

ALDWIN PAIGE LTD

PO BOX 150-50, ARANUI, CHRISTCHURCH ☎ (03) 3890 778 Fax (03) 389 0669
 ■ E-mail - sales@aldwinpaige.co.nz ■ Web Sites - www.saunamist.co.nz www.aldwinpaige.co.nz

(Hereafter referred to as “the company”)

ACCOUNT APPLICATION AND INFORMATION FORM**APPLICATION FOR CREDIT BY LIMITED COMPANY/PARTNERSHIP/SOLE TRADER**

THIS INFORMATION IS CONFIDENTIAL

TRADING NAME OF APPLICANT	_____
REGISTERED NAME	_____ (If different from Trading Name)
DELIVERY ADDRESS	_____
POSTAL ADDRESS	_____
PHONE	FAX _____
E-MAIL ADDRESS	_____
CONTACT – PURCHASING	CONTACT - PAYMENTS _____
NAME OF MANAGING DIRECTOR	_____
HOME ADDRESS OF MANAGING DIRECTOR	_____
HOME PHONE NUMBER OF MANAGING DIRECTOR	_____
ADDRESS OF REGISTERED OFFICE	_____
ACCOUNTANT’S NAME & ADDRESS	_____
BUSINESS BANK ACCOUNT & BRANCH	_____ (State account number)
IF LIMITED COMPANY - PAID UP CAPITAL \$	_____
IF SOLE TRADER / PARTNERSHIP ANNUAL TURNOVER \$	_____
AMOUNT OF CREDIT REQUESTED PER MONTH \$	_____

TRADE REFERENCES

1	_____	PHONE	_____	FAX	_____
2.	_____	PHONE	_____	FAX	_____
3	_____	PHONE	_____	FAX	_____

I would like to pay by direct debit (Head Office staff will contact you with our account details).

GUARANTEE

In consideration of “the company” agreeing to provide the applicant company/firm with credit either by the supply of goods on credit or by the provision of further time to pay an existing debt now due or after it becomes due or credit in any other form whatsoever, then the directors/partners signing this application hereby agree that they and each of them jointly and severally personally guarantee due payment of all monies now or at any time hereafter owing to the company and each of the directors/partners undertake jointly and severally to indemnify the company and keep the company indemnified against all costs expenses and losses incurred or suffered in connection with or in relation to the supply of credit.

UNDERTAKING

The applicant company/firm and the directors/partners and each of them jointly and severally acknowledge and accept that they are bound by and do jointly and severally further undertake to abide by the terms and conditions of sale of The company and to pay all accounts on the due date and the company and the directors jointly and severally acknowledge that the terms and conditions of sale include a reservation of title clause.

PRIVACY ACT

- The applicant expressly authorises the company to make any enquiries it considers necessary for confirmation of any information set out on this application.
- The applicant understands that it has rights under the Privacy Act 1993 to access and correct any information held by the company about the applicant.
- The applicant confirms that he/she is authorised to make this application on behalf of the applicant company/firm.

TERMS AND CONDITIONS OF SALE AND CREDIT

- GENERAL**
Acceptance of delivery of the materials supplied (the goods) includes acceptance by the customer of the following conditions unless modified in writing by Kiwicare Corporation Limited/Aldwin Paige Limited (the company).
- PRICE**
 - Prices for the goods may be increased at any time without notice to cover any increases in costs to the company.
 - GST and other taxes applicable to the supply of the goods will be added to the prices charged.
- PAYMENT**
Payment for the goods shall be made on or before the 20th of the day of the month following supply without any deduction or set off.

4. CREDIT CONTRACTS

- a. The company reserves the right to charge interest on any payments which are not made on the due date at a rate of 2% over and above the current overdraft interest rate charged by the company's bankers. Failure to make payment on the due date will constitute a default under the contract and the company will be free to immediately exercise all or any of its remedies in the respect of the default.
- b. The amount of credit may be calculated for the purposes of the Credit Contracts Act 1981 by adding the total of any payment outstanding to the company by the customer from time to time being the purchase price of goods supplied and interest (if any) payable on that purchase price.

5. TESTING

The customer shall have the right to test and inspect the goods at the premises of the company before the goods are delivered to the customer.

6. DELIVERY

- a. The company is under no liability or responsibility for any loss, damage or expense incurred by the customer as a result of delay in the despatch or delivery of the goods.
- b. The company may suspend supply and delivery of the goods if the customer is in default in making any payments due to the company without prejudice to any of its other rights in respect of such payments. If the company receives payment from the customer in respect of any particular order and there are other sums outstanding by the customer to the company then the company shall be entitled at its discretion to apply such sums in reduction of the amount outstanding.

7. PROPERTY

- a. Property in goods sold by the company will not pass until the customer has made payment in full of the purchase price to the company. Until such payment is made the customer will hold the goods as bailee for the company and the company shall have the right to enter any premises where the goods are situated or stored to take possession of any of those goods at any time after payment is due. The customer shall pay all costs incurred by the company in respect of such repossession.
- b. If the goods or any of them are resold before payment is made, the customer shall hold the sale proceeds for and on account of the company. The proceeds of any sale will reduce the debt to the company and the company may take such legal remedies as are available to it to recover any outstanding balance.

8. INSURANCE RISK AND LIABILITY

- a. All goods are sold on FOB terms unless delivered by the company or otherwise as may be stated in writing. The responsibility for insurance cover against loss or damage during transit shall be the responsibility of the customer.
- b. The company will not be liable to the customer for any consequential losses flowing from the breach of the terms of this agreement and shall not be liable for any delays or non-performance of its contractual obligations under this agreement caused by factors beyond its control. This clause shall survive cancellation of the contract for supply between the parties.

9. CUSTOMER GUARANTEES ACT

- a. The company gives the warranties and guarantees as set out in the Consumer Guarantees Act 1993.
- b. The customer is specifically advised that in terms of the Act any right to reject goods conferred by the Act shall not apply.
 - i. the right is not exercised within a reasonable time: or
 - ii. the goods have been disposed of by the customer or have been lost or destroyed while in the possession of a person other than the company or an agent of the company: or
 - iii. the goods are damaged after delivery to the customer for reasons not related to their state or condition at the time of supply: or
 - iv. the goods have been attached to or incorporated in any real or personal property and they cannot be detached or isolated without damaging them.

10. PERSONAL PROPERTY SECURITIES ACT 1999

- a. You acknowledge that you grant us a security interest in all present and after acquired Goods supplied by us and their proceeds to secure all moneys owing to us now and in the future in respect of the supply of Goods.
- b. You undertake to provide any information that we may reasonably require to enable us to perfect and maintain the perfection of our security interest (including by registration of a financing statement).
- c. You undertake to immediately notify us in writing of any changes in your name and/or any other change in your details (including, but not limited to, changes in your address, facsimile number, trading name or business practice).
- d. You waive your right to receive a verification statement in respect of any financing statement and agree to the extent permitted by law that:
 - i. where we have rights in addition to, or existing separately from those in Part 9 of the PPSA, those rights will continue to apply and in particular, will not be limited by Section 109 of the PPSA;
 - ii. Sections 114(1)(a), 133 and 134 of the PPSA will not apply; and
 - iii. the rights of you as debtor under Sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA shall not apply to these terms and conditions.
- e. You will pay all costs, expenses and other charges incurred, expended or payable by us in relation to the filing of a financing statement or financing change statement in connection with these terms and conditions.
- f. You agree you will not allow security interests to be created or registered over the goods in priority to the security interest(s) held by us.

ACKNOWLEDGEMENT

The undersigned applicant/directors/partners acknowledge:

- a. That I/We have had the terms and conditions of sale and this application for credit explained to us and that we have read and understand them.
- b. The above information is true and correct.

 Full name of Applicant/Partner
 Position in Company/Firm
 Address

 Signature

 Witness / Date

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 Position in Company/Firm
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