

Kitchequip.co.uk

Application for Credit Account

New Account Name		Kitchequip A/C Manager	
Trading Address			
			Postcode
Tel No		Fax No	e-mail address

Invoice To	Head Office	Statement to: Head Office	
Invoice/ Statement Address			
Postcode		Direct Tel No	
Contact name		Fax no	
Email address		VAT NO	

Company type --- Sole Prop	Partnership	Limited Company	PLC
Limited Company		Sole/Partnership/Directors Names	
Registration No			
Registration office			
Date Established			

Letterhead Attached	yes/no

REFERENCES	NO FOOD OR DRINK SUPPLIERS TO BE USED.
Trade Reference 1	
Tel	
Fax	
email	
Trade Reference 2	
Tel	
Fax	
email	
Trade Reference 3	
Tel	
Fax	

Bank Name		Address	
A/C No		Sort Code	

Declaration: I hereby agree to the payment terms of Kitchequip Co. and authorise Kitchequip to contact our Bankers. **Please refer to terms and conditions on the reverse side.**
 You may from time to time receive business information only from us relevant to your work. If you specifically do not wish to receive this information and not be included on our mailing list yes/no

Customers Signature
 Position in Company
Who is authorised to give orders.

All fields must be filled in. Please return by post (both sides)

Account Opened YES / NO	Account Number
Approved By	Date/...../.....

Kitchequip.co.uk
Carpa House
Blowick Business Park
Crowland Street
Southport, PR9 7SJ
Tel: 01704 535577 Fax: 01704 501999
Website: www.kitchequip.co.uk
E-mail: sales@kitchequip.co.uk
Registered Number: 2858677 England

1. Introduction

All business undertaken by the Kitchen Equipment Company Limited (the Company) is transacted subject to these conditions each of which shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its customers. No agent servant or employee of the Company has the Company's authority to alter or vary these conditions.

2. Customer's Authority

Customers entering into transactions with the Company expressly warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may become interested in the Company's goods or products whether in whole or in part.

3. Withdrawal or alteration of quotations

All quotations are subject to withdrawal or alteration in whole or part by the Company at anytime until the customer's acceptance of orders given upon them have been subsequently confirmed by the Company in writing and, if the company requires references or guarantees, until the company has notified the customer in writing that the result of the enquiries is satisfactory or that the guarantor has been accepted by the Company.

4. Company's agents and suppliers

Any orders, instructions and requests placed with or given to the Company may in the absolute discretion of the Company be complied with by the Company itself by its own servants or agents performing part or all of the relevant services or manufacturing processes or by the Company employing or instructing or entrusting the services manufacturing processes goods or products to others for whatever purpose on such conditions as such others may stipulate to perform part or all of such functions including the carriage shipping and transportation of part or all of the goods or products whether complete or not and the customer agrees for himself his servants agents or nominees that any such conditions shall be binding upon him as if the customer had given direct instructions or placed the order with any person as the company may employ in transactions undertaken by the Company on behalf of its customer.

5. Availability of materials licenses etc.

All contracts arising out of orders accepted by the Company will be subject to availability of materials and to the Company being able to obtain any necessary authorisation or licenses and the same remaining valid.

6. Price variation

All prices quoted by the company may be varied by it at any time to correspond with any variation in the prices or costs of materials, labour, fuel, transport and other overhead expenses which may occur at any time before delivery of the order to the customer is expected.

- Value Added Tax. All prices are exclusive of Value Added Tax. VAT will be charged as an additional item on our invoices, at the rate of tax in force at the time.
- Validity. Unless otherwise stated any quotation issued by the seller will remain open for acceptance within 30 days and shall then lapse.

7. Deliveries

a) Deliveries made under contract may be suspended by the Company wholly or in part without liability during and for a reasonable time after lock outs combinations of work-people bombardments aircraft damage military or civil disturbance riot fire flood breakdown accident or other cause whatsoever imposing upon the Company total or partial stoppage of the Company's works or the supply to the Company of materials or labour or involving partial or total restriction or suspension of the facilities for transport power light or other essential services usually available.

b) (i) All delivery times quoted are estimates and are given in good faith. Every effort will be made to effect prompt despatch but the Company cannot be held responsible for any loss or damage resulting from delays and therefore no claim to the Company will be accepted.

(ii) All estimates given by the Company relating to the time or period for delivery installation or otherwise are subject to any delays arising from any cause referred to in sub-paragraph (a) above such estimates are also subject to site or foundation or other ancillary work not included in the Company's quotation being ready at the time represented to the company and are to be calculated from time of actual readiness unless otherwise agreed by the company in writing. Such estimates are based on current conditions as to labour and materials and any change in those conditions causing delay shall not give rise to any claim against the company.

c) (i) Where goods are sold carriage paid the extent of packing and protection will be at the Company's discretion unless the customer stipulates special packing in which case such packing will be charged extra. Goods will be dispatched by any means of transport at the company's discretion and if by rail to the nearest railway station or siding. No responsibility will be accepted by the Company for loss or damage in transit and no claim can be made against the carriers unless the carriers conditions and rules are complied with, the delivery ticket is marked 'not examined' or 'damaged' or 'deficient'

as the case may be and the Company and the carriers are notified within twenty four hours of receipt of the goods followed by a complete claim in writing within five days or in the case of non delivery unless the Company and the carriers are notified in writing within fourteen days of the date of despatch.

(ii) Charges. Packing materials will be charged as an extra to contract price but credited in full when returned carriage paid and in good condition.

(iii) Storage Charge. We reserve the right to charge £25 (plus VAT) per serial numbered item or carton per week (or part week) for all items remaining in the warehouse for more than four working days after the original acknowledged delivery date. Any invoices for this charge will be raised at the time of despatch and will be payable under our normal payment terms.

(iv) The client will neither impose any penalties for late delivery on the supplier, nor will the client attempt to pass on to the supplier any penalty which the client may incur as a result of late delivery, whether the supplier is aware or not of such penalty.

(v) The Buyer shall provide adequate unloading facilities at the place of delivery and, where the goods cannot reasonably be unloaded by the Seller's delivery man, shall at its risk and expense, provide adequate labour for off-loading.

(vi) If advance notice of the approximate arrival time is required, this must be stated on the order.

(vii) A handling charge, inclusive of postage and packing will be made on small orders.

8. Customer specifications

The customer shall supply details of specifications in reasonable time to enable the Company to complete manufacture and delivery within the specified period.

a) It is expressly declared that the client has not made known to the supplier any particular purpose for which the goods are required, other than may not be set out in writing overleaf on the order form.

9. Descriptions and illustrations

a) Any descriptions, illustrations, weight, dimensions or particulars of performance capacity or output submitted by the Company are approximate only and intended only as a general guide. They must not be taken as binding in detail and the Company will not be liable for any error or omission.

b) The Company reserves the right to vary the detail in any description illustration or catalogue or in any quotation provided by it without notice and further gives no warranties implied or otherwise that any goods or products are available for immediate transmission or delivery to a customer.

c) Any drawing photographic material of any description catalogue literature leaflets blueprints quotations and all or any documents produced for the purpose of any works of any description to be performed by the Company shall remain the exclusive property of the Company and will be returned on demand and shall not be copied or otherwise reproduced without first obtaining the consent of the Company.

10. Warranties and guarantees

All goods of the company's own manufacture are sold under and subject to the guarantee set out below and goods of other manufacturers (including proprietary articles of equipment supplied with or incorporated in goods of the Company's manufacture) are sold subject to the manufacturer's guarantee (if any) in so far as the Company is able to pass on to the benefit of the customer. Such guarantees are given in lieu and to the exclusion of all other conditions warranties and guarantees and save as aforesaid the Company gives no conditions warranties or guarantees in respect of any goods supplied by it and accepts no responsibility for any injury or damage howsoever caused by reason of any defect in such goods and all express or implied conditions or warranties statutory or otherwise as to quality for fitness for any purpose or correspondence with description or sample or otherwise are expressly excluded.

11. Company guarantee

a) All goods of the Company's own manufacture are guaranteed for 12 calendar months from the date of delivery to the original customer to the extent that subject to the conditions set out below the Company will repair or replace free of charge any part or parts which within that period are returned by the original customer carriage paid to the Company's nearest service depot and are found by the Company to be defective by reason of bad materials or workmanship.

b) The guarantee does not apply to proprietary parts not of the company's own manufacture.

c) The guarantee will be rendered invalid if the goods are misused or if any alterations or additions are made or repairs are done to the goods except by the Company or its authorised representatives.

d) If service under the guarantee is required where the goods are installed the Company reserves the right to charge for labour and expenses involved.

e) This guarantee is given in lieu of and to the exclusion of all other express or implied conditions or warranties.

f) The benefit of the guarantee shall not be assignable by the original customer without the company's consent.

g) The Company's liability shall be limited as herein provided and in no event shall such liability include damages for consequential losses of any nature whatsoever.

h) It is deemed that the Company is unaware of the customers intended use for any standard of 'special' equipment and therefore cannot be held responsible for its unsuitability should the customer believe it to be so.

12. Payment

a) Unless otherwise stipulated by the company all accounts are strictly net and must be paid in full in cash or by approved cheque on due date.

b) Goods or material delivered and work and labour done in respect of an order for which an exclusive sum is quoted will be invoiced pro rata and payment on due dates in respect of all such invoices shall be a condition

precedent to further deliveries until 90% of the contract price has been paid. The outstanding balance shall be payable within one month after practical completion.

c) The Company shall be entitled to charge interest at the rate of 2% above that specified for bank overdrafts should any account be overdue for a period of more than 30 days (such interest rate to be varied in accordance with a change in Bank overdraft interest rates if such shall arise during the period that money shall be owed to the Company) such account to include any amount disbursed by the Company on behalf of the customer.

d) The client will make no retention on payment for the goods for whatever reason. This clause therefore, includes for any early or normal settlement discount on contract work whether 'teething problems' are apparent or not as the company will endeavour to put right any faults of this nature.

e) For the avoidance of doubt, and without prejudice to the generality of paragraph 12d above, it is expressly agreed that payment for the goods will not be delayed by reason of the client awaiting payment under the terms of any contract to which the supplier is not a party.

f) Overdue Accounts, all discounts offered from our current selling prices are subject to payment being received within our terms of trading (Section 12). Non payment within this time will at the Company's discretion result in the discount being withdrawn on this and all outstanding accounts.

13. Passing of property in goods

Any goods or products delivered by the Company to the customer or his servant agent or nominee shall remain (save as regards risks thereto) the property of the Company until all invoice statements or accounts of the Company rendered by the Company to the customer or his servant agent or nominee have been discharged in full and in the event of default or delay in payment howsoever arising the Company shall be entitled to demand the return of the goods which shall be forthwith delivered up to the Company. The customer undertakes to ensure the goods or products for their full marketable value and further undertakes to ensure that the goods are not disposed of seized or taken into custody of any third party pending payment of such invoices statements and accounts. Should the customer resell the goods or products prior to such payment the company's beneficial entitlement shall attach to the proceeds of resale or to any claim for such proceeds. The customer further undertakes to indemnify the Company in respect of all costs expenses damages and claims of any description material to the recovery of the goods or products from the customer or any third party.

14. Lien

All goods and products whether manufactured by the Company or not and documents relating to such goods or products shall be subject to a particular and general lien and right of detention for monies due either in respect of any such goods or products or for any particular or general balance or other monies due from the customer to the Company, if any monies due to the Company are not paid within one calendar month after notice has been given to the customer that such goods are being retained they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of the customer and the proceeds applied in or towards satisfaction of such indebtedness.

15. Customer claims or counterclaim

A claim or counterclaim by the customer against the Company in respect of one particular transaction shall not be made the reason for deferring payment or withholding payment of monies payable or liabilities incurred to the Company in respect of any other transaction.

16. Installation

a) The Company will undertake the installation of equipment supplied but reserves the right to instruct or employ a sub-contractor of its choice for that purpose.

b) Installation of equipment supplied is not included in the quotation unless expressly stated therein.

c) Where goods or equipment supplied by the Company have been installed by the Company the customer will be required to sign a completion or commissioning certificate confirming that the installation has been carried out to his satisfaction. If after the completion of the installation the customer shall refuse to sign such a certificate it shall be deemed that the installation has been carried out in a satisfactory manner.

d) The Company will not be responsible for faults resulting from the incorrect installation of equipment by the customer or its representatives or agents. In such a case it is the customer's responsibility to commission and test the installation and to arrange at the customer's cost for any faults to be rectified.

17. Termination or suspension of the contract

a) Destruction or damage. If the goods are destroyed or damaged at any time before despatch the Company will be at liberty to terminate the contract without incurring any liability for any loss or damage resulting from such cancellation.

b) In the event of either (i) the Company being delayed or prevented from making delivery due to Act of God force majeure war civil disturbance requisitioning statutory restrictions import or export regulation strike lock-out trade dispute difficulty in obtaining labour materials breakdown of machinery fire accident or any other cause whatsoever beyond the company's control or (ii) non-delivery by the Company's suppliers or damage to or destruction of the whole or part of the goods the Company shall be at liberty to cancel or suspend the contract without incurring any liability for any resultant loss or damage.

c) Default of customer. If the customer shall default in any of his obligations to the Company or commit any breach of the terms of any contract entered into by the Company then the Company shall have the right to terminate without notice any agreements arrangements orders or obligations of any descriptions and invoice the customer for any work performed and expense incurred including any loss of profit forthwith and the customer shall

pay any such invoice so rendered in accordance with the applicable clauses hereof.

d) Bankruptcy and liquidation of customer. The Company shall also have the right to determine any agreement order or other obligation whether contractual or not if the customer shall make or offer to make any arrangement or composition with creditors commit any act of bankruptcy or if any Petition or Receiving Order in Bankruptcy shall be presented and made against the customer and if the customer is a Limited Company as defined by statute then if any resolution or Petition to wind up (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a Receiver of the customer's undertaking property or assets or any part thereof shall be appointed the Company shall have the right of determination on the terms herein before expressed.

e) Upon determination of the Buyers power of sale under the above provisions the Seller shall be entitled to enter upon any premises of the Buyer (or of third party holding the goods on its behalf) to repossess and remove or at its election to label mark or list the goods.

18. Alterations, Inspections, Extras

a) The Company reserves the right to make an additional charge for any extras ordered and not specified in the quotation and also for the expense of all inspection tests alterations or additions or any other work undertaken at the customer's request.

b) Re-erecting. The re-erection after delivery of any apparatus that the company has to dismantle for transit is an extra to contract price unless otherwise expressly specified in the quotation.

c) Removal of old apparatus or equipment preparation on completion of site or foundation and installation of supply services or metering are not included in the quotation unless expressly provided for.

d) Equipment supplied in kit, knockdown or component form is priced as such and assemble or re-assemble on site is an extra to the contract price unless otherwise expressly specified in the quotation.

e) Cancellation charges

(i) If a customer cancels an order for standard item of equipment before the equipment has been delivered the Company reserves the right to hold the customer liable to pay 20% of the current list price at time of despatch as liquidated damages to cover administration and other costs.

(ii) If the customer cancels an order for an item of equipment which has been made to his specific requirement he will be liable in addition to the above to bear the additional costs of converting the equipment to standard specifications. Where items are not capable of being converted the customer will also be liable for the cost of manufacture up to the time of cancellation.

(iii) After delivery to the customer no goods may be returned without the company's consent having been previously obtained in writing, such consent will not be given unless the equipment is faulty on delivery or is not in accordance with the customer's order or where other special circumstances apply. Where consent to the return of the goods is given acceptance will be subject to carriage being pre-paid and to the company's examination of goods on their return. If the goods are found to be unused and in first class saleable condition a credit will be issued at the price shown on the original invoice less a 20% handling charge. If it is agreed to accept return of goods which are not in a saleable condition any credit given will be computed at the original invoice prices less the company's estimate of the cost of restoring the equipment to first class condition.

(iv) Any items and conditions imposed in such circumstances by the company's suppliers shall be deemed to be incorporated in these terms and conditions.

(v) Items not normally held in stock. Any item ordered that is not normally held in stock will be ordered on your behalf from the manufacturer, and cannot be returned if found to be unsuitable or no longer required. If such an order is cancelled by the customer but the Company is unable to cancel its order on the manufacturer the Company will be entitled to claim from the customer any costs incurred.

19. Items manufactured specially

a) Items manufactured to a customer's special requirements cannot be returned and must be paid for.

b) Items not normally held in stock. Any item ordered that is not normally held in stock will be ordered on your behalf from the manufacturer and cannot be returned if found to be unsuitable or no longer required.

20. Drawings

All drawings shall remain the Seller's property and must not be wholly or partially used or copied without the Seller's permission.

21. Samples

Any goods required for samples will be dispatched and charged accordingly. Samples not required must be returned within 21 days from receipt and all carriage and packing costs must be borne by the customer.

22. Extension of Conditions

The foregoing terms and conditions supersede and exclude all general or special terms or conditions imposed or sought to be imposed by the customer at any time in relation to the contract. Therefore, the Company conditions and terms of trading will override any purchasing customer's requested terms.

23. Returns

Goods cannot be taken back without the company's previous consent and should in all cases be accompanied or preceded by advice notes. To assist in avoiding loss or delay in transit goods should be returned in cases consigned as 'empty'.

24. Interpretation

Any contract between the Company and the customer shall in all respects be construed and operate as an English contract in conformity with English Law.

Signature of acceptance of terms and conditions

Date