



# New Customer Form

Please complete this form, and check the applicable boxes. Sign the document, save it and send it back to

[milene@nts.nl](mailto:milene@nts.nl). For any questions call +31 165 319100 or email

## Section A: Customer Details

<b>1</b>	Customer ID	<input type="text"/>
		<i>ID number, to be given by NTS account manager</i>
<b>2</b>	Customer Name	<input type="text"/>
		<i>State your official company name as printed in the CoC extract</i>
<b>3</b>	Website	<input type="text"/>
<b>4</b>	Registration No.	<input type="text"/>
		<i>Enter company registration number, given by government e.g Kvk/(Coc)</i>
<b>5</b>	VAT No.	<input type="text"/>
<b>6</b>	Telephone No.	+ <input type="text"/> <input type="text"/>
		<i>Telephone number should start with country code such as +44 (UK)</i>
<b>7</b>	Fax No.	+ <input type="text"/> <input type="text"/>
		<i>Incl. Country code</i>
<b>8</b>	Email address	<input type="text"/>
<b>9</b>	Language	<input type="text"/>
<b>10</b>	Currency	<input type="text"/>
<b>11</b>	Type of organization	<input type="text"/>

## Section B: Billing address customer

**Billing address**

<b>12</b>	Company Name	<input type="text"/>				
<b>13</b>	Address line 1	<input type="text"/>				
<b>14</b>	Address line 2	<input type="text"/>				
<b>15</b>	Address line 3	<input type="text"/>				
<b>16</b>	Zip Code	<input type="text"/>	City	<input type="text"/>	Country	<input type="text"/>

## Section C: 1<sup>st</sup> Delivery Address customer (skip if this address is the same as Billing Address)

**Factuur adres**

<b>17</b>	Company Name	<input type="text"/>				
<b>18</b>	Address line 1	<input type="text"/>				
<b>19</b>	Address line 2	<input type="text"/>				
<b>20</b>	Address line 3	<input type="text"/>				
<b>21</b>	Zip Code	<input type="text"/>	City	<input type="text"/>	Country	<input type="text"/>

**Section D: 2<sup>nd</sup> Delivery Address customer (skip if this is not applicable)**

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**Factuur adres**

<b>22</b>	Company Name	<input type="text"/>				
<b>23</b>	Address line 1	<input type="text"/>				
<b>24</b>	Address line 2	<input type="text"/>				
<b>25</b>	Address line 3	<input type="text"/>				
<b>26</b>	Zip Code	<input type="text"/>	City	<input type="text"/>	County	<input type="text"/>

**Section E: Contacts Customer**

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**Accounting**

<b>27</b>	Full Name	<input type="text"/>						
<b>28</b>	Function	<input type="text"/>						
<b>29</b>	Gender	<input type="text"/>	Title	<input type="text"/>				
<b>30</b>	Telephone no.	+	<input type="text"/>	<input type="text"/>	Direct No.	+	<input type="text"/>	<input type="text"/>
<b>31</b>	Email Address	<input type="text"/>				Language	<input type="text"/>	

**Buyer Customer**

<b>32</b>	Full Name	<input type="text"/>						
<b>33</b>	Function	<input type="text"/>						
<b>34</b>	Gender	<input type="text"/>	Title	<input type="text"/>				
<b>35</b>	Telephone No.	+	<input type="text"/>	<input type="text"/>	Direct No.	+	<input type="text"/>	<input type="text"/>
<b>36</b>	Email Address	<input type="text"/>				Language	<input type="text"/>	
<b>37</b>	AOL/AIM	<input type="text"/>				MSN	<input type="text"/>	

**Section F: Terms of Payment (with credit requests, please add documents)**

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<b>38</b>	Payment method	<input type="text"/>						
<b>39</b>	Credit (Yes/No)	<input type="text"/>				Limit	<input type="text"/>	
<b>40</b>	Currency	<input type="text"/>						

**Section G: Bank Details Client**

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<b>41</b>	Bank name	<input type="text"/>					
<b>42</b>	Currency	<input type="text"/>					
<b>43</b>	Account name	<input type="text"/>					
<i>Bank account name should be same as company</i>							
<b>44</b>	IBAN	<input type="text"/>	SWIFT	<input type="text"/>			
<b>45</b>	Bank Address	<input type="text"/>					
<b>46</b>	Zip Code	<input type="text"/>	City	<input type="text"/>	Country	<input type="text"/>	

**Section H: Extra Documents necessary for credit request**

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**47** Please add the following documents to you credit request

- Annual Report with balance sheet and profit/loss account
- Terms of Delivery
- Copy passport (buyer)

Signed declares to its purchasing authority and to agree to the terms and conditions of NTS Computers Technology BV.

**Section I: Signed by Customer**

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Name	<input type="text"/>
Function	<input type="text"/>
City	<input type="text"/>
Date	<input type="text"/>
Signature	<input type="text"/>

**Section J: Signed by NTS Computers Technology BV**

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Name	<input type="text"/>
Function	<input type="text"/>
City	<input type="text"/>
Date	<input type="text"/>
Signature	<input type="text"/>



## Terms

The following terms of delivery are applicable to all deliveries, of both products and services by and/or in name of N.T.S. Computers Technology BV, as from here on indicated as:

Seller.

The instructing party, either a company, consumer, government or any other organization, as from here on indicated as:

Buyer.

Delivery will take place according to the General Terms of Sales and Delivery, as stated by the Chamber of Commerce, Rotterdam, dossier number 24238658.

### 1. Invoices

- A. Seller's invoices are effective for a period of thirty (30) days, unless stated differently; in no way do they implicate any Seller's obligation until the Buyer's order is accepted by the Seller, in accordance with these general terms;
- B. Buyer has to submit a written order, be it via fax, E-mail or mail, providing the Seller with sufficient data to execute the order;
- C. After accepting the order, the Buyer will receive an order confirmation via fax or E-mail.

### 2. Price and Shipping

- A. All prices mentioned do not yet include VAT, unless explicitly stated otherwise;
- B. Prices include standard packaging, but exclude shipping costs, unless stipulated differently in the invoice;
- C. The given delivery time starts at the time that the Seller accept the Buyer's order. The Seller will do whatever can be reasonably expected to deliver the products within the agreed time, but accepts no responsibility if the deadline proves to be an impossibility;
- D. The Seller can deliver the products in more than one shipment, unless other agreements have been made;
- E. The Seller has the right to cancel orders in their entirety, or partially, if certain products can no longer be delivered;
- F. The Seller has the right to raise their price if it has become apparent that the purchase price or shipping costs are significantly higher than was previously accounted for. The Buyer will have the one-off opportunity to cancel the order of the alternatively priced products, in their entirety or partially, with the exception of the Seller's given services.

### 3. Acceptance

- A. Should there be any conflict between these General Terms and similar Terms the Buyer might abide by, the Seller's Terms will be met exclusively.



#### **4. Shipment, Risk and Ownership**

- A. The risk of the products becomes the Buyer's after the delivery by the Seller;
- B. The ownership becomes the Buyer's when all payment agreements concerning the shipment in question have been satisfied;
- C. In case of shipping damage, occurred on route from the Seller to the Buyer, or from a by the Seller appointed distributor to the Buyer, the Seller must be notified of any damage or deficiency, within twenty-four (24) hours via fax or E-mail, or Seller's responsibility will be void;
- D. If with or after delivery any faults or deficiencies have been noticed, the Seller has to be notified of any damage or deficiency within twenty-four (24) hours via fax or E-mail, or Seller's responsibility will be void.

#### **5. Payment**

- A. All charged amounts can be claimed fourteen (14) days after the billing date, unless the invoice specifically states otherwise;
- B. The Seller has the right to demand interest at a rate of 1,5 percent per month, if the agreed payment period is exceeded. If the charged amount has not been paid after 45 days, NTS has the right to request the services of a Collection Agency to deal with the outstanding amount. Any extra costs settling differences via a Collection Agency might cause, are the Buyer's;
- C. The Seller has the right to postpone the delivery of products if the Buyer has not fully satisfied the financial agreements made with the Seller within the given period of time as stated on the invoice;
- D. The Seller has the right to reclaim all delivered products if the Buyer has not satisfied all financial agreements made with the Seller and is either filed for bankruptcy or in a period of postponement of payment, or if the Buyer has not satisfied all payments after a period of ninety (90) days. This does not absolve the Buyer of payment; the products are merely safeguarded until payments have been satisfied. All extra costs, concerning transport, labor, interest or legal costs are the Buyer's;
- E. No discounts, be it cash discounts or discount for prompt payment or any other discount is allowed unless they are confirmed in advance in writing by the Seller;
- F. A 10,- Euro administration fee will be charged for all bills under 250,- Euro (Excl. VAT).

#### **6. Specification of Products**

- A. Products will be, wherever possible, delivered according to the specifications as given to the Buyer by the Seller. The Seller however, has the right to alter the design of the to be delivered products. These changes cannot in any way reduce the product's quality;
- B. The Seller will do as much as can reasonably be expected to insure the accuracy of technical details and descriptions concerning the delivered products. However, the Seller is not responsible for any damage caused by errors or omission concerning the technical information and / or descriptions.

#### **7. Warranty**

- A. The Seller does not give any warranty that the Seller did not receive from and / or agree upon with the supplier. Generally, this warranty entails the following:
  - 1. Should there, according to the manufacturer, be any defects within the warranty period, caused by design flaws, material or manner of execution, the supplier can choose to either reimburse the Buyer, or replace / repair the broken product. This warranty is



void in case of abuse or lack of maintenance of the product, and / or if repairs or modifications have been made by any other party than the manufacturer;

2. Should any products be manufactured according to the Buyer's design, all responsibility remains with the Buyer. The Seller will report any deviations concerning this warranty in either the invoice, or selling confirmations;

B. The Seller will only accept products for warranty, if the Seller is the party to do the warranty activities. If this is not the case, the Buyer should contact the manufacturer, or the manufacturer's service centre. An outline of Manufacturer's warranty conditions can be made available by the Seller, free of charge;

C. Products under warranty can only be sent back if the seller gives his consent via an RMA number. Returned shipments have to be stamped properly. Post-paid shipments are not accepted and will be sent back. Products that have been returned, but have not been found defective by the Seller will be returned to the Buyer. The Seller can charge extra amount of at least 25 Euro. In any other instance, all RMA shipping costs are the Buyer's;

D. If the warranty claim is denied by the manufacturer, either because the manufacturer has the opinion the product was misused, or causes as bankruptcy, all Buyer's claims to warranty are void;

E. If returned product is accepted by the Seller, the normal repair period of 2 to 4 weeks will be observed, unless otherwise was previously agreed upon. The Seller can directly offer a replacement for the product, although this cannot be demanded by the Buyer;

F. Should a product be "dead on arrival" , the Buyer should return the product to the Seller within 14 days. The Seller will do everything within reason to take care of a quick replacement;

G. Should there be no warranty from the manufacturer, especially in case of used products, the Seller can take responsibility for the warranty for a period up to 6 months, with exception to everything stated in article 7c. If the Seller is not able to repair the product, the Seller has the right to reimburse the Buyer, or supply him with a similar product;

H. The Seller cannot be held responsible for anything other than described under article 7a. Any other warranty, be it implicit or explicit, contractual or legal, is excluded. The Seller can especially not be held accountable for material or immaterial damage, directly or indirectly caused by delivery or use of products or services by the Seller to the Buyer, or any third party appointed by the Seller;

I. The Buyer can, when warranty is concerned, in no instance claim the right to delay or postpone payment.

## **8. Force Majeure**

A. The Seller is not responsible for not satisfying the sales agreement, either partially or entirely, or the late or lacking satisfaction of this agreement if this is caused by events such as war, disturbance of order, riots or uprisings, mobilization, repossession or shortage of materials, factories or labor, governmental actions, energy deficits, fire, labor disputes, material shortages, negligence of the suppliers or any other cause over which the Seller has power or control;

B. In the Seller is not able to comply with the sales agreement, caused by any of the reasons implied by section A, the Seller will receive extra delivery time, at least as long as the period in which the Seller is by all means not able to deliver, while this does not give the Buyer the right to cancel the sales agreement. If after three (3) months the Seller is still not able to supply the Buyer with the ordered products, either the Buyer or the Seller can cancel the order. This does not lead to any form of compensation.



## 9. Personal Data

C. Buyer agrees that personal data and certain historical data are saved in NTS's data records;

D. Buyer agrees that post address, E-mail address, telephone- and fax numbers can be used for informative or promotional purposes by NTS, unless objections have been made by Buyer;

E. Buyer agrees that personal data can be presented to third parties, if this is deemed necessary to provide NTS' contracted services, or it can be presented at the suppliers' and/or manufacturers' request.

## 10. Storage Costs

A. If the shipping of products is delayed, caused by circumstances for which the Buyer is accountable, the Seller will store the products at the Buyer's account and risk. All costs regarding this storage are the Buyer's. Despite the storage of the products, the shipment will be considered delivered to the Buyer as of the date of storage by the Seller.

## 11. Octroi Rights

B. Neither the exchange of products, nor the publication of any information of technical information concerning the products implies the freedom of octroi rights or other rights regarding Property. In case of a Buyer's request which undermines any third party's Rights, all extra costs made, concerning the Buyer's request and existing Property Rights and the infringement thereof, are the Buyer's.

## 12. Applied Law

C. Invoices belonging to, and agreements made with the Seller are regulated exclusively by the legal norms of the Dutch law;

D. The appointed judge within the Arrondissement of Rotterdam will take note of any dispute that could arise between NTS and the Buyer, unless NTS expresses preference to submit the dispute to the appointed judge in the buyer's place of residence's jurisdiction. This excludes all disputes that belong to the competence of the cantonal judge.

## 13. Replacement/ reimbursement

A. The Seller will only replace or reimburse products if such an agreement has been made at the time of sale and this agreement is visible on the invoice and/or warranty document. Accessories, like Media (CDR/Tapes/Discs etc), Printer- cartridges, etc. will not be replaced, nor reimbursed.

ALL PRODUCTS REMAIN PROPERTY OF N.T.S. COMPUTER TECHNOLOGY UNTIL ALL PAYMENT AGREEMENTS HAVE BEEN FULFILLED.

**Signed declares to its purchasing authority and to agree to the terms and conditions of NTS Computers Technology BV.**

Name	<input type="text"/>
Function	<input type="text"/>
City	<input type="text"/>
Date	<input type="text"/>
Signature	<input type="text"/>