



WE ARE MEMBERS OF:
The Credit Protection Association

KMS Components
Terra Nova Way
Penarth Haven
Cardiff
CF64 1SA
Tel: 02920 713713 Fax: 02920 713703

Application To Trade With KMS Components Limited:

This form should be used to set up a trading account with KMS Components Ltd. Only someone who is authorised to agree to our terms and conditions of trading should complete this form.

Applicants full name: _____ Job title: _____

What is the full registration name of the company: _____

What is the full trading name of the company:

What is the full trading address of the company:	Registered address (if different)
_____	_____
_____	_____
_____	_____

Telephone: _____ Fax: _____ Email: _____

Registration number: _____ VAT number: _____

What is the company's legal status? Limited Partnership Sole Trader

IF SOLE TRADER/ PARTNERSHIP PLEASE PROVIDE FULL NAMES, HOME ADDRESSES & TELEPHONE NUMBER(S) OF ALL PARTNERS (PLEASE USE A SEPARATE SHEET IF NECESSARY)

1. _____ Tel No. _____ Address: _____

2. _____ Tel No. _____ Address: _____

3. _____ Tel No. _____ Address: _____

Date Company commenced trading: _____ Annual Sales £ _____

What is the nature of your business: _____

What type of account is required: 30 day post-dated cheque on delivery Credit Card Transax Direct Debit

****** You must supply us with a company letterhead and a utility bill. The utility bill must be a gas, electric, telephone or water bill. This is to protect you against other parties using your company details to obtain credit lines. ******

Who is the primary person responsible for payment of accounts: _____

Submitters Details:

What is your name: _____ Position: _____

I hereby agree to ALL the [Terms and Conditions](#) of KMS Components Limited and accept you retain title of product until all monies due have been received. We agree the payment terms required by KMS Components Limited.

Signed: _____ Date: _____ KMS Rep: _____

DATA PROTECTION ACT 1998
"We may make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency"



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Banking Details

Bank Name: _____ Bank Address: _____

Account Number: _____

Sort Coder: _____

Two Trade References

Name: _____ Name: _____

Address: _____ Address: _____

Telephone: _____ Telephone: _____

Fax: _____ Fax: _____

Amount Of Credit Required: _____ Per: _____

(NOTE: TRADE REFEREES SHOULD BE ABLE TO SPEAK FOR THE CREDIT FIGURE AS ABOVE)

I/WE AGREE THE CREDIT ACCOUNT FACILITY WILL BE ON YOUR STATED TERMS AND THAT ADHERENCE TO THIS OBLIGATION IS THE ESSENCE OF THE CONTRACT BETWEEN US.

I/WE AUTHORISE OUR BANKERS TO PROVIDE A BANKERS' OPINION AS TO OUR SUITABILITY FOR THE ABOVE AMOUNT

Signed: _____

Full Name: _____

Position: _____

For and on Behalf of: _____

Date: _____

DATA PROTECTION ACT 1998

"We may make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency"

These Terms and Conditions govern the supply to the Buyer of KMS Goods



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1. Definitions and Interpretation

1.1 The following definitions in this Condition 1 apply in these Conditions:

- 1.1.1 "Buyer" means any person who places an order with KMS.
- 1.1.2 "Contract" means any contract between KMS and the Buyer for the sale and purchase of Goods, which expressly or by implication incorporates these Conditions.
- 1.1.3 "Conditions" means these terms and conditions of sale.
- 1.1.4 "Delivery Address" means the address for the delivery of the Goods as specified [in the Order Acknowledgement].
- 1.1.5 "Delivery Date" means the delivery date as notified in writing by KMS to the Buyer and in accordance with Condition 4.2.
- 1.1.6 "Goods" means the goods as set out and specified in the Order Acknowledgement.
- 1.1.7 "Invoice" means an invoice raised by KMS and issued to the Buyer in respect of a Contract.
- 1.1.8 "KMS" means KMS COMPONENTS LTD a company registered in England and Wales whose registered office is at: KMS House, Terra Nova Way, Penarth Haven, Penarth, CF64 1SA.
- 1.1.9 "Order Acknowledgment" means the order acknowledgement by KMS (in accordance with Condition 2.4) confirming price, payment and delivery details.
- 1.1.10 "Price" means the price of the Goods as set out in the Order Acknowledgement and/or Invoice, excluding VAT.
- 1.1.11 "Procedure for Return of Defective Goods" shall mean the procedure as set out in Condition 5.5.
- 1.1.12 "Warranty" means the obligation of KMS to replace or repair any defective Goods in accordance with Condition 5;
- 1.1.13 "Warranty Period" means the period of any Warranty in respect of Goods as set out in Condition 5.1;

1.2 Words in the singular include the plural and in the plural include the singular.

1.3 A reference to one gender includes a reference to the other gender.

1.4 Condition headings do not affect the interpretation of these Conditions.

2. Conditions Applicable

2.1 Subject to any variation under Condition 2.5 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 Each order or acceptance of a quotation for Goods by the Buyer from KMS shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions.

2.4 No order placed by the Buyer shall be deemed to be accepted by KMS until an Order Acknowledgement is issued by KMS or (if earlier) KMS delivers the Goods to the Buyer.

2.5 These Conditions apply to all KMS's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless and until KMS shall explicitly and in writing accept such a variation or varied terms. The Buyer acknowledges that it has not relied on any statement, promise or representation made by or on behalf of KMS which is not set out in the Contract. Nothing in this condition shall exclude or limit KMS's liability for fraudulent misrepresentation.

3. Price and Payment

3.1 Save where explicitly agreed otherwise [and recorded in the Order Acknowledgement] the Price excludes any cost or charges in relation to transportation (including loading and unloading) to the Delivery Address, all of which amounts the Buyer shall pay, in addition to the Price of the Goods, when it is due to pay for the Goods. Delivery charges will be quoted separately and shown as a separate item on the Invoice.

3.2 Value Added Tax will be charged at the appropriate rate.

3.3 Payment of the full Invoice value must be made within the period stated on the Order Acknowledgement. The contents of the Invoice, including, inter alia, the Price shall, in the absence of a manifest error, be deemed to have been accepted by the Buyer unless the Buyer has notified

KMS in writing within 3 working days from the date of the Invoice that such contents are disputed. Unless otherwise agreed explicitly and in writing by KMS, all payments due under the Contract must be made in full, without any deduction whether by way of set-off, counterclaim, discount, abatement, deduction, withholding or otherwise.

3.4 If the Buyer fails to pay KMS any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to KMS on such sum from the due date of payment at the annual rate of four per cent (4%) above the base lending rate from time to time of Lloyds TSB Bank plc, accruing on a daily basis until payment is made, whether before or after any judgement.

3.5 No payment shall be deemed to be received until KMS has received cleared funds. KMS shall be entitled to charge twenty pounds (£20) for all cheques returned or dishonoured by its bank.

4. Delivery

4.1 Delivery will be effected at the Delivery Address.

4.2 The Delivery Date is approximate only and not of any contractual effect. If no dates are so specified, delivery shall be within a reasonable time.

4.3 Subject to Condition 6.3 and Condition 6.5, KMS shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods, nor shall any delay entitle the Buyer to rescind or terminate the Contract unless such delay exceeds 60 (sixty) days.

4.4 The Buyer shall inspect the Goods on delivery and shall within 3 working days of delivery notify KMS in writing of any alleged shortage in quantity, damage or failure to comply with description. If the Buyer fails to notify KMS within such time then (subject to the warranty provisions contained in Condition 5 and subject to Condition 4.6) the Goods shall be deemed to be accepted by the Buyer.

4.5 If for any reason, the Buyer fails to accept delivery of the Goods when they are ready for delivery, or if KMS is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

4.5.1 Risk in the Goods shall pass to the Buyer (including for loss or damage caused by KMS's negligence);

4.5.2 the Goods shall be deemed to be delivered; and

4.5.3 KMS may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 If KMS delivers to the Buyer a quantity of Goods of up to five per cent (5%) more or less than the quantity agreed to be supplied by KMS to the Buyer, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the shortage or surplus. The Buyer shall store any excess Goods without charge and hold them as bailee for KMS until such time as KMS arranges for such Goods to be collected. In the event that the quantity of Goods delivered is less than the quantity agreed KMS shall deliver the shortfall to the Buyer as soon as is reasonably practicable.

5. Warranty and Procedure for Return of Defective Goods

5.1 Subject to Condition 5.5 and Condition 6.5, any Warranty in respect of the Goods shall be as set out on KMS's web-site

www.kmscomponents.com/warranty from time to time.

5.2 Subject to Condition 5.3, if from the Delivery Date to the end of the Warranty Period the Goods (or any part of a consignment of Goods) shall prove to be defective and if the Buyer shall have complied in all material respects with the Procedure for Return of Defective Goods, KMS will repair or replace the defective items or issue a credit for the defective items but it shall be for KMS in its absolute discretion to decide whether to repair the defective items or replace them or to issue a credit in respect of the defective items. Credits will be issued at current market value.

5.3 KMS shall not be liable to repair or replace the Goods until it has had an opportunity to examine them and under no circumstances will KMS send replacement Goods until the alleged defective Goods have been returned to KMS.

5.4 The benefit of any Warranty (as applicable) extends to any order made in the European Union.

5.5 The Procedure for Return of Defective Goods is as follows:

5.5.1 If any Goods are or become defective within the Warranty Period the Buyer will fill in our Online Return of Merchandise Authority (RMA) form.

5.5.2 KMS will issue an RMA number after receipt from the Buyer of a duly completed online RMA request.

each case whether direct, indirect or consequential, or any claims for



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5.5.3 All RMA numbers will be issued after the request has been processed, or will be emailed to the Buyer if there is an issue with the return. No goods will be accepted without an RMA number.

5.5.4 Any queries can be emailed directly to our returns department at rma@kmscomponents.com

5.5.5 Any discrepancies or physical damage must be notified in writing to KMS within 3 working days of the date that the Goods are delivered to the Buyer (see Condition 4.4).

5.5.6 Customers are responsible for all freight charges and insurance costs for and in respect of the Goods or parts returned.

5.5.7 The Buyer shall return the defective Goods in secure packaging and shall mark the RMA number clearly on the package and shall return the defective Goods within seven working days of issue of the RMA number. Goods are returned to KMS at the risk of the Buyer and at the Buyer's cost. All Goods must be returned in their original packaging. (Except motherboards, see Condition 5.5.11). Hard Drives must be returned in protective packaging to prevent shock damage in transit.

5.5.8 Subject to Condition 5.5.9, the Buyer must ensure that all company stickers/markings, glue etc. are removed from the Goods before returning. A Warranty shall be void for any Goods with permanent markings.

5.5.9 The removal of the adhesive sticker covering the power connector on any Mobile Phone Charger will invalidate the Warranty for that item.

5.5.10 No Warranty will be extended to any broken/bent pins burnt legs or cracked components, due to misuse, negligence or improper installation or goods received in damaged condition.

5.5.11 Motherboards must be returned in original packaging, but no cables, manuals or other ancillaries should be included. We cannot guarantee the return of any ancillaries which are sent to us.

5.5.12 The Buyer must ensure that all CPUs are installed with the correct case, heat sink and fan as per manufacturer's guidelines. A Warranty shall be void on processors if incorrect fans have been used. The fan used with the faulty processor must be returned.

5.5.13 If no faults are found or the Goods are not originally supplied by KMS an administration fee of 15% of the item cost or £20.00, whichever is the greater, shall be charged by KMS to the Buyer and the Goods will be returned to the Buyer.

5.5.14 KMS reserves the right to exchange with alternative product of an equal or greater performance or credit the Goods at current market value.

5.5.15 Any repaired or replaced Goods shall be redelivered by KMS free of charge to the original Delivery Address but otherwise will be done so in accordance with and subject to these Conditions save that the period of the warranty as identified in Condition 5.1 shall be replaced by the unexpired portion of that period.

5.5.16 Any Goods that have been ordered, verbally or otherwise, which are returned or refused on delivery will be subject to a 15% restocking charge or £20.00 whichever is the greater.

6. Limitations and Exclusions of KMS's Liability

6.1 Subject to Condition 4, the following provisions set out the entire financial liability of KMS (including any liability for the acts or omissions of its employees, agents and sub contractors) to the Buyer in respect of:

6.1.1 any breach of Conditions;

6.1.2 any use made or resale by the Buyer of the Goods, or of any product incorporating any of the Goods; and

6.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

6.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by law relating to title and quiet possession of the Goods) are, to the fullest extent permitted by law, excluded from the Contract.

6.3 Nothing in these Conditions excludes or limits the liability of KMS:

6.3.1 for death or personal injury caused by the KMS's negligence; or

6.3.2 for any matter which it would be illegal for the KMS to exclude or attempt to exclude its liability; or

6.3.3 for fraud or fraudulent misrepresentation.

6.4 Subject to Condition 6.2 and Condition 6.3:

6.4.1 KMS shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being

consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract; and

6.4.2 KMS's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price.

6.5 Subject to Conditions 6.2, Condition 6.3 and Condition 6.4 any liability of KMS for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro-rata Contract rate against any invoice raised for such Goods. It shall be for KMS in its absolute discretion to decide whether to replace the Goods or to issue a credit note.

6.6 KMS's obligations are to supply Goods of the quality and description agreed between the parties and to repair or replace Goods which are either properly rejected as defective or which become defective during the Warranty Period but these obligations are subject to the following limitations and exclusions:

6.6.1 KMS has no obligation to repair or replace Goods that are accepted by the Buyer but subsequently become defective unless the Buyer shall comply in all material respects with the Procedure for the Return of Defective Goods; and

6.6.2 it is the Buyer's responsibility to specify correctly the Goods required and to verify that the Goods it orders are suitable for the purpose for which it intends to use them and if any Goods supplied by KMS shall by reason only of a fault in the specification communicated to KMS by the Buyer in the order be unsuitable for the purpose for which they have been supplied KMS shall be under no liability whatsoever to the Buyer for the consequences of such unsuitability unless KMS shall have supplied Goods of a specification different from that specified by the Buyer in his order. When ordering Goods from KMS the Buyer should note in particular the provisions of Conditions 9 and 10 of these Conditions; and

6.6.3 any Warranty in Condition 5 shall not apply if the Goods are damaged in consequence of any act or neglect of the Buyer and in particular of any mishandling or careless installation.

7. Risk and Title

7.1 Save where explicitly agreed to the contrary [and recorded on the Order Acknowledgement], risk in the Goods shall pass to the Buyer on delivery to the Delivery Address. Goods should be insured by the Buyer for their full replacement value. [The proceeds of any insurance claim made in respect of the Goods shall first be used by the Buyer to discharge its liability to KMS in respect of the Price and shall be held on trust by the Buyer for KMS and shall be paid by the Buyer into a separate interest bearing account until such time as the proceeds are paid to KMS.]

7.2 Ownership of the Goods remains vested in KMS and shall not pass to the Buyer until KMS has received in full (in cash or cleared funds) all sums due to it in respect of:

7.2.1 the Goods; and

7.2.2 all other sums which are or which become due to KMS from the Buyer on any account.

7.3 Until such time as title in the Goods has passed to the Buyer, the Buyer shall:

7.3.1 hold the Goods on a fiduciary basis as KMS's voluntary bailee;

7.3.2 store the Goods (at no cost to KMS) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as KMS' property;

7.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

7.3.4 maintain the Goods in a satisfactory condition and keep them insured on KMS's behalf for their full price against all risks to the reasonable satisfaction of KMS. On request, the Buyer shall produce the policy of insurance to KMS.

7.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

7.4.1 any sale shall be effected in the ordinary course of the Buyer's business; and

7.4.2 any such sale shall be a sale of KMS's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

7.5 The Buyer's right to possession of the Goods shall terminate immediately if:

7.5.1 the Buyer (being an individual) has a bankruptcy order made against

9. Telecommunications Requirements

9.1 Where Goods are sold by the Buyer to the telecommunications industry it



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in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

7.5.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

7.5.3 the Buyer encumbers or in any way charges any of the Goods.

7.6 KMS shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from KMS to the Buyer.

7.7 At any time after the due date for payment KMS shall be entitled to recover from the Buyer any Goods for which payment has not been received in full when due. The Buyer grants KMS, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

7.8 On termination of the Contract, howsoever caused, KMS's (but not the Buyer's) rights contained in this Condition 7 shall remain in effect.

8. Force Majeure

KMS reserves the right to defer the Delivery Date or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed or hindered in the carrying on of its business due to circumstances beyond the reasonable control of KMS including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of [180] days, the Buyer shall be entitled to give notice in writing to KMS to terminate the Contract.

is the sole responsibility of the Buyer to ensure compliance with the regulations of that industry.

9.2 Where Goods are supplied for use in the [telecommunications industry] the Buyer shall indemnify KMS and keep it fully indemnified against all claims of any description however arising which may be made against KMS by the owner of the telecommunications equipment.

10. Life Endangering Applications

The Goods are designed for standard commercial use and are not intended to be installed or used in hazardous or life threatening environments or for potentially life endangering applications, including but not limited to environments or applications involving safety critical systems in the nuclear industry, the control of aircraft in the air or medical or life threatening applications. If the Buyer decides to use the Goods for any such life endangering purpose or any purpose other than standard office or general commercial use it does so at its own risk and the Buyer agrees to indemnify and hold KMS harmless from and against all liabilities and related costs arising out of the use of any of the Goods for any of these purposes.

11. Cancellations

KMS is under no obligation to accept cancellation of orders for non stock items once an Order Acknowledgement has been issued. KMS reserves the right to recover costs and loss of profit should the Buyer refuse delivery.

12. Entire Agreement

This agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this agreement.

13. Severance

If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

14. Third Party Rights

A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract is not subject to the consent of any person that is not a party to this agreement.

15. Law and Jurisdiction

This agreement shall be subject to and interpreted in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in all matters arising out this agreement.