Please fill in all boxes to prevent any delays on your application

Credit Application Form

ebuyer.com

Ebuyer Account Number: Ebuyer Account Manager:

Please Note: Credit applications may be delayed or rejected if you do not enter your Ebuyer account number in the box provided above.

Company Information

Account Type: * Ltd ☐ PLC ☐ LLP ☐ Partnership ☐ Sole Trader ☐ Academy ☐

Company Name: * Trading As: *

Parent Company: Company Reg. No: * Does not apply for Sole Trader

Registered Address: * Trading Address:

Registered Office Contact: * VAT no:

Purchasing Contact: * Telephone: * Email: *

Accounts Contact: * Telephone: * Email: *

Required credit Limit: * Estimated I.T Spend: *

Estimated Office & Stationery Spend: *

Website Address: *

Bank Reference

Name of Bank: *

Address: *

Bank Acc No: *

Sort Code: *

Trade References

Company Name: * Company Name: *

Address: * Address: *

Directors

1st Owner/Director: * 2nd Owner/Director:

Finance Director Finance Manager *

Print Name: .....

Signature: .....

Position: ..... Date: ..... / ..... / .....

Ebuyer Payment Bank Details:
The Royal Bank of Scotland Commercial Services Limited.
Smith House,
PO Box 50, Elmwood Avenue,
Feltham Middlesex TW13 7QD
Please send remittance advices to
creditcontrol@ebuyer.com

Sort code: 62-31-60
Account Number: 81359446

All Payments must be received within 30 days from DATE OF INVOICE. To process an application we reserve the right to approach the references supplied where applicable costs will be paid by the applicant. Please note all information is will be treated in the strictest confidence. Credit applications and any subsequent credit facilities are all subject to Ebuyer terms and conditions of trading. Ebuyer reserve the right to request further identification and refuse applications.

Please sign and date the application along with page 5 of the terms and conditions, returning all 6 pages to:

B2B Credit Applications, Ebuyer UK LTD, Howden, East Yorkshire, DN14 7UW **email:** creditcontrol@ebuyer.com

Please Note: Credit applications may be delayed or rejected if each page is not signed and dated and requested details are missing.

Ebuyer UK Limited
Terms & Conditions (1 of 5) - Business Sales Only

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

1. General

1.1 ebuyer.com (the "Website") is owned by Ebuyer (UK) Limited, a company registered in England (company number 3941136) with a registered office at The Nest, Falkland Way, Barton-Upon-Humber, DN18 5RX.
1.2 You are registered with us as a business customer and these are the Terms and Conditions of sale (the "Terms") that apply to transactions between you and us.
1.3 By purchasing any products from us (the "Product(s)") and by using the Website or submitting orders in accordance with condition 2.3 you acknowledge that you have read and you agree to be bound by and comply with these Terms.
1.4 A working day is any day other than weekends and bank or other public holidays.
1.5 The Contract is the contract between us and the business customer for the sale by us and purchase by you of the Product(s) in accordance with these Conditions.
1.6 In these Terms, the following rules apply:
1.6.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
1.6.2 A reference to a party includes its personal representatives, successors or permitted assigns.
1.6.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
1.6.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
1.6.5 A reference to writing or written includes faxes and e-mails.
1.7 You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf which is not set out in the Contract. Any representations about the Products shall have no effect unless expressly agreed in writing and signed by one of our authorised representatives.
1.8 Any samples, drawings, descriptive matter, or advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures or on the Website are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or any other contract between you and us for the sale of the Products.

2. Purchase of Products

2.1 The placing of a Product on our Website is an invitation to accept offers for such Product and is not an offer to sell at the listed price nor is it binding on us. We are under no obligation to accept your order (whether or not the order has been acknowledged and payment made).
2.2 You shall ensure that the terms of your order are complete and accurate.
2.3 If we agree to allow you to open a managed trade account (a "Trade Account") with us you may email, telephone or fax us with your order. We will then manually input your order into our online Website system to process the order (such orders shall be referred to as "Manual Input Order(s)"). You will then be sent an order acknowledgement containing details of your Manual Input Order which you must check for any errors, this is your responsibility. If you discover any errors you must notify us within 1 working day of the date of the order acknowledgement otherwise we will not be able to make changes to the order details and we are not responsible or liable to you for such errors unless we have failed to correct them following notification from you received within the 1 working day time limit.
2.4 After placing an order, including Manual Input Orders, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Products.
2.5 All orders, including Manual Input Orders, are subject to acceptance by us, we will notify you by email confirming whether we have accepted your order (the "Acceptance Confirmation"). At the same time, if we have accepted your order, we will notify you of delivery dates. The contract between us ("Contract") will only be formed when we send you the Acceptance Confirmation for your order.
2.6 The Contract will relate only to those Products whose order we have confirmed in the Acceptance Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the acceptance of such Products has been confirmed in a separate Acceptance Confirmation.
2.7 Any order, including Manual Input Orders, (whether or not accepted) is subject to availability of the Product. If the Product becomes unavailable prior to delivery we will notify you as soon as possible following the Acceptance Confirmation. Either us or you may then cancel the part(s) of the order relating to the unavailable Product (including those Products which can be reasonably linked to the unavailable Product) or we will, where possible, give you the choice of purchasing an alternative from us (an "Alternative"). A full refund will be issued to you for all cancelled parts of your order after we have received from you or sent notification of cancellation of the order. If you choose to purchase an Alternative in accordance with this condition 2.7 these Terms will apply. If an Alternative is chosen and payment has already been taken for the order we will refund to you any overpayment or, in the case of an underpayment, you will pay us any additional sums due in relation to the Alternative.
2.8 In the event that a Product is listed or quoted at an incorrect price due to an error, we will notify you within 14 days of the Acceptance Confirmation of the correct price by e-mail, telephone or fax. Either us or you may then cancel the part(s) of the order relating to the incorrectly priced Product (including those Products which can be reasonably linked to the incorrectly priced Product) or you may purchase the incorrectly priced Product(s) at the correct price. If you confirm you want to purchase the Product at the corrected price we will then arrange delivery of the Product to you. If payment has been taken for the Product and you cancel your order we will, on return of the Product (if the Product has been sent out) issue a refund. If only some of the Products you ordered are mispriced it will not affect the order in relation to any Products which were priced correctly.
2.9 For the avoidance of doubt, for ordered Products which are not on our standard stock list, which are being made to your order or which are or have been acquired by us specifically to fulfil your order there will be no right to cancel in respect of those Products.
2.10 Some of our Products are sold as Grade A, Grade B or Ex-Display which means that they may have slight cosmetic defects or may have previously been sent out and sent back as an unwanted item. You accept that such Products may have defects and/or the level of quality in respect of these Products may be reduced and that our warranty in relation to these Products is limited to complying with the definitions relating to these Products. Where Products are Grade A, Grade B or Ex-Display it will be noted in the Product description on the Website.

3. Delivery

3.1 The Products will be delivered to the address you give when you place your order however we reserve the right not to make deliveries outside the United Kingdom. 3.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Products that is caused by a force majeure event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products. 3.3 Risk in the Products passes to you when the Products are signed for at the delivery address stipulated in your order (including Manual Input Orders). We accept no responsibility for any damage to or loss of the Products after the risk passes.
3.4 It is your responsibility to check the Products upon delivery. Upon receipt of your order you will be asked to sign for the Products confirming receipt in good condition. If the Products do not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "unchecked". Failure to do so may affect any warranty or other claims that you make thereafter.
3.5 We will inform you as soon as possible after Acceptance Confirmation if we are unable to deliver the Products to you on the date requested by you and we will, in consultation with you, set an alternative delivery date or period. We shall not be liable to you for any damage or loss you incur as a result of delay in delivery.
3.6 If you fail to accept delivery of the Products and without prejudice to any other rights and remedies available to us, we may store the Products until delivery takes place, and charge you for all related costs and expenses (including insurance) and after a period of 21 working days resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs (including, without limitation, insurance), account to you for any excess over the price of the Products or charge you for any shortfall

below the price of the Products.
3.7 The quantity of any consignment of Products as recorded by us upon despatch shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.
3.8 We shall not be liable for any non-delivery of Products (even if caused by our negligence) unless you give written notice to us of the non-delivery within 2 working days of the date when the Products would in the ordinary course of events have been received.
3.9 Our liability for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

4. Title/Risk

4.1 Risk in the Products shall pass to you in accordance with condition 3.3.
4.2 Title to the Products shall not pass to you until the later of the following:
4.2.1 we have received payment in full (cleared funds) for the Products and all other sums which are or which become due to us for sales of the Products or any other products to you; or
4.2.2 completion of delivery by our carrier.
4.3 Until title to the Products has passed to you, you shall:
4.3.1 hold the Products on a fiduciary basis as our bailee;
4.3.2 store the Products separately from all other goods held by you so that they remain readily identifiable as our property;
4.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
4.3.4 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date the risk passes to you in accordance with condition 3.3;
4.3.5 notify us immediately if you becomes subject to any of the events listed in condition 7.2; and
4.3.6 give us such information relating to the Products as we may require from time to time, but you may resell or use the Products in the ordinary course of your business.
4.4 If before title to the Products passes to you, you become subject to any of the events listed in condition 7.2, or we reasonably believe that any such event is about to happen and notify you accordingly, then, provided that the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Products and, if you fail to do so promptly, enter any of your premises or of any third party premises where the Products are stored in order to recover them.

5. Defective Goods and Warranty

5.1 Where we are not the manufacturer of the Products, we will endeavour to transfer to you the benefit of any warranty or guarantee given to us in relation to the Products.
5.2 Subject to condition 2.10, we warrant on delivery and for a period of 28 days from the date of delivery (warranty period), the Products shall:
5.2.1 conform in all material respects with their description;
5.2.2 be reasonably fit for purpose;
5.2.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
5.2.4 be reasonably fit for any particular purpose for which the Products are being bought if you have made known that purpose to us in writing and we have confirmed in writing that the Products are fit for use for that purpose.
5.3 Subject to condition 5.4 if:
5.3.1 you give notice in writing to us as soon as possible following (but in any event no later than 48 hours after) discovery that some or all of the Products do not comply with the warranty set out in condition 5.1; and
5.3.2 we are given a reasonable opportunity of examining such Products; and
5.3.3 you make available such Products for collection by us or our nominated representative or (if asked to do so by us) return such Products to our place of business at our cost using our nominated carrier,
5.3.4 we shall, at our option, repair or replace the defective Products, or refund the price of the defective Products in full.
5.4 We shall not be liable for Products' failure to comply with the warranty set out in condition 5.1 if:
5.4.1 you make any further use of such Products after giving notice in accordance with condition 5.3; or
5.4.2 the defect arises because of a failure to follow the oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice; or
5.4.3 the defect arises as a result of us following a specification supplied by you; or
5.4.4 you alter or repair such Products without our written consent; or
5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
5.5 You will not have any right to cancel a Contract for the supply of any of the following Products:
5.5.1 computer software which has been unsealed; and
5.5.2 consumable goods except where a fault has been discovered that could not have been identified without unsealing the Products.
5.6 Except as provided in this condition 5 we shall have no liability to you in respect of the Products' failure to comply with the warranty set out in condition 5.1.
5.7 For the avoidance of doubt we have no liability in respect to any consequential losses
5.8 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
5.9 Grade A, Grade B and Ex Display Products are highlighted as being such on our Website at the time you place your order. For such products the warranty and condition 5.1 shall be limited to 90 days.
5.10 You must check the Products on delivery and notify us promptly of any problems or issues and in any event within 2 working days of delivery by email, phone or fax if you have a Trade Account or, otherwise, via the enotes section on the Website and return the Products to us within 5 working days of such notification from you by following our Returns Online procedure. Please note that risk of the Products in transit rests with you by virtue of condition 3.3.
5.11 Please note that any Products returned to us which you claim to be defective will be checked and verified by our technicians. Any returned Products that are not found to be defective will be returned to you and we may charge you for the returned transport costs via your original payment method or hold the Products until full payment has been received by us for the return transport costs.
5.12 Any Products that you return to us are returned at your own risk, therefore you should take reasonable care that any Products to be returned are fully insured, correctly addressed and adequately packed and, if it is agreed by us that you are returning them yourself rather than using our returns collection service, carried by a reputable carrier.
5.13 For Products to be exchanged/replaced, any additional payments required will be taken from you using the same payment method as for the original purchase made by you. Replacement Products will not be despatched until such payment has been received.
5.14 Any refunds given under this Contract will only be made to the account(s) from which payment for the Products was received.
5.15 Where we agree to accept unwanted Products back from you we reserve the right to charge you a re-stocking fee of the higher of 20% of the Product sales price or the sum of £20 which you agree to pay upon re-stocking. Any such returned Products must be unopened and in a fully resalable condition and if they are not or you have not paid the re-stocking fee we may refuse to accept the Products back.

Ebuyer UK Limited
Terms & Conditions (3 of 5) - Business Sales Only

6. Credit Accounts Orders

6.1 You may apply to us in writing to set up a credit trade account which we may grant or refuse in our absolute discretion ("Credit Account").
6.2 If you have a Credit Account you will not have to pay the full sum upon ordering but may pay for any Products ordered by you within 30 days of date of our invoice. All Credit Accounts which are also Trade Accounts are subject to condition 8.2.
6.3 If you do not pay on time we may (without prejudice to our other rights and remedies) suspend your account and/or withdraw the Credit Account in our absolute discretion at any time by email notification to you and also charge interest in accordance with condition 8.5.
6.4 For the avoidance of doubt, if you hold a Credit Account the provisions of this condition 6 apply in addition to the other Terms and also in addition to the Credit Account terms and conditions which have been provided when you open a Credit Account with us but if there is any conflict between the provisions of this condition 6 and the Terms, this condition 6 shall prevail for those with a Credit Account.
6.5 If you hold a Credit Account but choose to order directly from the Website and to pay for your order upfront, the provisions of this condition 6 shall not apply to that order.

7. Insolvency/Incapacity

7.1 If you becomes subject to any of the events listed in condition 7.2, or we reasonably believe that you are about to become subject to any of them and notify you accordingly, then, without limiting any other right or remedy available to us, we may cancel or suspend all further deliveries under the Contract or under any other contract between us and you without incurring any liability to you, and all outstanding sums in respect of Products delivered to you shall become immediately due.
7.2 For the purposes of condition 7.1, the relevant events are:

7.2.1 material breach by you of any of your obligations under this Contract; or
7.2.2 you suspend, or threaten to suspend, payment of you debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply; or
7.2.3 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or makes a proposal for or enter into any compromise or arrangement with yours creditors; or
7.2.4 (being an individual) you are the subject of a bankruptcy petition or order; or
7.2.5 one or more of your creditors or encumbrancers attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or
7.2.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; or
7.2.7 (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or
7.2.8 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or
7.2.9 any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 7.2.1 to 7.2.8 (inclusive); or
7.2.10 you suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or
7.2.11 (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

8. Prices and Payment

8.1 The prices for the Products and delivery are as set out on the Website at the time of purchase or in the case of Manual Input Orders are as set out in our quotation or order acknowledgement. In addition to the price you may be required to pay a delivery charge for the Products details of which are displayed on our Website or in the case of Manual Input Orders are as set out in our quotation or order acknowledgement. Payment is due at the time of order unless you have a Credit Account as set out in condition 6.
8.2 For all orders for Products that are not on our standard stock list, which are being made to your order or which are or have been acquired by us specifically to fulfil your order you must pay 10 per cent (10%) of the total sum, or such higher amount as may be agreed between the parties, due as a non-refundable deposit prior to or upon placing the order. For the avoidance of doubt such order will not be despatched until such time as the full sum is received by us in cleared funds and if you choose to pay in full for the Products upfront then 10 per cent (10%) of the total sum or such higher amount as may be agreed in writing between the parties will be regarded as being your non-refundable deposit.
8.3 Time for payment is of the essence of the Contract.
8.4 The price for the Products shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts you shall pay in addition when you are due to pay for the Products.
8.5 If you fail to pay us any sum due pursuant to the Contract, you shall be liable to pay interest to us on such sum from the due date for payment at the annual rate of 4% above the base rate from time to time of Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
8.6 Payments may also be made by credit or debit card, by BACS transfer or by cheque and we shall not despatch any Products until we receive cleared funds. No payment shall be deemed to have been received until we have received cleared funds.
8.7 If you pay as set out in condition 8.6, your payment will be processed by a secure connection at the time you place your order on the relevant section of the Website.

9. Export Terms

9.1 For the purposes of this condition "Incoterms" shall mean the international rules for the interpretation of trade terms set out in the International Chamber of Commerce Incoterms 2000 and applicable to exports made by us to you under the Contract.
9.2 Where the Products are supplied for delivery outside the United Kingdom the provisions of this condition 9 shall apply notwithstanding the other provisions of these Terms and delivery shall be effected on a DDU (named place of delivery specified the Customer at the time of order) basis as defined by the Incoterms, unless otherwise agreed in writing between us.
9.3 The ordering process and formation of the Contract between us for exports shall be as set out in condition 2 unless otherwise agreed in writing between us.
9.4 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of the Incoterms shall have the same meaning in these Terms but if there is any conflict between the provisions of the Incoterms and this condition 9, this condition 9 shall prevail.
9.5 You are responsible for complying with any legislation or regulations governing the importation, use or sale of the Products in the country of destination, the payment of any duties or taxes on them, the transportation, carriage and storage of the Products including without limitation any obligation to translate any instructions, labelling or packaging into another language.
9.6 The price for orders of the Products to be exported outside the United Kingdom shall be as set out in our quotation or order acknowledgement and shall not include carriage and insurance unless otherwise agreed in writing.
9.7 You may set out desirable delivery times and dates in your order which we shall try to meet but time for delivery shall not be of the essence of the Contract.
9.8 We shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
9.9 Unless otherwise agreed in writing, if you are ordering Products for delivery outside the United Kingdom you must either:

9.9.1 pay all sums due, including carriage and insurance costs, upon placing your order. For the avoidance of doubt and if you choose to pay in accordance with this condition, 10 per cent (10%) of the total sum or such higher amount as may be agreed between the parties will be regarded as being your non-refundable deposit; or

9.9.2 pay 10 per cent (10%) of the total sum or such higher amount as may be agreed between the parties due for each order as a non-refundable deposit prior to or upon placing the order. Then pay the remaining sum prior to despatch of the Products. Orders for Product will not be despatched until such time as the price (including carriage and insurance costs) is paid in full and received by us in cleared funds.

9.10 Ownership of the Products shall not pass to you until delivery is complete and we have received in full (cleared funds) all sums due to us in respect of:

9.10.1 the Products; and

9.10.2 all other sums which are or which become due to us from you on any account.

9.11 Upon delivery of the Products and by no later than 2 working days after delivery you must confirm to us by email that you have received the Products and confirm to us whether or not they meet your order, are undamaged and in satisfactory condition.

9.12 For the avoidance of doubt, if you are purchasing Products for export outside the United Kingdom the provisions of this condition 9 apply in addition to the other Terms but if there is any conflict between the provisions of this condition 9 and the Terms, this condition 9 shall prevail.

10. Limitation of our liability

10.1 Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the information on this Website it is provided on an “as is” basis and we give no warranty and make no representation regarding the accuracy or completeness of the content of this Website. Further, no warranty is given that the Website shall be available on an uninterrupted basis, and no liability can be accepted in respect of losses or damages arising out of such unavailability.

10.2 Access to and use of this Website is at your own risk. We do not warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection. We accept no liability for viruses. We recommend that you take all appropriate safeguards before downloading information or images from the Website.

10.3 In respect of any breach of conditions 5.1 and 5.7 our entire liability shall be limited, to the extent that the cause of action relates to the items purchased on our Website, to (at our option):

10.3.1 repairing or replacing the Products; or

10.3.2 refunding the amount paid by you in respect of the Products purchased.

10.4 Subject to conditions 10.3 and 10.5 our aggregate liability in respect of all causes of action arising out of or in connection with the Products purchased under these Terms (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) will not exceed an amount equal to the value of the Products delivered to you under these Terms.

10.5 We shall not be liable to you for any loss of profit; or loss of anticipated revenue; or loss of business; or any consequential or indirect loss.

10.6 Notwithstanding anything in these Terms we do not exclude liability for:

10.6.1 personal injury and death caused by our negligence;

10.6.2 fraud; or

10.6.3 any liability under the Consumer Protection Act 1987.

10.7 Except for any warranties expressly set out in these Terms any warranties, conditions or representations whether implied by statute or otherwise shall be excluded to the fullest extent permitted by law.

11. Images

11.1 Product images are for illustrative purposes only and may differ from the actual Product you receive.

12. Links to Third Party Websites

12.1 The use of third party websites is entirely at your own risk. Links contained in the Website will lead to other websites not under our control, and we accept no liability for the content of any linked site or any link contained in a linked site. Links provided on the Website are provided to you only as a convenience and the inclusion of any link does not imply reliability and endorsement by us of the content of any third party’s website.

12.2 You are not permitted (nor will you assist others) to set up links from your own websites to the Website (whether by hypertext linking, deep-linking, framing, toggling or otherwise) without our prior written consent, which we may grant or withhold at our absolute discretion.

13. Security

13.1 Our secure server software encrypts all your payment card details. The process scrambles all the information, allowing no unauthorised third party to intercept the data. Your browser will confirm that you are shopping in a secure environment by showing either a locked padlock icon or an image of a padlock next to the payment details in the relevant area of the Website.

14. Complaints Procedure

14.1 We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at the address Ebuyer (UK) Ltd, Howden, East Yorkshire, DN14 7UW. Our aim will always be to deal with your complaint as soon as possible and make every effort to reach a satisfactory conclusion on your behalf in order to retain your valued custom.

15. Intellectual Property

15.1 All Website, design, text and graphics belong to us. All copyright, trade marks and other intellectual property belong to us.

15.2 You are not permitted to use the Website in any way that may infringe the intellectual property rights contained in the Website. This means that you may not adapt, reproduce, publish, upload, extract, alter, store, post, redistribute, reutilise, retransmit or broadcast, all or any of the contents of the Website including but not limited to any trade marks or copyrighted material without our express permission. However, you are permitted to download and print out pages from the Website for the sole purpose of viewing for your own personal information.

16. Entire Agreement

16.1 These Terms represent the entire understanding relating to the use of the Website and supersede all other statements, representations or warranties (whether written, made by email or oral) made by us. Nothing in these Terms shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently. Any rights not expressly granted in these Terms are reserved by us.

Ebuyer UK Limited
Terms & Conditions (5 of 5) - Business Sales Only

17. Severance

17.1 If any provision of these Terms is found to be invalid or unenforceable by a court, it will be severed from the rest of these Terms which shall remain unaffected.

18. Third Party Rights

18.1 A person who is not a party to this Contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

19. Force Majeure

19.1 We shall not be liable to you for any delay in, or failure of, performance of our obligations under these Terms arising from any cause beyond our reasonable control including any of the following: act of God, earthquake, windstorm or other natural disaster, governmental act, war threat of or preparation for war, armed conflict, fire, flood, adverse or extreme weather (including but not limited to heavy or persistent snow),explosion or civil commotion, terrorist attack, civil war, civil commotion or riots, epidemic or pandemic, failure in information technology or telecommunications services, failure of a third party (including failure to supply data), fuel shortage, interruption or failure of utility service, including but not limited to electric power, gas or water, any labour dispute, including but not limited to strikes (including without limitation fuel strikes), industrial action or lockouts.

20. Variation

20.1 We may vary these Terms in relation to future sales from time to time by publishing new Terms on the Website or by otherwise notifying you of our new Terms.

21. Contact Details

21.1 Post: E-Buyer (UK) Limited, Howden Dyke, Howden, East Yorkshire, DN14 7UW
21.2 Tel: 0872 111 2111
21.3 Fax: 0871 528 5042
21.4 Email: sales.b2b@ebuyer.com

22. Law and Jurisdiction

22.1 These Terms will be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to this Website or these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

I/We agree to pages 1-5 of the Ebuyer UK Ltd Terms & Conditions

Print Name ..... Position .....
....
Signature ..... Date ..... | ..... | .....

DIRECT Debit

RBS
The Royal Bank of Scotland

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Cash Support Department
RBS Invoice Finance Limited
PO Box 50
Elmwood Avenue
Feltham
Middlesex
TW13 7QD

Name(s) of account holder(s)

Bank/building society account number

Branch sort code

Name and full postal address of your bank or building society

To: The Manager — Bank/building society

Address

Postcode

Reference (to be completed by RBS Invoice Finance Limited)

Service user number

9	9	8	1	0	7

Customer Details (your Company Name and Address)

Name:

Address:

Post code:

Telephone Number:

Supplier Name:

Instruction to your bank or building society

Please pay RBS Invoice Finance Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with RBS Invoice Finance Limited and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee

DIRECT Debit

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit RBS Invoice Finance Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request RBS Invoice Finance Limited upto collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by RBS Invoice Finance Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
  - If you receive a refund you are not entitled to, you must pay it back when RBS Invoice Finance Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.