



Cyclepowermeters Limited
 18 Arches Business Centre
 Mill Road
 Rugby, Warwickshire
 CV21 1QW, United Kingdom
 Tel +44 (0) 1788 556860
 Fax +44 (0) 1788 556869
 sales@cyclepowermeters.com
 www.cyclepowermeters.com

ACCOUNT APPLICATION FORM
 PLEASE COMPLETE IN BLOCK CAPITALS USING BLACK INK

Product Range applied for: PowerTap Quarq

Business Name	
Trading Name (If different)	
LTD, Sole Trader, Partnership, PLC, or other	
Date Established	
Company Registration Number (if Ltd)	
VAT No	
Owner/Director(s)	
Company Address	
Postcode	
Telephone	
Fax	
Mobile	
Website	
E-mail	

Delivery Address (If different, please use another sheet of paper if more than one)			
Telephone		Fax	

Bank Name	
Address	
Postcode	
Account Name(s) of Account Holder(s)	
Account Number	
Sort Code	
Proposed method of payment E.g. cheque, BACS, credit/debit card	



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Trade References (Please note 2 References are required)

Trade Reference 1	Trade Reference 2
Contact:	Contact:
Phone number:	Phone number:

I have read and agree to the CYCLEPOWERMETERS TERMS OF TRADING attached to this form	
Name:	Signed:
Position:	Date:



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AUTHORISED DEALER AGREEMENT – 2016 MODEL YEAR

THIS AGREEMENT is made between:

1. Cyclepowermeters Limited of 18 Arches Business Centre, Mill Road, Rugby, Warwickshire CV21 1QW

And (“THE DEALER”);

Address:

Telephone number

Fax number

Email address

Cyclepowermeters and the DEALER hereby agree as follows:

1. Cyclepowermeters hereby appoints _____ as an authorised dealer for the period of the 2016 model year of the retail sale of products manufactured, sold or distributed by Cyclepowermeters in accordance with the terms set herein (The “Terms”)
2. The DEALER will:
 - 2.1 comply with the Terms;
 - 2.2 Use its best efforts to vigorously promote Quarq and/or PowerTap products;
 - 2.3 Offer to its customers a range of Quarq and/or PowerTap products within Quarq and/or PowerTap authorised product ranges at each location approved by Cyclepowermeters in accordance with the Terms;
 - 2.4 provide a fully comprehensive after care service acceptable in all respects to Quarq and/or PowerTap;
 - 2.5 display and make available to its customers publicity material given to the DEALER by Cyclepowermeters;
 - 2.6 not sell any Quarq and/or PowerTap product via any electronics means other than their own website and not via Amazon or auction sites;
 - 2.7 not sell Quarq and/or PowerTap products to a dealer not authorised to do so nor export outside European Economic Area unless given express permission to do so by Cyclepowermeters.



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3. The DEALER and Cyclepowermeters mutually agree:

3.1 That this Agreement shall not be construed as giving any exclusive rights to the DEALER.

3.2 No variation of or addition to the Terms shall be effective unless in writing and signed for and on behalf of Cyclepowermeters.

I have read and understand the above Terms and conditions set out in this Agreement. I am duly authorised to sign this Agreement on behalf of the DEALER and agree, for and on behalf of the DEALER, that this Agreement is binding and enforceable against it.

DATED THIS DAY OF 2016

Signed by:..... Signature:.....

For and on behalf of Date:.....
 Dealer name

Signed by:..... Signature:.....

For and behalf of Date:.....
 Cyclepowermeters Limited

N.B: Please return the forms by post to the address in the top right hand corner.



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Cyclepowermeters Limited Terms of Trading

These terms of trading are the terms that we, Cyclepowermeters Limited, will supply goods ("the Goods" to you, the customer, unless varied in accordance with Clause 11 below. References below to the/this "agreement" are to any contract concluded between us (and incorporating these terms of trading) for the supply of Goods.

1. Price of the Goods
 - 1.1 VAT will be charged at the rate applicable at the time of supply.
 - 1.2 If at any time before delivery, there is any increase in the cost of Goods to us which is due to any factor beyond our control (such as, but without limitation, any foreign exchange fluctuation, alteration of duties or cost of supply to us), we reserve the right to increase the price of Goods to reflect such increases.
 - 1.3 We strongly recommend that you check our invoiced prices before determining your own selling prices.
2. Terms of Payment

Payment for the Goods is due at order or for dealers with a credit account within 30 days of the date of invoice and no set-off, deduction or counterclaim of any kind is permitted. If you fail to pay any sum owing to us by the due date for payment, then without prejudice to any other remedy that we may have, we shall be entitled to do either or both of the following:-

 - 2.1 Charge interest on the amount outstanding from time to time from the due date until the date of actual payment (in cleared funds) at the rate of [4%] above the base rate for the time being of HSBC Bank plc;
 - 2.2 Suspend any further deliveries of Goods until (i) payment of the outstanding amount has been made (in cleared funds); and (ii) we are satisfied that you will be able to make payment of future sums owing to us by the due dates for payment.
3. Title to Goods

Title to the Goods shall remain with us until you have paid all sums due from you to us on any account whatsoever.

 - 3.1 Acceptance of delivery of goods is deemed conclusive evidence of acceptance of our terms and conditions.
4. Risk

Although title to Goods remain with us until paid for, they shall be at your risk from the time of actual delivery and you shall insure them against loss and damage accordingly and in the event of such loss or damage shall hold the proceeds of such insurance on trust for us.
5. Right of Possession

Your right to the possession of the Goods shall cease if:

 - 5.1 You have not paid for the Goods in full by the expiry of any credit period allowed by clause 2 of these terms; and/or
 - 5.2 A security holder takes possession or a receiver is appointed over any or all of your assets; and/or
 - 5.3 You make any voluntary arrangement with your creditors, enter into administration, go into liquidation, become bankrupt or cease or threaten to cease to carry on business.

On cessation of your right to possession of the Goods in accordance with this clause, you shall, at our request and at your own expense, make the Goods available to us and allow us to repossess them. If you fail to do so forthwith, we shall be entitled at any time to enter your premises or the premises of any third party where the Goods are stored and repossess the Goods.
6. Warranties, Liability and Returns
 - 6.1 We warrant that all Goods will be of satisfactory quality and will comply with any specification agreed for them. All other warranties are excluded to the fullest extent permitted by law.
 - 6.2 You agree that you will make a reasonable inspection of the Goods upon their actual delivery. Any claim by you, which is based on any breach of the warranty given in 6.1 above shall (whether or not delivery is refused by you) be notified to us in writing within 7 days of the actual delivery. If delivery is not refused and you do not notify us accordingly, you shall not be entitled to reject the Goods and we shall have no liability for breach of such warranty and for the avoidance of doubt you shall be bound to pay the price as if the Goods had been delivered in accordance with our contract.
 - 6.3 In the event of any breach of the warranty given in clause 6.1 our entire liability shall be limited to: replacement of the Goods in question; or (at our option) repayment of the whole or a proportionate part of the price (where this has been paid).
 - 6.4 In any event, we shall not be liable to you (whether for breach of contract, negligence or otherwise) for any loss of profit, loss of business or any indirect or consequential loss or damage whatsoever which arises out of or connection with the supply of or failure to supply any Goods, their resale by you or their use by any customer, nor shall we be liable to you or be deemed to be in breach of contract for any delay in performing or failure to perform any of our obligations under this Agreement where that delay or failure is attributable to circumstances beyond our reasonable control.
 - 6.5 For the avoidance of doubt nothing in this Agreement shall have the effect of excluding or limiting our liability for death or personal injury arising from our negligence or otherwise as prohibited by law.
 - 6.6 If Goods are returned for any other reason save for the breach of our warranty in 6.1 you shall be liable to pay us a handling charge equal to 25% of the price of the relevant Goods.
 - 6.7 To assist you in processing of any Goods returned, before returning the Goods, you must comply with our procedure for returns applicable at that time, Available Here.
7. Delivery
 - 7.1 Whilst we shall use our reasonable endeavours to deliver the Goods to you within 48 hours of the receipt of your order, we shall not be liable for any delay in the delivery of the Goods howsoever caused and time for delivery shall not be of the essence.



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- 7.2 Any Goods temporarily out of stock will go to back order and will be delivered as soon as reasonably possible. We shall notify you of any back orders from time to time and unless specifically cancelled by you in writing within seven days of this notice you shall be obliged to purchase these Goods.
8. Carriage
- 8.1 All orders will be subject to the current carriage charge at the time of order and/or despatch.
- 8.2 Export orders and orders to Northern Ireland and the Isle of Man will be subject to a carriage charge notified to you.
9. Specifications
- 9.1 Product specifications and/or descriptions of any kind featured in any catalogues, mail shots or flyers shall not be binding on us. We reserve the right to alter the characteristics and features of the Goods at any time and for any reason.
- 9.2 You acknowledge that we are not the manufacturers of the Goods and that the manufacturer is under no obligation to continue to manufacture any of them. We shall be entitled to make such alterations to the specifications of the Goods as we may think fit.
10. Termination
- At our option we may either terminate this agreement or (without liability) suspend supply of any products to you forthwith in the event that:- You breach any of these terms; and/or the management or control of your business changes to any material extent; and/or a security holder takes possession or a receiver is appointed over any or all of your assets; and/or you make any voluntary arrangement with your creditors, enter into administration, go into liquidation, become bankrupt or cease or threaten to cease to carry on business.
11. Variation of Terms
- This agreement may not be modified except in writing signed by the duly authorised representatives of each of us.
12. Entire Agreement
- This agreement amounts to the entire agreement and understanding between us, with respect to its subject matter and the terms of this agreement shall supersede any previous agreements. You acknowledge and agree that in entering into this agreement you do not rely on and shall have no remedy in respect of any statement of any person other than as may be expressly set out in this Agreement.
13. Law and Jurisdiction
- English Law is the law, which applies to this Agreement. We irrevocably agree that this agreement shall be subject to the exclusive jurisdiction of the English courts.
13. Data Protection & Information Sharing
- In line with the Data Protection Act 1998, Please note that customers company information held by Cyclepowermeters may be shared with our financiers.
14. Backordered Items
- Items that are not currently in stock will automatically be placed on backorder unless removed from the shopping basket. Where payment is made by credit/debit card then the full order amount will be charged including any backordered items. This ensures all items ordered will be allocated to your order when available. Any items not required on backorder must be removed from the shopping basket prior to confirmation, items not in stock are shown in red with an approximate due date. Once the order is processed please contact the Cyclepowermeters to cancel an item. If an item has already been paid for then a refund will be issued providing the item has not already been allocated or dispatched. Backorders can be viewed at any time in the Orders section of the website.
15. Cancellation
- You have the right to cancel your order within 7 days of the order being placed (unless it has already been delivered). This does not apply to special order items or items not ordered online or by telephone. Please email sales@cyclepowermeters.com or call 01788 55680 to cancel your order.