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Credit Application

Company Name _____

Registered Address _____

Registered Trading Name _____

Trading Address _____

Postal Address _____ Post Code _____

Telephone _____ Fax _____

Nature of business _____

Year Established _____

PERSONNEL

General Manager _____

Mobile Number _____ Email Address _____

Accounts Payable _____

Mobile Number _____ Email Address _____

Purchasing Officer _____

Mobile Number _____ Email Address _____

BANK _____ **BRANCH** _____

Approximate monthly purchases: \$ _____

Trading references (excluding gas, phone & fuel suppliers), please give three names with telephone numbers:

1. _____ PH. _____

2. _____ PH. _____

3. _____ PH. _____

I / We hereby authorise Supply Services Ltd to make whatever credit reference inquiries it considers are justified from information given above.

I/We confirm that all information supplied on this form is true and correct and that I/we accept Supply Services Ltd standard credit terms of payment by the 20th of the following month after date of invoice.

If you pay by DIRECT CREDIT please indicate: YES / NO (circle one)

Can we EMAIL Invoices please indicate: YES / NO (circle one)

Email Address: _____

Can we EMAIL Statements please indicate: YES / NO (circle one)

Email Address: _____

Managers Name (Please Print)

Managers Signature

X _____

Date _____

OFFICE USE ONLY

ACCOUNT CODE:	BRANCH CODE:	SALES AREA:	SALES REP:	IND TYPE:

SUPPLY SERVICES LTD

TERMS AND CONDITIONS of TRADE

1) DEFINITIONS: In these "Terms and Conditions"

- a) The "Seller" shall mean Supply Services Ltd.
- b) The "Buyer" shall mean the person or entity who agrees to buy the goods and any person acting on behalf of with the authority of the buyer.
- c) The "Goods" shall mean the item or service sold or provided by the Seller.

2) ACCEPTANCE:

- a) Any instructions received by the Seller from the Buyer for the supply of goods or services shall constitute acceptance of these terms and conditions.

3) PRICE:

- a) All orders will be filled at prices current at the date of delivery of the goods. Prices are subject to change without notice at any time prior to acceptance of an order.
- b) Where applicable freight and taxes will set out on the invoice provided by the Seller to the Buyer.

4) PAYMENT:

- a) Unless variation is agreed and set out on the order to supply, payment in full is due on the 20th of the following month after date of invoice.

5) DEFAULT:

- a) Invoices not paid in accordance with 4(a) above shall accrue interest at a compounding rate of 1.5% per month calculated on a daily basis.
- b) The Buyer is liable to the Seller for all costs and expenses (including solicitors and debt collecting costs) incurred in the collection of any overdue amounts.
- c) If the Buyer defaults in any payment or commits any act of bankruptcy or being an incorporated company passes a resolution for winding up, then all monies owing to the Seller on any account whatsoever shall become immediately due and payable. In addition the Seller may without prejudice to its other rights either suspend deliveries, require payments in advance for all such deliveries or terminate any contract forthwith by written notice to the Buyer.

6) CANCELLATION:

- a) If the Buyer cancels an order and the Seller agrees to the cancellation, the Buyer shall be liable for all costs incurred by the Seller up to the time of cancellation.

7) RETURN OF GOODS:

- a) For any reason, other than the goods being found faulty, the Seller may at his discretion accept return of goods.
- b) Prior to agreeing to the return of the goods, the Seller shall the right to inspect the goods.
- c) All costs associated with the sale, delivery and return of the goods are the responsibility of the Buyer.

8) WARRANTY AND LIABILITY:

- a) The Seller warrants that the product we manufacture for you are free of defects in materials or workmanship. The term of this warranty is 12 months from the date of this sale to you. To assert a warranty claim against us, you shall return the product to us. You shall include with the returned product a full written description of the nature of the defect. We shall then inspect and test the product. We shall repair or replace a defective product, as we determine, at our cost and expense. If we are unable to repair or replace it, we shall refund its purchase price.
- b) The Seller will not make a warranty repair, replacement or refund in cases where you or your customer misused, modified or operated the product outside its specifications. We hereby limited our liability, whether in contract, tort or otherwise, for any loss or damage suffered by you or your customers to the repair or replacement of a defective product of the refund of the purchase price. You are responsible for determining whether the products that you order from us are suitable for your purposes and will meet your performance specifications. Under no circumstances shall we be liable for any incidental, special, indirect or consequential damages, including loss of profits or loss of operations. We shall not be liable for personal injury or property damage resulting from, or relating to, the products that me manufacture for you. You understand that all claims in the nature of products liability shall be your sole responsibility.

IMPORTANT: THIS WARRANTY SHALL NOT APPLY IN SITUATIONS WHERE THE CONSUMER GUARANTEES ACT 1993 APPLIES.

9) FORCE MAJUERE:

- a) We shall not be liable for any failure or delay in delivering the products resulting from circumstances beyond our reasonable control, including, without limitation; unavoidable delays in the delivery or raw materials; default by sub contractors; default by common suppliers; strikes and labour unrest; shipping delays; shortages, war; government intervention; fire; flood; accident; natural disaster; or any other event commonly referred to as an "Act of God".

10) DELIVERY:

- a) Any dates given for delivery are stated in good faith but are not to be treated as a condition of sale. If delivery of goods is delayed for any reason at all, the Seller will not be responsible or liable in any way to the Buyer or any other party for loss suffered due to that delay.
- b) If the Buyer directs that delivery of the goods to be staggered over different times or to different addresses from those specified in the Buyer's order, then the Buyer will be liable for any additional charges incurred by the Seller in complying with that direction.

11) LAW AND JURISDICTION:

- a) All contracts made between the Seller and the Buyer shall be governed by and construed in accordance with the laws of New Zealand any dispute between the Seller and the Buyer shall be resolved according to the jurisdiction of New Zealand.
- b) The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if Section 15(d) of the Act which states that nothing in the Act shall affect the Sale of Goods Act 1908, were omitted from the Contractual Remedies Act 1979.
- c) This agreement is subject, in all cases except where the Buyer is contracting within the terms of a trade/business (which cases are specifically excluded), to the provisions of the Consumer Guarantees Act 1993.

Issued by Supply Services Ltd 1st January 2008.

Updated by Supply Services Ltd 24th June 2009.