

Trading account application form

with regards to EGMONT COMMERCIAL LTD

Please post, or scan and email form to PO Box 37326 Halswell, Christchurch / accounts@egmontnz.com



Company Name or Full Personal Name

Trading Name (Name known by)

Postal Address: _____

Delivery Address: _____

Contact Name: _____ Email Address: _____

Telephone: _____ Mobile Phone: _____

FAX Number: _____ After Hours Phone: _____

Invoices & Statements to be emailed: Yes / No Email for Invoices & Statements: _____

Nature of Business: _____

Estimated Average Monthly Purchases \$ _____ Maximum Monthly Purchases _____

Company Type (Circle One)

Limited Liability

Partnership

Sole Trader

Other

GST Number: _____ Bank Name & Branch: _____

Names of Directors / Owners / Partners & Telephone Numbers

_____ (0) _____

_____ (0) _____

TRADE REFERENCES (Name & Phone Number)

1. _____ Phone Number: _____

2. _____ Phone Number: _____

I / We hereby apply to open a Credit Trading Account and understand that terms are strictly SETTLEMENT BY THE 20th OF THE MONTH FOLLOWING PURCHASE, and that Interest will be charged at 2% per month on ALL overdue amounts. Goods will only be supplied to customers whose accounts are current at the time of order. All goods remain the property of Egmont Commercial Ltd until such time as the account has been paid in full. "In the event that this Account is not met within our Trading Terms we reserve the right to add all costs of collection to this account pursuant to the Fair Trading Act 1986".

PRIVACY ACT (1993)

I / We authorise any person or company to provide you with such information as you may require in response to your credit and or employment enquiries. I / We authorise you to furnish to any third party, details of this application and any subsequent dealings that I / We may have with you as a result of this application being actioned by you. I / We have read, understood and accept the Egmont Commercial Ltd Terms and Conditions of Trade (overleaf or attached).

SIGNED: _____ PRINT NAME: _____

If the applicant is a company, this application form must be signed by a director of the company.

DATE: _____ POSITION: _____



Egmont Commercial Ltd

Terms And Conditions Of Trade

DEFINITIONS

Purchaser: is the person or firm purchasing product from the Company.
Company: is Egmont Commercial Limited.
Products: are products and services bought by the Purchaser from the Company.
Person: refers to a Partnership, Individual, Company, Corporation or any legal entity.

Application of Terms and Conditions

No alterations or substitutions of these terms and conditions shall be binding to Egmont Commercial Ltd unless agreed to in writing. Where an order has been placed and accepted a contract for supply will be deemed to exist.

Price

All prices are in NZ Dollars, exclusive of GST and are subject to change without notice.

Payments

All accounts are payable 20th of the month following delivery. Overdue accounts will be subject to an interest charge of 2% plus GST per month being charged at such rates as determined by the Company until payment is received in full. All cheques should be made out to Egmont Commercial Ltd.

If any account is in dispute, the undisputed portion of the account shall be payable as above. Payment of the disputed portion may be withheld provided it is brought to the attention of the Company immediately it is discovered.

Egmont Commercial Ltd reserves the right to limit credit and/or withdraw monthly credit facility at any time while any overdue amounts owing remain unpaid.

Enforcement of lien of chattels. Should this account not be settled Egmont Commercial Ltd will undertake to sell chattels in accordance with the Wages Protection and Contractors Liens Act to recoup any incurred loss.

In the event that your account is not met within our trading terms, we reserve the right to add all cost of collection to your account pursuant to the Fair Trading Act 1986.

In the event that the applicant is a company, the signatory personally guarantees payment owing and acknowledges that no indulgence, granting of time waived or forbearance to sue, or the winding-up or bankruptcy whereby the guarantor would be released as a surety in any way, releases the guarantor from liability hereafter.

Property

Legal ownership of Products remains with Egmont Commercial Ltd until such time as the account has been paid in full.

Risk

All goods are carried at purchaser's risk. The purchaser shall be liable for any default or delays in the delivery of the order or any part of it for any goods already delivered to, except delivery of any goods ordered whereby inadequate provisions or access may affect delivery.

No warranty either expressed or implied is given in connection with our goods or services. Egmont Commercial Ltd will replace, at its option, free of cost to the purchaser any defective materials attributable to the Company if reported in writing within 14 days of the date of consignment/invoice.

The Company takes no liability for any damage, loss or claim as a result of the goods not being used to manufacturer's recommendations, or caused arising directly or indirectly from the provision of any Goods or Services, or the acts or omissions of Egmont Commercial Ltd pursuant to these general items and conditions.

Return of Goods

Egmont Commercial Ltd reserves the right in its absolute discretion to accept a return of the Product or to credit the Purchaser with the cost thereof, in the event of acceptance of such a return.

We want happy customers. If you make a genuine mistake we will always try to help. All we ask is that you contact your representative or our Christchurch Office before product is returned.

Indent non-standard Goods

Orders for indent of lines not normally stocked by us cannot be cancelled before delivery or returned for credit after delivery.

Privacy Act

I/We authorise any person or company to provide you with such information as you may require in response to your credit and/or employment enquiries. I/We hereby authorise you to furnish to any third party details of this application and any subsequent dealings that I/We may have with you as a result of this application being actioned by you.

Warranty

The purchase of these products is made strictly on the grounds that the Purchaser accepts the following conditions:

All cultural and descriptive information in our catalogues is for use as a guide only. Variations may occur due to geographical locations, soil conditions or cultural and management practices. Egmont Commercial Ltd will not accept responsibility for accuracy of this information. We give no further warranty, expressed or implied. If these conditions of sale are not acceptable, the Purchaser should immediately return the goods unopened.

The liability of Egmont Commercial Ltd and the vendor of the product whether in contract, or pursuant to, any cancellation of any contract or in tort any loss, damage or injury arising directly or indirectly from any misdescription, defect or non-compliance of the product supplied, or for any failure to the result expected or for any representation made or for negligence is limited to the Purchase price of the Product in respect of when such liability arises.

Egmont Commercial Ltd shall have no further liability or responsibility for any direct, indirect or consequential injury or loss whatsoever.