations as aforesaid the price in Sterling to the Seller is diminished.
7. The Buyer shall pay the contract price and any additional price notice of which has been given under Clause 6 hereof within seven days from the date of the original invoice unless another is agreed and specified in the invoice. Time shall be of the essence in respect of payment by the Buyer to the Seller in respect of the price and additional price.
  - a] Non-Payment by the Buyer of either the price or the additional price to the Seller as specified hereinbefore shall entitle the Seller without prejudice to the Seller's other rights and remedies whatsoever to a contractual rate of interest at 5% above the base rate for the time of HSBC Bank plc.
  - b] Non-Payment by the buyer as specified hereinbefore shall entitle the Seller at the Seller's sole discretion to treat the whole contract as repudiated notwithstanding that is a contract for delivery and payment by instalments and the Buyer's default relates only to one or more such instalments. Similarly, non-acceptance or refusal to take delivery of contractual goods by the Buyer shall entitle the Seller at the Seller's sold discretion to treat the whole contract as repudiated in the manner hereinbefore specified.
  - c] Non-Payment by the Buyer as specified hereinbefore shall without prejudice to the generality of the foregoing entitle the Seller to withhold delivery of any goods sold to the Seller to the Buyer under any contract whatsoever and the Seller shall be entitled to exercise a general lien on any of the Buyer's goods in the Seller's possession with all outstanding sums due from the Buyer to the Seller have been paid in full.
8. The Seller excludes any liability whatsoever arising from any change by the Seller or suppliers to the Seller of the Style, name, packaging, get up or specification of the contractual goods and the Seller shall not be required to give the Buyer Notice of such changes which are made.
9. Any notice required to be given under this contract shall be deemed to be validly delivered if sent by pre-paid first class post and addressed to the registered office or principal place of business of either the Buyer or Seller and shall be deemed to be served one day after posting.
10. This Contract shall be construed in accordance with English Law and shall be justifiable only in the Courts of England and Wales.

