



Ref: Application for Trade Account.

Dear Sir/Madam,

I would like to take this opportunity to introduce Cube Distribution Ltd formally known as Rawa Distribution (Registration No. 05837357) established in 2006 as general wholesale & Retail Company specialising in IT equipment, Consumer Electronics, Mobile Phones & Accessories, and has grown from strength to strength steadily every year.

Cube Distribution Ltd has partnerships with Distributors and Manufacturers worldwide which allows us to offer very competitive prices. We have built our business by forming and nurturing lasting relationships - we have a 100% customer retention rate and over 200 supply partners globally.

Our Primary sources for our products are UK and European wholesalers or direct from the manufacturer. The products are sourced through authorised channels and come with the full manufacturer's warranty.

Our clients are all based in the UK and throughout Europe, hailing from various industries including dealers, distributors, high street stores, retailers, e-tailers and telecoms.

We would like to thank you for your interest in a Trade Account with Cube Distribution Ltd. Accompanying this Letter are two forms which must be completed.

- Trade Account Application
- Terms and Conditions

To Further process your application, a copy of the following documents must accompany the above.

- Letter of introduction (Signed by Owner/Director) on company letterhead
- Company VAT Certificate
- Incorporation Certificate (Limited Companies only)
- Utility Bill
- Copy of Director Driving Licence/Passport

Should you have any queries or require any further information then please do not hesitate to contact us.

Maan Al-Rawi
Director

COMPANY DETAILS

COMPANY NAME

TYPE OF COMPANY (LIMITED/PLC/PARTNERSHIPS/SOLE)

TELEPHONE NUMBER

E-MAIL ADDRESS

FACSIMILE NUMBER

REGISTERED COMPANY ADDRESS

CONTACT NAME

VAT REGISTRATION NUMBER

JOB TITLE

COMPANY REGISTRATION NUMBER

TRADING ADDRESS (IF DIFFERENT FROM THE REGISTERED ADDRESS)

OWNER/PARTNER/MD DETAILS

NAME

HOME ADDRESS

TELEPHONE NUMBER

REFERENCE DETAILS

TRADE NAME 1

TRADE NAME 2

TRADE ADDRESS 1 (INCLUDING POSTCODE)

TRADE ADDRESS 2 (INCLUDING POSTCODE)

TRADE TELEPHONE NUMBER 1

TRADE TELEPHONE NUMBER 2

DECLARATION BY APPLICANT

1/We understand that the information herein will be used by CUBE Distribution for the purpose of evaluation of this application and that the details provided are wholly true and accurate. I/We understand that all the information supplied will be treated as strictly confidential.

SIGNED (DIRECTOR/OWNER)

PRINT NAME

DATE

X

FOR OUR USE ONLY

<div>VAT Registration Certificate</div>	<div>Trade References</div>	<div>Signed Terms and Conditions</div>
<div>Company Letterhead</div>	<div>Owner/Director - Passport/Driving Licence</div>	<div>Credit Terms</div>
<div>Certificate of Incorporation</div>	<div>Utility Bill</div>	

SIGNED (MANAGING DIRECTOR)

SIGNED (ACCOUNTS)

ACCOUNT NUMBER

Terms and Conditions

Application and entire agreement

1. These Terms and Conditions will apply to the purchase of the goods detailed in our quotation (Goods) by the buyer (you) from Cube Distribution Ltd a company registered in England and Wales under number 05837357 whose registered office is at Regus House, Pegasus Business Park, Herold way, East Midlands Airport, Castle Donington, DE74 2TZ (we or us)
2. These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
3. These terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course dealing.

Interpretation

4. A “business day” means any day other than a Saturday, Sunday or bank holiday.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

Supply of goods

7. Cube Distribution Ltd is a trade only distributor/wholesaler and therefore will only supply goods to companies who have been verified as resellers having first completed a Trade Application form.
8. All requests from customers to change their details must be made in writing by the customer and signed by a Director (a recommended email address is ok)
9. To ensure the company maintains its distribution agreements with suppliers/manufacturers, certain product lines will only be supplied to Authorised Dealers of that product, or under certain restrictions as identified in the trade price list.

Goods

10. The description of goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement, promise or other representations about goods by us. Descriptions of the goods set out in our sales documentation are intended as a guide only.
11. We can make any changes to the specification of Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.
12. Grading descriptions:
 - i. RETAIL- New Retail Packed item, (Regional packaging may vary)
 - ii. EXD- New Ex Display retail packed item which may contain minor marks to packaging
 - iii. BULK- As new product taken from handset box kits or damaged packaging and re-bagged
 - iv. 14-DAY BULK- A used product taken from 7/14-day customer returns boxes in fully working condition re-ties or re-bagged.

Warranty

13. All brand new (retail packed) equipment and accessories will come with a minimum 12 month manufacturers warranty from date of purchase. All EXD and BULK equipment and accessories will come with a 90 day RTB warranty with Cube Distribution Ltd. All 14-DAY equipment and accessories will come with a 7 day RTB warranty with Cube distribution Ltd.

Price

14. The price (Price) of the Goods is set out in our quotation current at the end of your order or such other prices as we may agree in writing.
15. If the cost of the goods to us increases due to any factor beyond our control, including but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
16. Any increase in the Price under the clause above will only take place after we have told you about it.
17. You may be entitled to discounts. Any and all discounts will be at our discretion.
18. The Price is exclusive of fees for packaging and transportation/delivery.
19. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and alteration

20. Details of the Goods as described in the clause above (goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
21. The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 5 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
22. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.

Payment

23. We will invoice you for the Price either:
 - a. On or at any time after delivery of the Goods; or
 - b. Where the goods are to be collected by you or where you wrongfully do not take delivery of the goods, at any time after we have notified you that the goods are ready for collection or we have tried to deliver them.
24. You must pay the Price within 1 day of the date of our Proforma/invoice or otherwise according to any credit terms agreed between us.
25. You must make payment even if delivery has not taken place and/or that the title in the goods has not passed to you.
26. If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 2% per annum above the base rate of the bank of England from time to time on the amount outstanding until you pay in full.
27. Time for payment will be of the essence of the contact between us and you.
28. All payments must be made in British Pounds unless otherwise agreed in writing between us.
29. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or part.

Delivery

30. We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to another location we agree in writing.
31. If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.
32. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am to 8 pm.
33. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:
 - a. Store or arrange for the storage of the goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and/or
 - b. Make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or
 - c. After 10 business days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.
34. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.
35. 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 Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
36. We can deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contact. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

Inspection and acceptance of Goods

37. You must inspect the Goods on delivery or collection.
38. If you identify any damages or shortages, you must inform us in writing within 5 days of the delivery, providing details.
39. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
40. Subject to your compliance with this clause and /or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.
41. We will be under no liability or further obligation in relation to the Goods if:
 - a. If you fail to provide notice as set above; and/or
 - b. You make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - c. The defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
 - d. The defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any other third parties.
42. You bear the risk and cost of returning the Goods.
43. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 5 days of delivery.

Terms and Conditions (continued)

Return of Goods

- 44. In order for your returns to be accepted, we need to be advised of any returns within 5 working days of the delivery date.
- 45. The RMA form must be fully completed and sent to the account manager.
- 46. On receipt of your approved form, you then have 7 days to ship the Goods back to us for processing. If Goods are not received within this timeframe, the RMA number is no longer valid.
- 47. No returns will be accepted without a copy of the approved RMA form.
- 48. Goods that have not been approved may be at risk of being shipped back to the sender and no credit will be awarded.
- 49. Should Goods be tested and no faults are found, the Goods will be returned to you with your next order.
- 50. Goods are processed within 2 working days after arrival at our warehouse and credit is then awarded within a further 2 working days.

Risk and title

- 51. The risk in the Goods will pass to you on completion of delivery.
- 52. Title of the Goods will not pass to you until we have received payment in full (in cleared funds) for: (a) the Goods and /or (b) any other Goods or services that we have supplied to you in respect of which payment has become due.
- 53. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the Goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 54. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.
- 55. We can terminate the sale of Goods under the contract where:
 - a. You commit a material breach of your obligations under these Terms and conditions;
 - b. You are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
 - c. You enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
 - d. You convene any meeting of your creditors, enter into voluntary or compulsory liquation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Limitation of liability

- 56. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
- 57. Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or common law (save for those implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 58. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 59. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
- 60. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
 - a. Any direct, special or consequential loss, damage, costs, or expenses; and/or
 - b. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
 - c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - d. Any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - e. Any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
- 61. The exclusions of liability contained within this clause will not exclude or limit out liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Communications

- 62. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party)
- 63. Notices will be deemed to have been duly given:
 - a. When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - c. On the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. On the tenth business day following mailing, if mailed by airmail.
- 64. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

Circumstances beyond the control of either party

65. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any causes that is beyond the reasonable control of that party. Such causes include, but not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

No Waiver

- 66. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

- 67. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Data Protection

68. Cube Distribution Ltd (DPA Registration no: Z2170424) will hold information on you/your company only when it is relevant to our current potential trading relationship. This information will be used where necessary to enable us to service your requirements including the provision of relevant (optional) marketing communications. The information held will be updated at the time changes are identified or discovered. Relevant information will only be shared with third parties when they are appointed by us to fulfil duties in relation to our business.

Conditions

- 69. The company must be aware of HM Customs and Excise draft statement of joint and several liabilities.
- 70. The company must carry out reasonable steps to ensure the commercial validity and integrity of every transaction or deal that you enter into.
- 71. The company must carry out reasonable checks on the legitimacy and integrity of all your suppliers and customers.
- 72. The company must be up to date with both filling and payment of corporate taxes including VAT.

No Waiver

73. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

Signature.....Name.....Date.....