

Registration form (Partner version)

PARTNER INFORMATION

Account Number:
Partner Company Name:
Contact:

END USER INFORMATION

Please send a letterhead with this form as confirmation of the address

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Company Name:
Address:
Post Code
Company Activity:
Number of employees:

DESCRIPTION OF END USER BUSINESS – What products are used

*

Back Orders:	YES/NO
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CONTACT

*

Name of Contact:
Position of Contact:
Tel Number:
Mobile Number:
E-mail address:

*E-mail address is needed to send the order confirmation/delivery note etc.

DELIVERY DATA

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Delivery:	DIRECT* / INDIRECT / CHOSE
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Note: *When delivery address differs from the letterhead address, please show the right address.

*When delivery is direct a signed Delivery Approval Form is required

WEB SHOP ACCOUNT	YES/NO
ORDERS ON WEB SHOP AS WELL	YES/NO
ORDER CONFIRMATION WEB SHOP	YES/NO
DELIVERY NOTE AT DIRECT DELIVERIES	FAX /E-MAIL

Date:

Signature
Partner

Signature
End User

*

PARTNER PROGRAMME AGREEMENT

Delivery Approval



For deliveries that are made direct to the end user the following agreement is required. No direct deliveries can be made by TNT or any other carrier chosen by My PartsPartner unless this signed document is on file.

In the event that there is no one at the recorded address to sign for and take delivery of any shipments of My PartsPartner products please leave the delivery at

.....
.....

Special Instructions

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.....

I accept all responsibility for products including missing products delivered without signature and as per the instructions above.



Signed

.....

Company

.....

Date

.....

KRAMP UK LTD

These terms of business shall constitute the entire agreement between the parties and may only be varied in writing by the authorised representatives of both parties.

1. GUARANTEE

Goods sold by the seller are warranted by the manufacturer and we endeavour to ensure sound materials and workmanship. Should you consider a product defective please notify us immediately. Our WARRANTY PROCEDURE will be invoked and subject to the manufacturer accepting liability for the defect we will replace or credit the goods in question.

All descriptions specifications and like data furnished by the seller are to the best of the seller's knowledge accurate. However the buyer must form his own judgement as to the suitability of the goods for the buyer's purpose.

2. PRICE

Prices quoted in our annual price list are Retail and subject to Trade Discounts where applicable. The prices quoted do not include V.A.T. which is payable in addition to the price at the current rate. Price updates (and amendments) are available on request. However please note that orders will be accepted and executed only on the basis of the price ruling at the date of despatch unless otherwise agreed in writing. We reserve the right to apply price adjustments immediately, without prior notice, to take account of increased supplier's costs and other overheads beyond our control.

Quotations are valid for 30 days and will only be acted upon on receipt of a written order referring to the quotation number.

3. TERMS OF PAYMENT

Accounts are payable 30 days nett monthly unless otherwise agreed in writing. We will exercise our statutory right to claim interest and compensation charges under the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 on all overdue invoices.

4. DELIVERY

Orders will be dispatched as soon as reasonably practicable but may be delivered in instalments. Goods not immediately available will usually follow with one of your next orders. The seller will make all reasonable endeavours to deliver goods on the date specified but does not accept any liability for damage or loss caused to the buyer by failure to do so.

5. CARRIAGE/RISK

Carriage charges are set out in the price list.

Risk shall pass to the buyer on collection of the goods by the carrier from the seller's premises or when collected by the buyer personally.

Goods accepted unchecked or received in a damaged condition from the carrier should be recorded as such on the carrier's docket at the time of delivery and in the case of shortage of, or damage to, the goods, the seller should be notified by telephone or fax within 48 hours of delivery. If not the carrier's conditions will apply and no liability for short delivery or damaged goods can be accepted.

6. RETURNS

Goods which are to be returned with the seller's consent must have a Return For Credit authorisation document before they are returned. Carriage and administrative charges will be incurred if goods are returned after 14 days and up to 30 days from delivery. After 30 days no goods will be accepted for return.

Save for the above, goods may not be returned unless they are defective.

Defective goods can only be returned using the correct warranty procedure.

Products not normally stocked by Kramp will be sold on a non-return basis.

7. PROPERTY

The property in the goods will pass to the buyer only when payment is made in full on this order and any outstanding order. The seller shall be entitled to recover full payment even though property in the goods has not passed from the seller. If the buyer in the ordinary course of his business sells on goods prior to full payment to the seller then he does so on his own behalf and as principal and must hold the proceeds of such sale on trust for the seller in a separate account.

In the event of the buyer's actual or apparent bankruptcy or insolvency the seller may terminate this agreement and where full payment has not been received may repossess the goods.

8. TERMINATION

This agreement shall terminate and the seller shall be entitled to recover the goods if:

8.1 at any time payment is overdue on an invoice.

8.2 being an individual has a bankruptcy order made against him or compounds with his creditors or comes to any arrangement with them; or being a company goes into liquidation or if an administrator or receiver is appointed in respect of its assets or business of it makes any composition with its creditors.

9. LIABILITY

Except in the case of death or personal injury caused by the negligence of the seller or his employees the seller's liability under this agreement for any direct loss however it is caused shall be limited to the value of the goods ordered. The seller shall not incur any liability for consequential loss e.g. loss of profit or contracts to the buyer.

The seller shall not be liable for loss or damage arising from the incorrect use or alteration of the goods.

10. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond the reasonable control of a party.

11. THIRD PARTY RIGHTS

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

12. JURISDICTION

The validity, construction and performance of this agreement shall be governed by English law.