



KYMAN LEDTEX

Head Office:
45 Rumbridge Street
Southampton
SO40 9DR
United Kingdom
Tel: +44 (0) 2380 428 975
Fax: +44 (0) 8715 227 819
E-mail: info@kymanledtex.com
Website: www.kymanledtex.com
VAT Reg. No. GB 901 5708 47

Trade Account Application Form

Page 1 Of 3

Company Name: _____

Office Address: _____ Registered Address (If Different) _____

Postal Code: _____ Postal Code: _____

Office Tel: _____ Main Trading Activity: _____

Office Fax: _____ Company Registration No: _____

Office E-mail: _____ Date Company Registered: _____

Bank Name: _____ Date Trading Commenced: _____

Account Name: _____ VAT No: _____

Account No: _____ Country of Registration: _____

Sort Code: _____

Company Website: _____

Type of Business: Limited Company Sole Trader Partnership

Type Of Company: Distributor Wholesaler Retailer

Other: _____

Name & Home Addresses Of Directors/Partners:

1) _____ 2) _____

Contacts:

1) MD/Senior Executive: _____ 2) Other Business Contact: _____

Direct Line: _____ Direct Line: _____

Mobile No: _____ Mobile No: _____

Kyman Ledtex Limited Application Form Page 2 of 3

Names of other Authorised Traders:

1) _____ 2) _____

Direct Line: _____ Direct Line: _____

Mobile No: _____ Mobile No: _____

3) _____ 4) _____

Direct Line: _____ Direct Line: _____

Mobile No: _____ Mobile No: _____

How did you hear about Kyman Ledtex Limited?

Any other comments:

DECLARATION

I/we hereby declare that the information given on this form is complete, accurate and true.

Signature of a Director: _____

Print Name: _____

Date: _____

Company Stamp or Seal:

PLEASE COMPLETE & FAX BACK TO +44 (0) 8715 227 819

Together with:

- A) Copy of your Certificate of Incorporation
- B) Copy of your valid VAT Certificate
- C) Copy of Company Letterhead.

TERMS AND CONDITIONS

Definitions

In these Terms and Conditions the following words shall have the following meanings. 'The Company', 'We' or 'Organization' shall mean Kyman Ledtex Limited. The 'goods' shall mean the articles and services the subject matter of the Contact between the Company and the Customer. The 'Customer' or 'You' shall mean the person, firm or company offering to purchase goods or service from the company.

General

All customers undertaken by the Company is undertaken on the Terms and Conditions herein contained and any variations will only be binding on the parties hereto if such variation is in writing and signed on behalf of the Company by a Director of the Company. Any order placed by a Customer is deemed to be upon the Terms and Conditions herein contained.

Freight Carriers

Customer understands and agrees that the appointed freight carriers or companies that actual transported your shipment is exclusively responsible for the transportation and delivery of your shipment.

Quotations

All quotations are subject to acceptance within 3 weeks. Orders are accepted subject to availability of stock.

Prices and payment

1.All quotations are given at current prices, but are subject to alternations without notice in accordance with prices and discounts ruling at time of delivery.

2.The Company accepts payment by CHAPS, BACS bank transfer, cheque, MasterCard, Visa, Debit cards and cash only in GBP.

3.The Company remains the sole owner of the totality of the goods you have purchased or ordered until full payment for all the goods is received from you. The Company can retrieve and resell them if they are not fully paid for. This applies to all goods that has been ordered or purchased by The Customer and to any money owing in respect of any transaction with The Customer.

4.Under the Late Payment of Commercial Debts Regulations 2002, The Company can exercise its statutory right to charge interest and administration charge on all invoices overdue.

5.The Company requires full payment at the time of order of the totality value of the goods including all charges incurred throughout the whole transaction before the Company process the order.

6.All prices are temporary and can be changed as per the need of the company.

7.The Customer shall be liable, jointly and severally, for all charges payable on account of such Customer's shipment, including but not limited to transportation, fuel and other applicable accessorial charges, including all adjustments issued by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and Organization's attorney fees and legal costs allocable to this shipment and/or all disputes related thereto. Unless otherwise agreed, Brokers scheduling shipments for the Customer shall be liable, jointly and severally, for all charges payable on account of such Customers shipment. The Company shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by the Customer. The Company reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information provided at the time of the original quote or if additional services by the carrier were required or otherwise authorized by the Customer to perform the pick up, transportation and delivery functions therein. The Customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If the Company does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by the Organization.

Orders

Written confirmation of all telephone orders must be provided before the Company accepts the order. This written confirmation may take the form of facsimile or e-mail. The Company may cancel or suspend delivery of all or any part of any order, if any of the Customer's commitments with the Company are not met or if the Company is of the opinion that such commitments will not be met.

Cancellation

You cannot cancel a submitted order, unless this is agreed in writing by the Company authorised representative.

Shipping & Delivery

1.All Shipping Instruction documents are NON-NEGOTIABLE and have been prepared by the enrolled Customer or by ("The Organization") as Customer's agent on behalf of the Customer and shall be deemed, conclusively, to have been prepared by the Customer and to bind Customer. Any unauthorized alteration or use of the Shipping Instruction documents or tendering of shipments to any carrier other than that designated by the Organization, or the use of any Shipping Instruction documents not authorized or issued by the Organization shall VOID the Organization's obligations to make any payments relating to this shipment and VOID all rate quotes.

2.The Company is not liable for any loss, damage, mis-delivery or non-delivery caused by the act, default or omission of the Carrier. The Company is not liable for any loss, mis-delivery or non-delivery caused by the act, default or omission of the Customer or any other party who claims interest in the shipment, or caused by the nature of the shipment or any defect thereof. The Company is not liable for losses, mis-delivery or non-delivery caused by violation(s) by the Customer of any of the TERMS AND CONDITIONS contained in the carrier's General Rules Tariff including, but not limited to, improper or insufficient packing, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions. The Company is not liable for losses, mis-delivery or non-delivery caused by the acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labour disputes, weather conditions or mechanical delay or failure of aircraft or other equipment. The Company is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of the Organization.

3.Whilst the Company shall always do its best to comply with a date quoted for delivery of goods, it accepts no liability or responsibility for loss or damage arising from failure to comply with dates quoted. All goods will be deemed to have been delivered in good order unless the Company is notified in writing within seven days from receipt of goods. Quantities appearing on our Dispatch Note and Return Dockets shall be binding on the Customer unless written notification of any query relating thereto is received within seven days from date of issue of the relevant docket.

Return of Goods

1.All goods are sold to you with the benefit of the manufacturer's warranty. We will accept returns of faulty goods notified to us within 14days of delivery, subject to the terms of the manufacturer's warranty.

2.If an order was placed in error, or the goods was not up to the customer's expectation, there will be a 30% surcharge for administration and restocking fee deducted from the total value of the order (invoice). Delivery cost will not be refunded.

3.If faulty goods are to be returned to the Company, you must obtain an RMA (Return Merchandise Authorisation) from the Company customer service department. The RMA will be valid for 28 days. The customer shall incur all Return charges. We cannot accept unauthorised returns, which do not have an RMA.

Retention of Title

Goods shall remain the property of the Company until paid for in full by the Customer. Where payments are received on account from the Customer by the Company such payments shall be applied against the oldest outstanding invoices. The Company may at any time, give notice to the Customer requiring the Customer to redeliver any goods supplied by the Company where the Customer is in default of payment. Any servant or agent authorized by the Company shall be entitled to enter upon the premises of the Customer for the purpose of removing any goods which are the property of the Company and which are in the possession of the buyer. The Customer's power sale shall automatically cease if a receiver is appointed over any assets or the undertakings of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary liquidation.

Orders are only accepted subject to the Company's Terms and Conditions herein printed. Unless expressly accepted in writing any conditions in a Customer's order form at variance with or in addition to these conditions shall not take precedence over any of the conditions of offer contained herein.

Jurisdiction

The Courts of England and Wales shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with this Website and its use and these Terms.

This Website is aimed at users in the United Kingdom. Where UK regulatory authorities have jurisdiction over the contents of this Website, Associated has attempted to ensure compliance with the requirements of such regulatory body.

However, some of the information in the pages contained in this Website is not to be accessed from certain jurisdictions and no representation or warranty is made as to whether the information available in this Website complies with the regulatory regime of countries other than the United Kingdom.

Limitation of Liability

UNDER NO CIRCUMSTANCES, SHALL KYMAN LEDTEX LIMITED, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THIS SITE OR YOUR RELIANCE ON ANY CONTENT. THIS LIMITATION OF LIABILITY APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS AND EVEN IF AN AUTHORIZED REPRESENTATIVE OF BD OR ITS AFFILIATES HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.