



# KLEEN-TEX

## COMMERCIAL CREDIT APPLICATION FORM

### COMPANY DETAILS:

Trading Name:	
Address:	
	Post Code:
Telephone:	
E-mail:	
Website:	

### BANK DETAILS:

Bank Name:	
Address:	
	Post Code:
Account Number:	
Sort Code:	

### TRADE REFERENCE 1:

Name:	
Address:	
	Post Code:
Telephone:	

### CREDIT REQUIRED:

Maximum Credit Amount Required: £
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### DECLARATION:

I/We hereby request you open a credit account. I, being an authorised officer of this business, do agree that payment will be received by you (our supplier) within your stated credit terms. I/We appreciate that adherence to this obligation is the essence of the contract between us. I/We have read and agree with the Terms and Conditions applicable for credit with Kleen-Tex Industries Limited.

### REGISTERED COMPANY DETAILS:

Registration Office:
Registration Number:
VAT Registration Number:
Time Trading as Company:

### SOLE TRADER / PARTNERSHIP DETAILS:

Name:	
Private Address:	
	Post Code:
Telephone:	
Trade Partner Name:	
Private Address:	
	Post Code:
Telephone:	

### TRADE REFERENCE 2:

Name:	
Address:	
	Post Code:
Telephone:	

### To be signed by a Director / Owner / Partner

Name:
Position:
Signature:
Date:

PLEASE RETURN YOUR COMPLETED APPLICATION FORM TO:

KLEEN-TEX Industries Limited  
Express Trading Estate, Stone Hill Road, Farnworth, Bolton BL4 9TP, United Kingdom  
Telephone: +44 (0)1204 863000 Fax: +44 (0)1204 863001  
E-mail: accounts@kleentexuk.com

[www.kleen-tex.co.uk](http://www.kleen-tex.co.uk)



# KLEEN-TEX

## TERMS AND CONDITIONS OF TRADE

All orders are accepted and all contracts to sell are made by Kleen-Tex Industries Limited ('KTIL') subject to the following conditions.

1. No order shall be binding upon KTIL until KTIL has given written acknowledgement of order.
2. No variation in the price or terms & conditions of any contract can be agreed after Kleen-Tex has commenced manufacture of the goods.
3. Quoted delivery dates are an indication only and shall not be of the essence of the contract. An extended delivery date shall not entitle the customer to cancel the order or to claim damages. However, if the delay in delivery is in excess of 3 weeks, the customer may in certain cases be entitled to cancel the order without any damages whatsoever.
4. As with all textile products variations in colour and size can be expected. KTIL operate within the commercial ICS colour tolerance of  $\Delta E$  1.0 and a manufacturing tolerance of +/- 3% on all sizes, unless otherwise agreed.
5. If goods are received in a damaged state or the consignment is incomplete, it is the responsibility of the customer to notify KTIL in writing within 7 days following receipt.
6. If the goods supplied differ materially from their description or from samples supplied, or are by reason of faulty material, workmanship or packing by KTIL, unmerchantable or unfit for any purpose of the customer of which KTIL has been notified in writing, KTIL undertakes to replace such goods or at the discretion of KTIL refund the purchase price. This undertaking shall be the absolute limit of liability of KTIL to the customer in respect of any such claim, and under no circumstances shall KTIL be under any further liability to the customer whether for loss of profit, any other indirect or consequential loss howsoever arising. Damages shall be paid in the form of deductions or credit notes.
7. All claims arising under conditions 5 and 6 shall be made in writing as soon as faults are reasonably capable of discovery. Claims in respect of faults are readily discernible on a reasonable examination of the goods and shall be made in any event within a period of 6 weeks from receipt of the goods.
8. Quotations given by KTIL indicating the price of the goods are only valid for a period of 30 days from the date of the quotation.
9. The customer shall make payment of the price of the goods and any other sums payable to KTIL within a period of 30 days from the date of the invoice. Failure to comply with these terms may result in (a) withdrawal of credit facilities and/or (b) a 1.5% interest charge, over Barclays Bank Ltd Base Rate, per month together with collection charges where applicable and/or (c) the institution of legal proceedings.
10. Except where the laws relating to bankruptcy and liquidation provide otherwise the customer shall not be entitled to withhold or set off payment for goods delivered by virtue of any debt, claim, or allegation other than a claim made in respect of those goods in accordance with conditions 5 & 6.
11. Until payment by the customer in full of (1) the price and (2) any other monies payable to KTIL in respect of the goods the title to property and beneficial ownership of the goods shall remain with KTIL. The customer shall hold the goods and any proceeds as bailee for KTIL in this respect. If the customer – (a) Makes default in or commits any breach of its obligations to KTIL hereunder, or (b) is involved in any legal proceedings in which its solvency is in question, or (c) is a company and any meeting is convened or Resolution is passed or Petition is presented (otherwise than for reconstruction or amalgamation) to wind it up or a Receiver is appointed, or, (d) Ceases or threatens to cease trade; KTIL or its agents may enter the premises of the Customer and take possession of any goods in which the title to property remains with KTIL and remove and dispose of them as KTIL thinks fit. KTIL shall apply the proceeds of disposal, after deduction of all expenses, in discharge of the amount unpaid by the customer.
12. In respect of all claims arising under condition 5 & 6, KTIL shall only give consideration to such claims if the faulty goods are returned to KTIL's premises within a period of 21 days from the date that the fault in the goods was first notified to KTIL. Complaints concerning goods already being used but which have not been treated in accordance with the instructions contained herein cannot be accepted.
13. Any discounts or allowance, agreed between KTIL and the customer, are strictly subject to full settlement of account within 30 days following date of invoice or variations to settlement terms as agreed in writing by KTIL.
14. KTIL may at any time without notice to the customer refuse or restrict credit whether or not the customer is in default.
15. The Customer shall indemnify KTIL against any claim whatsoever and all liability in respect of any infringement of trade mark or copyright resulting from compliance with the Customer's instructions, express or implied, in the reproduction of logo designs.
16. The interpretation and application of the Conditions shall be in accordance with English Law and both parties agree to submit to the exclusive jurisdiction of the English Courts.

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[www.kleen-tex.co.uk](http://www.kleen-tex.co.uk)

Kleen-Tex Industries Limited (Registration Number 3847996)