



# **Tait Components On-line Ordering Agreement Application Form Instructions**

**This application form is to be used by Credit Account holders who wish to place orders on-line at [www.tait-components.com](http://www.tait-components.com).**

## **1. Registering for On-line Ordering**

Each user who wishes to place orders on-line must be registered by filling in this application form and posting it to the following address:

Customer Support  
Tait Components Ltd  
20 Couper Street  
Glasgow  
G4 0DL

Section A is to be completed and signed by the Company Director or the Manager who is in charge of the Tait Components Ltd account.

Section B is to be completed and signed by the company employee who wishes to register as a user on the Tait Components Ltd website.

The Terms and Conditions on Page 3 must be signed and dated by both signatories.

Multiple users may be registered to a single credit account, however each users e-mail address and password must be unique.

## **2. Using the Tait Components website for On-line Ordering**

Once the User has registered for on-line account ordering by completing and returning this application form, their e-mail address will be registered under the company credit account and a password will be issued to the user.

The user can then log into Tait Components website using that e-mail address and password, and orders placed shall be automatically charged to the company credit account.

A Purchase Order reference is required for every account order placed on-line.

Improper use will result in the suspension of on-line account ordering facilities for the user and it is the responsibility of the Company Supervisor/Authorised Signatory to make sure that the correct users have access to the Tait Components on-line account ordering facilities.



## SECTION A Company Details

### 1. Your Tait Components Account:

[Account Number] \_\_\_\_\_

[Company Name] \_\_\_\_\_

### 2. Your Company Details:

[Address] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Telephone] \_\_\_\_\_

### 3. Your Company Director/Supervisor/ Authorised Signatory:

[Name] \_\_\_\_\_

[Position] \_\_\_\_\_

[E-mail address] \_\_\_\_\_

[Telephone] \_\_\_\_\_

Signature:

Date:

*Your nominated authorised signatory's role is stated in the attached e-commerce terms and conditions – specifically in clause 5. Please ensure this person is able to carry out the stated responsibilities.*

## SECTION B User Details

[Name] \_\_\_\_\_

[Job Title] \_\_\_\_\_

[E-mail Address] \_\_\_\_\_

[Telephone] \_\_\_\_\_

Signature:

Date:

*The above person must have authority to sign for terms and conditions on behalf of your company. The User MAY be the same person as the authorised signatory above.*



## Website Terms and Conditions of Access

### 1. These Terms and Conditions

1.1 These Terms and Conditions set out the basic rules and obligations required for users of Tait Component Ltd's Website. These Terms and Conditions are not intended to cover commercial and trading clauses, which are covered in the Tait Component Ltd Standard Terms and Conditions of Supply.

1.2 Tait Components Ltd wishes to offer the Customer access to its website in order for the Customer to view information and product listings and to allow the Customer to place product orders with Tait Components along with the use of a secure password.

1.3 Tait Components Ltd and the Customer wish to be able to trade through the TCL website on the Terms and Conditions of this agreement.

### 2. Definitions

"Website" means the Tait Components Ltd Internet website, accessed solely through the address of [www.tait-components.com](http://www.tait-components.com) or [www.taitcomponents.co.uk](http://www.taitcomponents.co.uk).

"TCL" means Tait Components Ltd, whose head office is at 20 Couper Street, Glasgow, G4 0DL.

"Customer" means the person, firm or company, with whom TCL has an established trading account.

"User" means the person who is employed by the Customer and who accesses the Website on behalf of the Customer.

"Supervisor" means the person who is employed and charged by the Customer to administer and authorise users on behalf of the Customer.

"Products" means the products listed for sale on the Website, which can be purchased by the Customer.

"Terms and Conditions of Access" means the terms and conditions for access to the TCL Website system by the Customer and its Users.

"Terms and Conditions of Supply" means the standard TCL trading terms and conditions of supply, which deal with the commercial and trading aspects between the Customer and TCL.

### 3. Sale and Purchase

TCL shall sell and the Customer shall purchase such quantities of the Products as may be ordered by the Customer using the Website, upon the Terms and Conditions of Access and the Standard Terms and Conditions of Supply.

### 4. Obligations of the Customer

4.1 The Customer will appoint the Website "Supervisor" named within this agreement.

4.2 The Supervisor shall be the person responsible for the use of the Website on behalf of the Customer.

4.3 The Customer may change the person appointed to be the Supervisor by informing TCL in writing of the new identity of the Supervisor.

4.4 The Customer shall ensure that they meet all technical requirements of the Website access and that TCL shall not be liable for any losses which result due to technical incompatibilities or system errors.

4.5 The Customer shall take all reasonable steps to ensure that its authorised Supervisors and Users shall not pass any login user details to 3<sup>rd</sup> parties under any circumstances.

### 5. Obligations of the Authorised Signatory/Supervisor

5.1 The Supervisor is obliged to carry out the following duties:

5.1.1 Authorisation and approval of access for new and existing Users.

5.1.2 Removal, deletion and amendments of Users who have left the company or are deemed not to be fit to use the Website on behalf of the Customer for any reason.

5.1.3 Ensuring that all Customer company details held on the Website, including but not limited to postal and delivery addresses, are correct.

5.2 TCL acknowledges that the Supervisor shall have authority to modify the data referred to in clause 5.1.

5.3 The Customer acknowledges that it is solely responsible for the actions of the Supervisor in the modification of any of the data set out in clause 5.1 and that TCL shall not have any liability to the Customer for any modifications made by the Supervisor in accordance with their authority.

### 6. Obligations of the User

6.1 The User must at all times be acting on behalf of the Customer in any actions performed using the Website.

6.2 The User shall not pass any security details (such as, but not limited to usernames and passwords) to 3<sup>rd</sup> parties under any circumstances.

6.3 On ceasing to represent or be employed by the Customer, the User shall not use any supplied login information relating to the Customer for accessing The Website.

### 7. Security and Login

7.1 The Website login credentials comprise three elements:

7.1.1 The Customer's TCL Account Number (8 alphanumerical characters).

7.1.2 The User's (unique within the Customer) Username (a valid alphanumeric e-mail address).

7.1.3 The User's secret Password (any alpha numeric combination).

7.2 The use of the login information indicates proof that the Customer consents to orders and information placed by it or in its name.

7.3 TCL, the Customer, the Supervisor and the User will use all reasonable endeavours to ensure that the login information, especially the Password, remains confidential.

### 8. Orders

8.1 The User may place orders for Products from TCL through The Website and all orders placed are subject to acceptance by TCL and subject to the TCL Standard Terms and Conditions of Supply. For the avoidance of any doubt, TCL shall be at liberty to refuse to accept any order placed by the Customer for any reason whatsoever.

8.2 No order shall become a purchase contract and therefore binding upon TCL until marked as confirmed within the "Order Tracking" facility of The Website.

8.3 Any order which is accepted by TCL and has therefore become a purchase contract shall be subject solely to the Standard Terms and Conditions of Supply of TCL to the exclusion of any other terms and conditions offered by the Customer, whether or not brought to the attention of TCL.

### 9. Price and Payment

9.1 The marketed and official real-time price of the Products shall be as displayed on the Tait Components website. All other prices from marketing literature are shown on the understanding that they are a guideline only.

9.2 All prices are represented in Sterling Pounds and are exclusive of Value Added Tax or any other sales tax, which may be applicable.

9.3 TCL may change a Product's price at any time and such changes shall apply to any purchase order placed with TCL after the time of change.

9.4 Payment for all Products shall be governed by the TCL Terms and Conditions of Supply or any subsequent Agreements entered into by the Customer and TCL. Order acceptance and final price confirmation will be as set out in clause 8.2 of these terms and conditions.

### 10. The Service

10.1 TCL will not be liable for any losses or damages resulting from the Tait Components Website being unavailable. Whilst TCL endeavours to provide 24 hours a day access to the Tait Components Website, TCL reserves the right to suspend the Tait Components Website operation, temporarily or permanently and without notice.

10.2 Whilst the Tait Components website is intended to provide a 24 hours a day service, all orders must be placed before 16:00 to qualify for a next working day delivery of the Products.

### 11. Intellectual Property

All trademarks, copyright and any other intellectual property used on or in relation to the Products or the Tait Components Website are the property of TCL or licensed for use to TCL by a third party and these terms and conditions do not confer upon the Customer any rights in or title to such intellectual property.

### 12. Confidentiality

12.1 The Customer shall safeguard and (save as may be required by law) keep confidential all information entrusted to it by TCL which is not in the public domain and take all reasonable precautions to safeguard TCL's confidential information.

12.2 Only those members of staff who need to be aware of confidential information in order for the Customer to fulfil its obligations under this Agreement shall be entitled access to the confidential information.

12.3 All confidential information passed to the Customer by TCL shall remain the exclusive property of TCL and the Customer undertakes to return such information at the request of TCL or, at the latest, upon termination or expiration of this Agreement.

12.4 The communication of any The Tait Components Website login credentials to third parties is prohibited and will result in immediate withdrawal of all TCL services and the possible instigation of further legal proceedings.

### 13. Amendment

TCL may at any time amend its standard Terms and Conditions of Access upon 14 days prior written notification to the Customer. The modified terms and conditions of sale shall apply to any use of The Tait Components Website system after the expiry of that notice period.

### 14. Term and Termination

14.1 This Agreement shall commence on the date hereof subject to termination in accordance with its terms.

14.2 Either party may terminate this Agreement by giving 7 days prior written notice to the other. 14.3 TCL may terminate this Agreement immediately upon the occurrence of any of the following events:

14.3.1 The Customer commits any continuing or material breach of any of the material provisions of this Agreement and, in the case of a breach capable of remedy fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

14.3.2 a receiver or manager is appointed over any of the property or assets of the Customer;

14.3.3 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order;

14.3.4 the Customer goes into liquidation (except for the purposes of amalgamation or reconstruction); or

14.3.5 the Customer ceases or threatens to cease to carry on business.

14.4 Upon the termination or expiration of this Agreement all outstanding invoices must be paid immediately by the Customer.

14.5 The confidentiality obligations under clause 11 shall survive the termination of this Agreement.

### 15. Force Majeure

Neither party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of its obligations in relation to the Products or otherwise under this Agreement if the delay or failure was beyond that party's reasonable control.

### 16. Indemnity

The Customer shall fully and effectually indemnify and keep TCL indemnified against any loss, damage, costs or expenses (including legal costs) suffered or incurred by TCL as a result of or in connection with any breach by the Customer of any of its obligations under this Agreement.

### 17. General

17.1 This Agreement is personal to the Customer who may not assign this agreement without the express prior written agreement of TCL.

17.2 This Agreement contains the entire agreement between the parties with respect to its subject matter.

17.3 This Agreement shall be governed by and construed in all respects in accordance with Scottish law and shall be subject to the exclusive jurisdiction of the Scottish courts.

17.4 Any notice required or authorised to be given by this Agreement may be given by hand or sent (by first class pre-paid post) to the other party at its address stated at the head of this Agreement. Such notice if posted shall be deemed to have been given on the 3rd day after the notice was posted.

17.5 This Agreement shall only become enforceable once TCL has received the signed counterpart of this Agreement from the Customer.

Signature of Director/Supervisor/Authorised Signatory:

Date:

Signature of User:

Date: