

## APPLICATION FOR TRADING ACCOUNT

**FAX BACK TO: 09 306 8889**

Name of Company / Business: \_\_\_\_\_

Business Number: \_\_\_\_\_

Business Address: \_\_\_\_\_ P/Code: \_\_\_\_\_

Postal Address: \_\_\_\_\_ P/Code: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Contact person for accounts: \_\_\_\_\_

Contact person for orders: \_\_\_\_\_

### DIRECTORS/ PRINCIPALS:

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

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

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

### CONDITIONS OF SUPPLY:

The Applicant hereby acknowledges that all goods supplied by Smith and ARROW P/L on credit in Accordance with this Credit Account are supplied subject to the following terms and conditions:

#### **1. Interpretation**

- a) Any special conditions specified on a Quotation or Sales Invoice shall, to the extent they are inconsistent with these terms and conditions, take precedence over these terms and conditions.
- b) If any provision of these terms and conditions is invalid and does not go to the essence of this agreement, these terms and conditions should be read as if that provision has been severed.

#### **2. Governing Terms and Conditions**

- a) These are the only terms and conditions which are binding upon the Seller with the exception of those otherwise agreed in writing by the Seller which are imposed by a statute and which cannot be excluded. Any direction by the Buyer either verbal or written to procure goods or services from the Seller will be deemed as acceptance by the Buyer of these terms and conditions, despite any provisions to the contrary in the direction or any purchase order issued by the Buyer.

### 3. Terms of Payment

Payment to the Seller for goods delivered and accepted is due STRICTLY within thirty (30) days from date of invoice. If the Buyer fails to make payment in accordance with this clause, all amounts owing by the Buyer to the Seller shall immediately become due and payable.

### 4. Inspection and Acceptance

a) The Buyer shall inspect all goods upon delivery and shall within 48 hours of delivery give notice to the Seller if the goods are not in accordance with the Buyer's order. Failing such notice, the goods shall be deemed to have been delivered to and accepted by the Buyer.

### 5. Returns

- a) Returns will be accepted for faulty or defective goods.
- b) Returns other than those referred to in (a) above, must be approved by the Seller.

### 6. Quotations

- a) Unless previously withdrawn, a quotation is valid for 30 days or such other period as stated in it. A quotation is not to be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise from it until the Buyer's order has been accepted in writing by the Seller which provided the Quotation.
- b) No Seller shall be bound by any conditions attaching to the Buyer's order or acceptance of a Quotation, unless such conditions are expressly accepted by the relevant Seller in writing.
- c) Every Quotation is subject to and conditional upon obtaining any necessary import, export or other licence.

### 7. GST

- a) All prices quoted exclude GST and all price lists shall clearly indicate prices and set out GST separately in accordance with Trade practices legislation.

### 8. Supply

- a) The Seller reserves the right to suspend or discontinue the supply of goods to the Buyer without being obliged to give any reason for its action.

### 9. Part Deliveries

- b) Each Seller reserves the right to make part deliveries of any order, and each part delivery shall constitute a separate sale of goods upon these terms and conditions. A part delivery of an order shall not invalidate the balance of an order.

### 10. Dimensions, Performance Data and other Descriptive Details

- a) Photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying, associated with or given in a Quotation, descriptive literature or a catalogue, are deemed to approximate the goods offered and may be subject to alteration without notice.
- b) Any performance data provided by a Seller or a manufacturer is an estimate only and should be construed accordingly.

### 11. Shipment and Delivery

- a) Upon acceptance of an order by a Seller that Seller will seek confirmation of the period of shipment or delivery. If any variation has occurred in the quoted period, that Seller will notify the Buyer. Unless the Buyer objects in writing within 7 days of that notification to the Buyer, the period of shipment or delivery notified to the Buyer will be the contractual period for shipment or delivery.
- b) A delivery charge will apply to all deliveries with the exception of back order deliveries which are part of an original order that has been partly fulfilled.
- c) The Seller reserves the right to nominate the means of delivery.

### 12. Contingencies

- a) Any charge, duty, impost, sales tax or other expenditure which is not applicable at the date of Quotation or Sales Invoice but which is subsequently levied upon a Seller in relation to a Quotation or Sales Invoice as

a result of the introduction of any legislation, regulation or governmental policy, shall be to the Buyer's account.

### 13. Force Majeure

- a) If the performance or observance of any obligations of any Seller is prevented, restricted or affected by reason of a force majeure event including strike, lock out, industrial dispute, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of the Seller, the Seller may, in its absolute discretion give prompt notice of that cause to the Buyer. On delivery of that notice the Seller is excused from such performance or observance to the extent of the relevant prevention, restriction or effect.

### 14. Passing of Property and Risk

- a) Goods supplied by the Seller to the Buyer shall be at the Buyer's risk immediately upon delivery to the Buyer, into the Buyer's custody or at the Buyer's direction (whichever happens first). The Buyer shall insure the goods from the time of that delivery at its cost against ALL risks as the Buyer thinks appropriate, and shall note the interest of the Seller on the insurance policy, and shall produce a certificate to this effect to that Seller upon request.
- b) The Buyer shall ensure that the Seller's products are used only by professionally trained individuals and that all safety procedures outlined on the products, as well as those safety requirements relating to the machinery used with the Seller's products, as well as all Industry Safety Standards, and all Occupational Health and Safety Standards, are strictly adhered to. The Buyer shall have in place all systems and procedures required to ensure that all staff training relating to the proper use of the Seller's products, as well as the monitoring of that use, is implemented professionally and vigorously.

### 15. Default of Buyer

- a) If these terms and conditions are not strictly observed by the Buyer, the Seller may in its absolute discretion, refuse to supply to the Buyer and the Seller shall not be liable to the Buyer for any loss or damage the Buyer may sustain as a result of such refusal. The costs of collection of any moneys are due and payable by the Buyer, including the fees of any mercantile agent or lawyer engaged by the Seller.

### 16. Buyer's Cancellation

- a) Unless otherwise agreed in writing, the Buyer shall have no right to cancel an order which has been accepted by the Seller, unless prior to dispatch.

### 17. Alteration to Conditions

- a) A Seller may, at any time and from time to time, alter these terms and conditions.

### 18. Governing Law

- a) These terms and conditions and any contract including them shall be governed by and construed in accordance with the laws of New Zealand and the Seller and the Buyer submit to the non-exclusive jurisdiction of the Courts of New Zealand and Australia.

**I am THE OWNER / DIRECTOR and I accept and agree to comply with the above terms and conditions and agree to them as being binding, and under these terms, I hereby apply for an account with Smith and ARROW Pty. Ltd:**

Signed: \_\_\_\_\_

Name (Block caps): \_\_\_\_\_

***Must only be completed and signed by the Owner / Director of the Business.***

Position: \_\_\_\_\_

Date: \_\_\_\_\_