

Application for Trading Account

Centreline, 2 Sylvan Way, Silverstream, Upper Hutt 5019, P: 04 2339900, F: 04 2339901, E: sales@centreline.co.nz

Business type: Sole Trader Partnership Private Company Public Company

Full name ("the Applicant"): _____

Trade name: _____

Business address: _____

Postal address: _____

Telephone: _____ Mobile Phone: _____ Facsimile: _____

Nature of business: _____ Period of ownership: _____

Premises owned/leased landlord: _____ No. of employees: _____

Bank: _____ Branch: _____

Person handling payment of accounts: _____ Est. mthly purchases: \$ _____

Particulars of Business

Business principals: Full name	Residential address	Position
_____	_____	_____
_____	_____	_____
Trade references: Company	Telephone	Contact person
_____	_____	_____
_____	_____	_____

Application for Customer Account and Provision of Information

- I, _____, the Applicant, or an authorised employee/principal/partner of the Applicant apply for a trading account on the basis of the above information and declare that to the best of my knowledge and belief the information contained in this Application is true and correct.
- Standard Terms and Conditions of Sale
- I confirm that all supplies made by you to the Applicant will be on your standard Terms and Conditions of Sale (a copy of which is attached) and may be amended by notice in writing from time to time. I confirm that I have read, understood and accepted those standard Terms and Conditions of Sale on behalf of the Applicant.
- Ownership
- We will retain legal and beneficial ownership of any and all goods until we received payment in full for them and all other amounts owing to us.
- Supply for Business Purposes
- Where any supply would otherwise be subject to the provisions of the Consumer Guarantees Act 1993 and the Applicant is acquiring the goods for business purposes as defined the Act, the Applicant agrees and acknowledges that the goods are being supplied to the Applicant for business purposes and that the provisions of the Act will not apply.
- Collection of Information
- I acknowledge that personal information collected or held by you (whether contained in this Application or not) is provided and may be held, used and disclosed to enable you to process this or any other application the Applicant may make to you, to ascertain at any time the Applicant's creditworthiness and obtain at any time credit reports, character references or credit statements, to enable you to administer any trade account the Applicant may hold with you, to enable you to notify any credit reporting or referencing agency of any application the Applicant may make to you or of any default by the Applicant in any obligation to you, to enable you to provide to the Applicant advice or information concerning products you believe may be of interest to the Applicant, and to enable you to communicate with the Applicant for any purpose.
- The personal information provided in this Application is collected by and will be held by us at 2 Sylvan Way, Silverstream, Upper Hutt. If I fail to provide any information requested in this Application, you may be unable to process this Application.
- The Applicant has the right under the Privacy Act 1993 to obtain access to and request correction of any personal information held by you concerning the Applicant
- I authorise you to obtain at any time from any person or entity any information you may require to process any application for trading account the Applicant may make to you or to perform any of the other purposes for which the Applicant has provided personal information to you. I authorise any such person to release to you any personal information that person holds concerning the Applicant.

Signed: _____ Name (printed) _____ Date _____

For office use only

Application approved declined by: _____ Date _____ Credit limit \$ _____

Terms and Conditions of Sale for CENTRELINE

We supply all goods to you subject to these terms and conditions.

1. *Acceptance*

1.1. By placing an order with us, you accept these terms and conditions, despite anything stated to the contrary on your order, terms and conditions of purchase or similar document.

2. *Price*

2.1. All orders will be filled at prices quoted by us in writing or otherwise current at the date of delivery of the goods. Prices are subject to change without notice. .
2.2. Unless stated otherwise, all prices are exclusive of GST or other taxes payable on goods supplied or on any amount payable under clause 7, freight costs, insurance charges and maintenance costs. You must pay all of these taxes and charges unless we agree otherwise with you in writing.

3. *Terms of Payment*

3.1. Payment is due in cash at the time you place an order with us for the goods, unless we have previously agreed to supply you on trade terms.
3.2. Where we have agreed to supply you on trade terms, payment is due on the 20th of the month following the date of invoice.
3.3. You must make payment of all amounts owing to us without any set-off or deduction.

4. *Delivery*

4.1. Dates given for delivery are stated in good faith but are not to be treated as a condition of the sale. If delivery of the goods is delayed for any reason at all, we will not be responsible or liable in any way to you or any other party for loss suffered due to that delay.
4.2. We may make delivery by instalments and may cancel delivery of the goods or any instalments of the goods without limiting or affecting our rights to recover all money you owe us for deliveries already made.
4.3. Where you do not take delivery of the goods by the delivery date specified or any later date we agree on, you must pay reasonable storage costs until you take delivery of the goods. We will determine the costs of storage and may invoice you.
4.4. We will not accept any claim for discrepancy in orders unless you make written claim to us within 48 hours of delivery.
4.5. Delivery by us to a carrier will be deemed to be delivery to you.

5. *Consumer Guarantees Act*

5.1. If you are a consumer under the Consumer Guarantees Act 1993 and you have not contracted out of that Act under clause 6.1 of these terms and conditions, you may have certain rights under that Act, and nothing in these terms and conditions limits those rights.

6. *Warranties and Conditions*

6.1. Where this agreement would otherwise be subject to the Consumer Guarantees Act 1993 ("Act"), and you are acquiring the goods for business purposes as defined in the Act, you agree that you are acquiring the goods for business purposes and that the Act does not apply to the supply of the goods to you.
6.2. Where you supply goods to one of your customers and the supply of goods to that customer would otherwise be subject to the Act, and the customer acquires or holds him or herself out as acquiring the goods for business purposes as defined in the Act, then you warrant that you will obtain the written agreement of the customer that the Act will not apply to the supply to him, her or it.
6.3. You must ensure that you purchase goods, which are appropriate for their proposed application.
6.4. Our liability in relation to the supply of goods is limited as set out in-clause 11.
6.5. With the exception of the warranty in clause 6.3 and any express written warranty we give, no warranty or condition will be implied against us by any statute, at common law or otherwise and no representation, condition, warranty or variation of these terms and conditions will bind us unless it is in writing and signed for us or on our behalf.

7. *Ownership and Risk*

7.1. Risk in the goods will pass to you on delivery into your custody or custody of anyone acting on your behalf even though ownership in the goods may not have passed to you. You must insure the goods in our name and your name for our respective interests from the time of delivery until payment in full.
7.2. We will retain legal and beneficial ownership of any and all goods and/or any other goods which the goods have been incorporated or mixed with ("mixed goods"), until we receive payment in full for them and all other amounts owing to us, and until you have satisfied all obligations you owe us, even though we may have granted you a period of credit.
7.3. You hold the goods and/or mixed goods as fiduciary bailee and agent for us and must store the goods and/or mixed goods in such a way that they are clearly identifiable as our property. You must keep separate records in respect of the goods and/or mixed goods, until payment in full has been made.
7.4. You will not sell, dispose of or otherwise part with possession of the goods and/or mixed goods except that you may sell them in the ordinary course of your business. Where you do sell or otherwise dispose of the goods and/or mixed goods prior to payment in full you must hold the proceeds of sale in a fund separate from your own money.

8. *Default*

8.1. Where we consider you may be unable to meet your payment obligations to us, we may, without limiting or affecting our other rights and remedies, do all or any of the following:
(a) Require you to stop selling or otherwise disposing of the goods or mixed goods;
(b) Demand payment of all or part of any sums due;

(c) Require security for your obligations before we make any further supplies to you;
(d) Without notice, withhold deliveries of goods ordered by you 8.2. Where:

(a) You are in breach of any of these terms and conditions (including failure to make payment on due date); or
(b) You become insolvent or are adjudicated bankrupt or an application is made for your liquidation or a liquidator or a receiver is appointed in respect of your assets; or
(c) You no longer carry on business or threaten to stop carrying on business; or
(d) An arrangement is made or likely to be made with your creditors; then, without limiting or affecting our other rights and remedies, we may do all or any of the following:

(a) Where you have failed to make payment on due date, require you to compensate us by making payment to us on demand of interest as liquidated damages on the amount due from the due date until the date of payment at a rate equal to two (2) percent above the current overdraft rate which we have with our principal trading bank (in addition to you remaining liable for the full amount outstanding);
(b) Cancel this and any other contract of supply with you;

(c) Recover and/or resell any of the goods and/or mixed goods and enter any premises where we believe the goods and/or the mixed goods are stored and you grant us an irrevocable right and authority to do so. We may only recover and resell for our own account sufficient goods or mixed goods to satisfy all unpaid liabilities, the costs of recovery and resale and the costs referred to in clause 8.3. If we recover any excess, we will not be liable in damages to you but must account to you for the excess.

8.3. You will pay all costs and expenses (including costs on a solicitor/client basis and debt collector's costs) we incur in enforcing or attempting to enforce our rights under this clause. We may deduct any costs and expenses incurred from the proceeds of sale of any goods or mixed goods recovered from you.

8.4. Your payments will be applied first in reduction of interest, liquidation damages and costs due under this clause, with the balance being applied in reduction of any amounts due under clause 3.

9. *Claims for Damaged or Defective Goods*

9.1. Subject to clauses 5.6 and 11, we may, at our discretion, repair any damaged or defective goods or make a reasonable allowance on the purchase of goods to replace the goods provided:

(a) You return the goods within seven days of delivery at your cost, together with a copy of the invoice and a claim specifically identifying the damage or defect(s); and
(b) We have a reasonable opportunity to investigate the claim.

9.2. If you do not comply with the above requirements, you will be deemed to have accepted the goods and we will not incur any liability whatsoever to you in relation to the goods.

10. *Credits for Returned Goods*

10.1. We may, at our discretion, give credit for returned goods, which are delivered to us within seven (7) days at your cost in the same condition and packaging in which they were dispatched, with a copy of our invoice.

11. *Limitation of Liability*

11.1. Without restricting the limitations of liability contained elsewhere in these terms and conditions, our liability in relation to the supply of the goods and the goods themselves is limited to the purchase price of the goods in respect of which such liability arises. We have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage of whatever type and however arising.

11.2. We are not responsible for any damage whatsoever caused either to the goods supplied or as a result of the malfunction of the goods if:

(a) The goods are fitted by unqualified tradespersons or are fitted in an unprofessional manner; or
(b) The goods are adapted to a use for which they are not specifically intended
(c) The goods are added to or repaired using components not recommended or approved by us or the manufacturer; or
(d) The goods are improperly stored or transported.

12. *Force Majeure*

12.1. We will not be in breach of these terms and conditions because of any failure on our part directly or indirectly due to wars, strikes, lockouts, delays or defaults of manufacturers or suppliers, acts of God or any other cause (whether similar or dissimilar) beyond our reasonable control.

13. *General*

13.1. You indemnify us against any liability for any direct, indirect or consequential injury, loss or damage arising out of any act, default or omission of, or any representation made by, you or your servants or agents.

13.2. If any of these terms or conditions is held by a Court to be ineffective because of non-registration, illegality or any other reason, then that term or condition or part of it will be severed from all other terms and conditions without affecting the validity or enforceability of all other terms and conditions or part of them.

13.3. No waiver by us of any term or condition will constitute a waiver of any other of these terms or conditions.
We may vary these terms and conditions at any time by notice in writing to you. You may not vary these terms and conditions