



**Registration of a Charge**

Company name: **HIMACHAL LTD**

Company number: **09377870**

Received for Electronic Filing: **04/06/2018**



X77FD6TM

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**Details of Charge**

Date of creation: **14/05/2018**

Charge code: **0937 7870 0001**

Persons entitled: **DIVERSIFIED COMPUTER SUPPLIES INC.**

Brief description:

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DAVID WHITE**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 9377870

Charge code: 0937 7870 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th May 2018 and created by HIMACHAL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th June 2018 .

Given at Companies House, Cardiff on 6th June 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**This Agreement is made on 14<sup>th</sup> May 2018**

**Between**

- (1) Himachal Ltd ("Buyer") registered in England number 9377870 whose registered office is at  
5 Holt Business Park, Widow Hill Road, Burnley BB102TN UK

**And**

- (2) Diversified Computer Supplies Inc ("Seller") whose registered office is at 4435 Concourse  
Drive, Ann Arbor, Michigan 48108 USA

**And**

- (3) David John White ("Guarantor") whose home address is Great Hague Cottage, Colne Road,  
Kelbrook, Lancashire BB18 6XY UK

**It is hereby agreed**

**1. The Facility**

The Seller will grant credit facilities to the buyer to enable the buyer to purchase computer printer toner cartridges, accessories and related items from the seller up to a limit to be determined by the seller.

**2. Payment**

The buyer will pay for products purchased from the seller in accordance with the terms agreed between the buyer and the seller.

**3. Securities**

**3.1 Retention of Title**

The seller will retain full title to the goods being supplied to the buyer until such goods are paid for in full by the buyer.

**3.2 Lien over buyer-specific Accounts Receivable**

Where an invoice from the seller to the buyer remains unpaid beyond the agreed terms then the seller will have the right to recover directly any outstanding receivables due to the buyer in connection with goods which have been supplied by the seller to the buyer. The buyer acknowledges that this right supersedes any other claim against such receivables which may be made on the buyer. The seller may at their discretion direct the buyer to collect such outstanding receivables simply as agents of the seller and forward the proceeds of such collections directly to the seller.

### **3.3 All Assets**

In circumstances where the seller requires to enforce the securities detailed in this agreement and in the event that the liabilities of the buyer to the seller exceed the amounts recoverable through the remedies detailed in Clause 3.1 (Retention of Title) and 3.2 (Lien over buyer-specific accounts receivable) the buyer with full title guarantee now gives a floating charge in favour of the seller over all of the assets of the buyer whether now or in the future belonging to the buyer comprising :-

- 3.3.1 All fixtures, fittings, equipment, plant and machinery which are legally owned by the buyer.
- 3.3.2 All inventories which are legally owned by the buyer.
- 3.3.3 All monies owed to the buyer by any subsidiary, customer or other party.
- 3.3.4 All monies in the bank accounts maintained by the buyer.

### **4. Restrictions**

The buyer undertakes to the seller that it will not dispose of its business or any part thereof unless a subsequent purchaser provides adequate assurance to the seller that the terms of this agreement, where relevant, are binding on said purchaser.

### **5. Miscellaneous**

6.1 All notices and other communications provided for under this agreement shall be in writing and may be served by post, by facsimile transmission or by electronic mail.

6.2 No failure or delay of any party exercising any right, power or privilege hereunder shall operate as a waiver thereof.

6.3 This agreement shall be governed by, and construed in accordance with English law, and the parties hereto submit themselves to the exclusive jurisdiction of the English courts in respect of all matters appertaining to this agreement.

### **7. Personal Guarantee**

7.1 The guarantor hereby personally and unconditionally guarantees and promises to pay to the seller any obligations of the buyer where the buyer has failed to pay the same.

7.2 The guarantor will reimburse the seller for all expenses incurred in the collection of monies and enforcement or attempted enforcement of this guarantee.

7.3 The guarantor subordinates any obligations that may exist between the buyer and the guarantor to the obligations of the buyer to the seller.

7.4 The guarantee being provided by the guarantor is a general, continuing, absolute, unconditional and irrevocable guarantee of payment and not of collection and is an indemnity for such obligations of the buyer, enforceable by the seller, his successors and assigns and is binding upon the guarantor.

In witness whereof the parties hereto have executed this agreement the day and the year first above written.

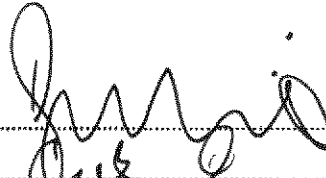
**SIGNED and DELIVERED**

As a DEED by HIMACHAL LTD

Witness Signature

Witness Name

Witness Address

  
G. PATRICK  
398 SKIPTON RD  
KEIGHLEY BD20 6HP

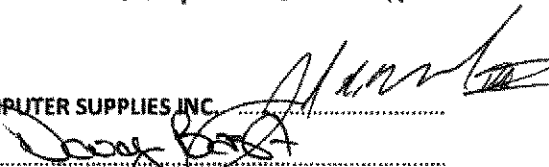
**SIGNED and DELIVERED**

As a DEED by DIVERSIFIED COMPUTER SUPPLIES INC

Witness Signature

Witness Name

Witness Address

  
DARCY BAST  
8960 Moon Rd Saline MI

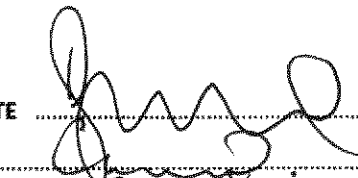
**SIGNED and DELIVERED**

As a DEED by DAVID JOHN WHITE

Witness Signature

Witness Name

Witness Address

  
G. PATRICK  
398 SKIPTON RD  
KEIGHLEY BD20 6HP