Sales, Technical Support & Accounts:
Unit 2 Eldon Road Industrial Estate
Beeston
Nottinghamshire
NG9 6DZ
T: 0115 968 3540
sales@ksm.co.uk

https://www.ksm.co.uk

For KSM Use Only:

A/C Number:			
Credit Limit:			
Authorised By:		Date:	
Added to Monitoring:		Date:	

APPLICATION FOR CREDIT FACILITIES

Once completed, please return via one of the above contact methods

COMPANY DETAILS

Name of Business:		
Trading Address:		
Telephone Number:	Fax Number:	
Previous Address: (if less than three years at current address)	Nature of Business: VAT Number:	Amount of Credit Required:
Accounts Contact Name:	Email Address:	
Order Contact Name:	Email Address:	

PROPRIETOR DETAILS

If more than three please continue on additional sheet of paper

	1	2	3
Surname			
Forename(s)			
Date of Birth			
Home Address			
Home Telephone No.			

BANK DETAILS

Name and Address of Bank:	Account Name:
Account Number:	Sort Code:

TRADE REFERENCES

Please complete this section fully with the details of three companies who we may approach to seek a reference

Name and Address	Reference 1:	Reference 2:	Reference 3:
Telephone Number			
Email Address			

DECLARATION

I/We hereby request you to open a credit account. I, being an authorised signatory, confirm our acceptance of your conditions of sale. I, being an authorised signatory of this business, agree that payment of all accounts will be received by you (as the supplier) within your stated credit terms and acknowledge that our adherence to this obligation is the essence of the contract between us.	Signature:	Date:
	Full Name of Person Authorising Application:	Position of Signatory:

OUR CREDIT TERMS ARE STRICTLY 30 DAYS FROM DATE OF INVOICE

DEFINITIONS: "KSM" means KSM Limited, Unit 37 Bookham Industrial Park, Church Road, Great Bookham, Surrey, KT23 3EU. The "BUYER" means any person, firm, or company that buys or agrees to buy goods from KSM. "GOODS" means the articles (including any installment of the articles or parts for them) ordered by the Buyer from KSM. "CONDITIONS" mean these conditions of sale together with any special terms and conditions agreed in writing by KSM and the Buyer.

CONDITIONS APPLICABLE: The Buyer's order is accepted upon and subject to these Conditions only to the exclusion of all other terms and conditions subject to which the Buyer's order is made or purported to be made. No variation to these Conditions shall be binding unless agreed in writing by KSM.

ORDERS AND SPECIFICATIONS: No order submitted by the Buyer shall be deemed to be accepted by KSM unless and until confirmed in writing by KSM's authorised representative. The quantity, quality and description and any specification for the Goods shall be those set out in KSM's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by KSM). In the absence of a full specification KSM's manufacturing designs, formulations and selling prices are prepared on the basis of the customer's general description or sample. KSM's interpretation of the requirement is indicated in the relevant quotation. Unless otherwise stated the dimensions or other parameters given are descriptive only and are subject to normal manufacturing tolerances. Dimensional and performance characteristics, other than those specifically indicated should not be implied. KSM reserves the right to make any changes in the specifications for the Goods which are required to conform with any applicable safety or other statutory requirements or, if the Goods are supplied to KSM's specification, which do not materially affect their quality or performance. Where customers' orders for goods are specifically manufactured KSM may manufacture and deliver within +/- 10% of the customers' ordered quantity. Normally deliveries of special cables may contain up to 10% in lengths shorter than standard but this percentage may be exceeded where the total length of the special cable ordered and the specified individual lengths demand it. The price will be adjusted accordingly. The Buyer shall indemnify and keep indemnified KSM against all claims, costs, damages and expenses incurred by or for which KSM may become liable by carrying out any work required to be done on or to the Goods in accordance with the requirements or specifications of the Buyer which results in any claim for infringement of any intellectual property rights vested in another person, firm or company.

PAYMENT TERMS: Strictly net cash with order unless a credit account has been established with KSM. Where a credit account has been established with KSM, payment made for each installment of Goods delivered within 30 days after delivery (whether the Goods are whole or only part of the Goods ordered) and the time of payment of the price shall be of the essence. If the Buyer fails to make any payment on the due date, then without prejudice to KSM's other rights or remedies, KSM shall be entitled to:-
(a) charge interest at 4% over the Barclays Bank PLC. base rate from time to time on any payment that is overdue until actual payment (both before and after any judgement).
(b) to cancel the contract or suspend any further deliveries to the Buyer and
(c) to appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and KSM) as KSM may think fit.

DELIVERY: Any time or date quoted by KSM for delivery is given and intended as an estimate only. Whilst every endeavour will be made to meet an estimated time of delivery for delivery, KSM shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery. KSM reserve the right to deliver by installments against any order. Each delivery shall constitute a separate contract and KSM's failure to deliver any one or more installments in accordance with the conditions, or any claim by the Buyer in respect of any one or more installments, shall not entitle the Buyer to treat the contract as a whole as repudiated. Where KSM arranges for delivery to the Buyer's address, the carrier is deemed to be the Buyer's agent. Non-delivery must be reported immediately in writing to KSM and the carriers within 7 days of the date of despatch.

RISK: Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery of the Goods. Delivery of the Goods shall be deemed to take place at the time the same are posted by KSM in a package addressed to the Buyer, placed in the hands of any delivery agent or service or, if the Buyer collects the Goods, when KSM notifies the Buyer that they are available for collection.

OWNERSHIP: Notwithstanding delivery and the passing of risk in the Goods, legal and equitable ownership of the Goods shall remain with KSM until the price of the Goods and all other goods agreed to be sold by KSM to the Buyer, for which payment is then due, has been paid in full. Until that time the Buyer shall:-
(a) hold the Goods as KSM's fiduciary agent and Bailee only.
(b) keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as KSM's property.
(c) be entitled to resell or use the Goods in the ordinary course of its business but shall account to KSM for the proceeds of such sale (including insurance proceeds).
KSM may recover the purchase price notwithstanding the fact that ownership has not passed, and the Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of KSM, and, if it does so, all monies owing by the Buyer to KSM shall (without prejudice to any other rights or remedies of KSM) become due and payable immediately.

ENTRY RIGHTS: Until property in the Goods passes to the Buyer, KSM shall be entitled at any time to require the Buyer to deliver up the Goods and, if the Buyer fails to do so forthwith, to enter any premises where the Goods are kept to take possession thereof.

WARRANTY: Any Goods supplied by KSM which contain defects of materials or workmanship will at the option of KSM be replaced or repaired free of charge provided that:-
(a) details of any defect are notified to KSM in writing as soon as discovered and in any event within one month of the date of purchase
(b) the Goods are returned to KSM within 14 days of KSM being notified of any defect
(c) the instructions prescribed by KSM have been strictly followed and the Goods have not been damaged as a result of accident, neglect, misuse or other improper treatment
(d) alterations or modifications have not been made or attempted by anyone other than KSM or its authorised agent.
Other than set out in this Condition all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Except in respect of death or personal injury caused by KSM's negligence, in no circumstances shall KSM be liable for consequential loss or damage (including loss of profit or otherwise) of any nature in relation to the supply of the Goods, or their use or resale by the Buyer.

FORCE MAJEURE: KSM will not be liable to the Buyer or deemed to be in breach of contract because of any delay or non-performance directly or indirectly due to any cause beyond KSM's reasonable control including (without limitation) lack of adequate instructions from the Buyer, Governmental regulations or requirements, Acts of God, unavailability of materials, work stoppages, strikes, slow-downs, boycotts or other industrial action and in such a case may wholly or partially suspend shipment of Goods.

USE OF GOODS: The Buyer acknowledges that he is exclusively responsible for detailing the specification for all goods ordered from KSM, for ascertaining the use to which they will be put, and for determining their ability to function for that purpose.

SUSPENSION, CANCELLATION AND RETURNS: Where a customer places a firm order for the bulk supply of goods over a specified period, acceptance of deliveries may not be partially or wholly suspended unless agreed by KSM in writing. If the total quantity of goods ordered has not been specified for delivery by the end of the period stated and agreed on the order, then KSM reserve the right to deliver the quantity of goods outstanding in accordance with the terms specified and the customer shall become liable for payment for the goods in full. In the event of the cancellation of an order KSM reserve the right, without prejudice to any other rights or remedies it may have, to charge up to 100% for stock held by KSM pending shipment, up to 100% for items of which KSM cannot cancel delivery with KSM's supplier and up to 50% for the remaining balance. In particular (but without limitation), in the event of cancellation by the Buyer of part only of the order, KSM shall be entitled to re-calculate the price of the uncancelled part of the order as if it constituted the whole order, and re-invoice the Buyer accordingly. No returns will be permitted without KSM's prior consent in writing and must be returned at the Buyers expense in their original condition and packaging.

INSOLVENCY: Without prejudice to any other right or remedy it may have, KSM shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer if:-
(a) the buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for purposes of amalgamation or reconstruction);
(b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
(c) the Buyer ceases, or threatens to cease, to carry on business; or
(d) KSM reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
If the Goods have been delivered but not paid for the price shall become immediately due and payable not withstanding any previous agreement or arrangement to the contrary.

EXPORT OF GOODS: In the event of the Goods being exported out of the United Kingdom of Great Britain and Northern Ireland it shall be the responsibility of the Buyer to ensure that the Goods comply with all legal requirements and standards in the countries to which the same are exported and no warranties are made by KSM in this respect and no liability will be accepted by KSM if the Goods are not permitted in the country concerned.

WAIVER: The failure on the part of KSM to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

SEVERABILITY: The invalidity of the whole or any part of any of these Conditions shall not affect the validity of the remaining part of the particular Condition or the other provisions of these Conditions.

NOTICES: Any notice required to be given hereunder shall be in writing and may be delivered personally or sent to the other party by pre-paid first class post, telex or facsimile at its registered office or principal place of business or last known address, and shall deemed to have been received, if sent by post, 24 hours after posting and, if sent by telex or facsimile, immediately upon despatch whether or not it is actually received.

HEADINGS: Headings to any of these Conditions are included to facilitate reference only and shall not affect the construction hereof.

LAW: These Conditions shall be governed by English Law and the English courts shall have jurisdiction in relation thereto.