



## CREDIT APPLICATION FORM

Company Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Proprietor/Manager: \_\_\_\_\_

Accountant: \_\_\_\_\_

Solicitor: \_\_\_\_\_

Bank & Branch: \_\_\_\_\_

GST Number: \_\_\_\_\_

Purchasers Contact Name: \_\_\_\_\_

Purchasers Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Accounts Contact Name: \_\_\_\_\_

Accounts Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Email addresses for Invoices and Statements: \_\_\_\_\_

Do you require Purchase Order Numbers on your Invoices: Yes/No

Would you like to receive our Bi-Monthly Magazine? Yes/ No

### Three Credit References

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

I certify that the above details are correct and agree to meet your terms of credit being all accounts to be paid by the 20th of the month following or as otherwise agreed by DONOVANS TRADE SUPPLIES (2005) LIMITED.

Signed: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_



## GUARANTEE FOR SUPPLY OF GOODS TO A TRADER

To: **Donovans Trade Supplies (2005) Limited**

Physical Address: **261 Port Road, Whangarei 0110**

Postal Address: **P O Box 1214, Whangarei 0140**

1. In consideration of you at my request agreeing to supply goods from time to time to: \_\_\_\_\_ ("the Customer") I/We: \_\_\_\_\_ ("the Guarantor") unconditionally guarantee to you the due and punctual payment by the Customer of all moneys payable in respect of the goods as and when the same shall become due and payable by the Customer.
2. This guarantee shall be a continuing guarantee and shall not be discharged by any settlement or account.
3. My/our liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
  - (a) The granting of time, credit or other indulgence or other concession to the Customer;
  - (b) Any alteration, modification, variation or addition to any agreement in respect of the supply of the goods; or
  - (c) Any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect my obligations under this guarantee or any of the rights, powers or remedies conferred upon you by this guarantee or by law.
4. This guarantee shall remain in full force and effect until the Customer has paid you all moneys due in respect of the goods or I/we have given written notice to terminate any future liability under this guarantee. If such notice has been given I/we shall be under no liability in respect of any goods which may be delivered to the Customer after the said notice has been given.

SIGNED as a deed by as the Guarantor(s): \_\_\_\_\_

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_

In the presence of:  
Witness signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Occupation: \_\_\_\_\_



## TERMS AND CONDITIONS OF SALE

That if the signatory or any other person named in this application fails to provide any information requested in this application or during the processing of the application the supplier may reject or discontinue processing the application at its sole discretion

**1. SALE/PRICE:** The Customer is buying from The Supplier the goods specified for the prices specified and the price shall be increased by the amount of any GST and other taxes and duties (if any). The price or indications of price may be subject to alteration to the pricing at the time of delivery. Alterations to any price will be effective from the date specified by The Supplier at the time of giving notice to the Customer.

**2. DELIVERY:** The party on delivery is;

(a) that in addition to the price the when required the Customer shall pay for the delivery of the goods;

(b) all claims for errors or short delivery must be made within 7 days of delivery;

(c) goods will be delivered by methods at the discretion of The Supplier that may include instalments and will have deemed to occur when the goods arrive at the location specified by the customer (whether or not the customer is present at the time of delivery to acknowledge receipt), or when the customer or any employee or agent (including Independent carriers) of the customer takes possession of the goods, whichever occurs first;

(d) any periods or times quoted for delivery are to be regarded as estimates and while The Supplier will make reasonable endeavours to keep such periods or times, no guarantee is given and The Supplier will have no responsibility for any loss or damage resulting from delay. Delay due to circumstances outside the control of The Supplier shall not entitle the Customer to cancel any order or refuse to accept delivery;

**3. RETURNS:** Goods may be returned to The Supplier within a reasonable time after purchase provided;

a) the goods are not sold to the Customer on a "special order" basis or hire purchase;

b) the goods have not deteriorated from the condition they were in when purchased;

c) The Customer satisfies The Supplier that the goods were purchased from The Supplier and that the price charged for the goods has been paid; the returns compromise all of the goods purchased on one order.

**4. PAYMENT:** The parties on payment are;

(a) that this is to be a "cash sale" unless otherwise agreed and the Customer must pay the Amount Owing prior to the delivery of any goods;

(b) where payment is on credit then payment is due by the 20th of the month following the date of delivery;

(c) The Supplier may impose a credit limit and alter the credit limit arrangements at any time without notice;

(d) payment of the Amount Owing shall be made free of any counterclaim, set-off, deduction or other claim whatsoever;

**5. ALTERATION OF RIGHTS:** The Customer acknowledges that The Supplier supplies the Customer on condition that all payments made to and received by The Supplier from the Customer are valid and made in the ordinary course of business. Any payments are agreed to be received in good faith and in the reasonably held belief that the payments are valid. The Customer acknowledges that The Supplier may, by accepting payment from the Customer, have altered its position in reliance on the validity of the payment; The Customer acknowledges and agrees where requested by The Supplier to enter into and execute such documentation as required for goods that may require such security under the Personal Properties Securities Act 1999 or provide a Personal Guarantee/s;

**6. APPLICATION:** The Supplier may apply any payments received from or on behalf of the Customer in reduction of the Customers Indebtedness as The Supplier thinks fit.

**7. OWNERSHIP:** Ownership of the goods remains with The Supplier and does not pass to the Customer until the Customer;

(a) pays the Amount Owing and any other moneys owing by the Customer to The Supplier from time to time, whether in relation to this contract or any other contract or on any other account whatever ("Customer Indebtedness") or;

(b) resells the goods pursuant to the authority granted in clause 9(b)

(c) The Supplier may without prejudice to any other rights or remedies instigate legal proceedings for payment even though ownership has not passed, and The Supplier shall retain its ownership rights in respect to the goods even if any good becomes intermingled or reconstituted into any other form whatsoever or becomes a part of any other object or thing and the proceeds of any such sale or use shall be held separately and in trust for The Supplier by the Customer and dealt with only at The Suppliers direction.

**8. USE:** While ownership of the goods remains with The Supplier;

(a) The Customer must store them separately and clearly identify them as belonging to The Supplier;

(b) The Supplier authorizes the Customer in the ordinary course of its business to use the goods or in bona fide and arms length transactions sell them. This authority is automatically revoked from the earlier of the time that an Event of Default occurs or The Supplier notifies the Customer in writing that this authority is revoked;

(c) The Customer irrevocably grants The Supplier the right to enter the premises where the goods are stored and remove them, without being responsible for any damage caused in doing so, The Supplier may resell any of the goods and apply the proceeds of sale in reduction of the Customers Indebtedness;

(d) The Customer must advise The Supplier immediately of any Event of Default or any action by third parties (including any creditors affecting The Suppliers interest in the goods.



## TERMS AND CONDITIONS OF SALE

**9. RISK:** Each good is at the Customers risk once within the Customers possession or control, which includes arrival of;

(a) The Supplier vehicle delivering the goods at the delivery site or from the time The Supplier gives possession of the goods to a carrier. If any good is damaged or destroyed prior to risk passing to the Customer, The Supplier may promptly repair the good or cancel this contract in respect of that good without penalty or compensation to the Customer.

**10. FAILURE TO COMPLY:** If payment in full of any amount under this contract is not made when due, or the Customer breaches any of its other obligations to The Supplier, or an Event of Default occurs then The Supplier may without prejudice to and in addition to any other rights or remedies exercise all or any of the following rights;

a) delay delivery of any good until the matter is resolved to The Suppliers satisfaction;

b) suspend or cancel in whole or in part this contract by written notice to the Customer;

c) Recover from the Customer, all costs, any discount given on purchases, expenses, costs or disbursements incurred by The Supplier in recovering any outstanding monies including collection agency fees or legal fees and will be considered a due debt to The Supplier.

d) charge, and the Customer must pay, interest at the rate equal to the overdraft lending rate charged by the Suppliers bank per month plus GST (if any), calculated on a daily basis until the Customers indebtedness is paid in full; and/or

e) by notice to the Customer require that all the Customers Indebtedness, whether or not due, is paid immediately and such amounts will then become immediately due and payable.

**11. THE SUPPLIER'S LIABILITY LIMITED:** To the extent allowed by law, The Supplier has no liability (in contract or tort, including negligence) to the Customer for any physical, direct or indirect damage, loss or cost (including legal costs) caused or contributed to by The Supplier or any of its representatives in respect of this, except to the extent of direct damage to the Customer caused by a breach of this agreement by The Supplier and has no responsibility for any dangerous good or any contaminant, ozone depleting or hazardous substance in or emitted by any good, but any liability will not exceed the price of the goods purchased under this contract. To the extent allowed by law, every warranty or guarantee implied by custom or law is excluded.

**12. FORCE MAJEURE:** A party is not liable for any failure or delay in performing an obligation in this document if it is due to a cause reasonably beyond the control of that party and that party has used its best endeavours to perform on time despite the cause.

**13. CUSTOMER INDEMNITY:** The Customer will indemnify The Supplier for any physical, direct and indirect damage, loss or cost (including legal and lawyer/client costs) to The Supplier or any other person, and will protect The Supplier from any claim or proceedings against The Supplier, to the extent caused or contributed to by the Customer in respect of this contract or by a good after risk or title has passed to the Customer.

**14. CONSUMERS:** Where the Customer is a "Consumer" and acquires any goods, or holds themselves out as acquiring goods, for the purposes of a "Business" (as those terms are defined in the Consumer Guarantees Act 1993) then to the extent permissible The Supplier and the Customer agree that Act is hereby excluded. Otherwise, where the Customer is a Consumer this contract is to be read subject to the terms of that Act.

**15. NO ASSIGNMENT:** The Customer may not directly or indirectly assign to any person any of its benefits or burdens in respect of this contract but The Supplier may.

**16. SURVIVAL:** Each provision in this contract survives to the extent unfulfilled, remains enforceable, and does not merge, on performance of another provision.

**17. ENTIRE:** This is an entire agreement. The Customer acknowledges that any representations, statements or opinions made or expressed are not relied upon by the Customer in entering into this contract.

**18. INTERPRETATION:** In this contract, unless the context otherwise requires or specifically otherwise stated:

(a) "The Supplier" means The Supplier as providing the goods and/or any other entity or person (or their successors or assigns) authorized by them (whether previously, now, or in the future) to trade under The Supplier

(b) Amount Owing" means the price charged by The Supplier for the goods, and any other sums which The Supplier is entitled to charge under the contract;

(c) An 'Event of Default' means an event where the Customer fails to comply with this contract or any other contract with The Supplier, or the Customer commits an act of bankruptcy; or the Customer enters into any composition or arrangement with its creditors; or if the Customer is a company the Customer has done or does anything which would make it liable to be put into liquidation; or a resolution is or has been passed or an application is or has been made for the liquidation of the Customer; or a receiver or statutory or official manager is or has been appointed over all or any of the Customers assets;

(d) "good" includes any product, equipment, material or other item sold by The Supplier whether under this contract or otherwise;

(e) if the Customer comprises more than one person, each of those persons liability is joint and several;

(f) References to a party or a person include any form of entity and their respective successors, assigns and representatives.