



KRAMER
Electronics UK Ltd

APPLICATION FOR CREDIT TRADING ACCOUNT

Note:
It is important to complete all lines of the application to avoid delay in processing same. The completion of this form does not constitute acceptance of your application form for a trade account.

Trading Title

VAT Number

Company (if different)

Trading Status
 (a) Limited
 (b) Sole Trader
 (c) Partnership

If (a)

Registered Number

Date Incorporated

Contact
If (b) or (c)

Previous Address
(If fewer than three years)

Home address How long (yrs)

If (b) or (c) Own/Rent/Lease

Post code

Telephone Numbers
 Office
 Mobile
 E-mail

Home
 Fax
 Web

Anticipated Annual Purchases £

Credit Limit Required £

Trading / Invoice Address	Name and Address of Bank
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
Post Code <input style="width: 150px; height: 20px;" type="text"/>	Post Code <input style="width: 100px; height: 20px;" type="text"/>
	Account No. <input style="width: 150px; height: 20px;" type="text"/>
	Sort Code <input style="width: 100px; height: 20px;" type="text"/>

Name and Address of 2 Trade References	Acc. No.	Tel No.
Trade 1 <input style="width: 500px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>
<input style="width: 500px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>
<input style="width: 500px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>
Trade 2 <input style="width: 500px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>
<input style="width: 500px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>
<input style="width: 500px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>

WE CONFIRM WE HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF TRADE OVERLEAF

Signed

Print Name

Date

Kramer Electronics UK Ltd
Unit 2, Premus
Coldharbour Way
Aylesbury, Bucks. HP19 8AP

Tel: 01296 330011
Fax: 01296 330055



Kramer Electronics UK Limited

Terms and Conditions of Trading

In these terms and conditions the expression "the company" means KRAMER ELECTRONICS UK LIMITED and/or its subsidiaries.

GENERAL: Unless otherwise expressly agreed in writing all goods are sold subject to the following conditions to the exclusion of any conditions of the Purchaser and no agent or representative of the Company has any authority to vary or omit these conditions or any of them.

1. **PRICES:** Both quoted and printed prices are subject to alteration without notice. The right is reserved to invoice goods at prices current at the date of despatch. All prices are subject to Value Added Tax at the appropriate rate at the appropriate tax point. The Company's price list does not constitute an offer and no contract shall become into being unless and until the Company communicates its acceptance of the Customer's order.
2. **QUOTATIONS AND INVOICES:** Quotations are subject to confirmation, and the right is reserved to amend any order and/or quotations or invoices.
3. **DELIVERY:** Whilst every effort is made to maintain delivery dates, failure to deliver at the time stated will not be sufficient cause for cancellation, nor shall it constitute a breach of contract and no liability for loss or damage, including consequential loss and loss of a bargain, can be accepted in case of non-delivery or delay in delivery. In the absence of express instructions from the Customer to the contrary, the Company reserves the right to deliver any order by instalments. Each instalment shall be deemed to be a separate contract, and shall be invoiced accordingly. No default in respect of any one instalment shall affect or prejudice due performance of the contract as regards any other instalments. Deliveries offered ex-stock are subject to the goods being unsold at the date of processing the Customers order. Normal stock lines may be temporarily out of stock and will be marked as "outstanding" on the Delivery Note.
4. **DAMAGE, SHORTAGE AND ERRORS:** No responsibility is taken for breakages, shortages or errors unless the delivery document is endorsed accordingly and we are notified in writing within three days of the receipt. In the absence of such notification the customer shall be deemed to have accepted the goods. In the event of non-delivery, the carrier and the Company must be notified in writing within fourteen days of the date of the invoice. **PROOF OF DELIVERY** is only available within three months following the date of despatch.
5. **NEW ACCOUNTS:** Until a credit account is established, all business is on a cash basis unless otherwise agreed. Credit facilities are subject to the following conditions or to any such conditions as may be in force from time to time:
 1. A minimum of two satisfactory trade references and a bank reference are required
 2. A level of trading equivalent to £4,000 per annum is maintained, or other as agreed.
6. **CREDIT AND PAYMENT:**
 1. Accounts are payable to Kramer Electronics UK Ltd, Unit 2, Premus, Coldharbour Way, Aylesbury HP19 8AP.
 2. Accounts are to be paid by the end of the month following date of invoice. Payment received by the 15th of the month following date of invoice will qualify for a 3% settlement discount.
 3. Orders supplied on a Cash Sales / Cash-on-Delivery arrangement are invoiced NETT and no settlement discount is allowed for such transactions. Payment is due at the time of delivery.
 4. Accounts outstanding after 30 days following the due date may be subject to an interest charge of 2% per month on the outstanding balance, such interest to accrue on a daily basis until the date of actual payment after as well as before any judgement.
 5. Unless otherwise agreed, credit facilities are granted on the condition that if payment is not made in full by the last day of the calendar month following date of invoice, the Company reserves the right to withdraw credit facilities.
 6. Customers are not entitled to withhold payment of invoices or make deductions from invoices which are not in dispute. Unless invoices are identified, payments received will be set against the oldest balance shown on the statement.
 7. The Company reserves the right to recover from the customer any costs incurred directly or indirectly in connection with an overdue account.
 8. The Company reserves the right to withdraw credit facilities without notice in the event of no trading transaction extending over 6 months.
7. **RETURNS: GOODS SUPPLIED CORRECTLY AS ORDERED CANNOT BE RETURNED FOR CREDIT.** Request for return for other reasons must have our written consent. **DO NOT DESPATCH GOODS UNTIL YOU HAVE OUR CONFIRMATION (RMA NUMBER) THAT WE ARE PREPARED TO ACCEPT THEM BACK FOR CREDIT.** In the event that we accept goods back for credit, it will be necessary to make a service charge as follows:
 1. Within 7 days of delivery, no charge
 2. Within One Month of delivery – 15%
 3. Within Two Months of delivery – 20%
 4. Over Two Months from delivery we cannot accept goods back for any reason.All returned goods will only be accepted carriage paid. We accept no responsibility for any damage or loss in any way to goods whilst in transit to us. The acceptance of any returned goods is not an admission of any defect in or damage to the goods.

8. TITLE AND RISK:
- a) Property in goods shall remain with the Company until unconditional payment for (i) all the goods constituting the contract to which such goods relate and (ii) all other goods the subject of any other contract between the Company and the customer which at the time of payment of the full price of the goods under the former contract, have been delivered to the customer but not paid for in full, has been made in full.
 - b) Until such unconditional payment the customer shall
 - 1 Keep such goods in its capacity as bailee for the Company and
 - 2 Store the goods separately and clearly identify the goods so that they can be clearly recognised as the property of the Company
 - 3 Be obliged to deliver up the goods to the Company at any time should the Company so require.
 - c.) The customer shall be entitled to sell and deliver such goods in the ordinary course of business as principal to a third party provided that so long as the customer has not fully and unconditionally discharged all payments due to the company referred to in sub-clause (a) above relating to such goods shall in its fiduciary capacity as agent for the Company hold all proceeds for sale of such goods on trust for the Company and in a separate account.
 - (d) The customer hereby assigns to the Company all rights and claims which the customer may have against a third party arising from sales to its own customers referred to in sub-clause (c) above until unconditional payment has been made to the Company in full in accordance with sub-clause (a) above.
 - (e) If before title in goods has passed to the customer, the customer enters into liquidation or suffers a Receiver to be appointed, the Company may give notice to the customer terminating the order, whereupon the customer shall at its own expense redeliver such goods to the Company. In such cases the Company may with or without previous notice take possession of the goods and is in such circumstances irrevocably authorised by the customer to enter the premises on which the goods are situated by its employees or agents together with such vehicles as are necessary and remove the same at the customer's expense.
 - (f) Notwithstanding the provisions of this clause, risk in all goods supplied shall pass to the customer on delivery, whereupon the customer shall be liable for the insurance of such goods.
9. WARRANTY.
- (a) Save as provided hereinafter or by a written guarantee or warranty which may accompany goods, all warranties, conditions, guarantees or representations express or implied, statutory or otherwise (insofar as they may lawfully be excluded) are hereby excluded and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any breach of contract defects or deficiencies of any sort in the goods supplied by the Company and whether such defects or deficiencies are caused by the negligence of the Company or its servants or agents or otherwise.
 - (b) The Company does not exclude its liability for death or personal injury and accepts liability for any breach on the part of the Company of any undertaking as to title, quiet possession and freedom from encumbrance which may be implied by Section 12 of the Sale of Goods Act 1979.
 - (c) This clause shall not deprive a customer dealing as a consumer pursuant to Section 12 of the Unfair Contract Terms Act 1977 of his statutory rights.
10. LIMITATION OF LIABILITY: Without prejudice to sub-clause ((b) and (c) of Clause 10 above, the amount of any damages recoverable by the customer from the Company for breach of contract or negligence or other tortuous act shall be limited to the invoice price of the goods.
11. INABILITY TO SUPPLY.
- (a) Without prejudice to any other condition hereof should the supply or despatch of the whole or any part of the goods contracted for be interrupted prevented or hindered by any cause or causes whatsoever beyond the Company's control, the Company shall be entitled to postpone or suspend any delivery or deliveries under the contract until (in the Company's judgment) any such cause has ceased to operate. The Company shall be under no liability whatsoever in respect of such postponement or suspension.
 - (b) Without limiting the generality of the cause or causes referred to above, the same shall include war, fire, accident, breakdown of plant or machinery, industrial action, disputes (including strikes and lockouts) unavailability of and restrictions on supplies, non-delivery or delay in delivery of any materials or any other circumstances (of whatsoever nature and not limited to the foregoing) which directly or indirectly interrupt or hinder the due performance of the contract.
12. WAIVER: Any concessions or latitude which the Company may make or allow to the purchaser at any time shall not prejudice any subsequent exercise of our legal rights, whether or not such concession or latitude shall have been relied upon or otherwise acted upon by the purchaser and whether or not the purchaser received prior notice terminating such arrangements or reducing or cancelling any additional time for payment granted by the Company.
13. GOVERNING LAW: Any contract made between the Company and the customer shall in all respects be governed by and construed in accordance with English law and the parties hereto submit to jurisdiction of the English courts.
14. If at any time any one or more of these Terms and Conditions (or any paragraph or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law the same shall be deemed omitted here from and the validity and / or enforceability of the remaining Terms and Conditions shall not in any way be affected or impaired.
15. These Terms and Conditions of Trading supersede all previous Terms and Conditions issued.

June 2008 - Kramer Electronics UK Limited, 2 Premus, Coldharbour Way, Aylesbury, Bucks, HP19 8AP.

Company Name: _____ **Date:** _____

Customer Signature _____