

TAYLOR PURIFICATION LIMITED

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CREDIT ACCOUNT APPLICATION FORM

ENTITY DETAILS:

APPLICANT'S FULL LEGAL NAME (i.e., not trading name) ("the customer")

(Please tick) ☐ Sole Trader ☐ Individual ☐ Partnership ☐ Ltd Company ☐ Other (please state):

Trading as: Postal Address:

Physical Address:

Nature of Business: Years in Business:

Telephone Business: 1: 2: Email:

Contact Name & Position:

OWNERSHIP please insert Owner(s) / Director Name(s) in full

1: Address:

2: Address:

3: Address:

IF LIMITED LIABILITY COMPANY – Address of Registered Office:

Date of Incorporation: Affiliated or Parent Companies:

FINANCIAL & PROFESSIONAL ADVISORS [New Customers only]

Capital – Authorised \$ Paid Up:

Securities over Business Assets:

Name of Accountant: Solicitor:

Bank: Branch: Acct No:

TRADE REFERENCES [New Customers only]

Company	Contact Name	Phone Number	Account open since

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf. I/We warrant to Taylor Purification that the above information is to the best of my knowledge, information and belief true and correct and that I am duly authorised to enter into this application and future contracts on behalf of the customer.

Signed Print Name Designation.....

Dated this day of: 20

1. Agreement

- 1.1. The Vendor agrees to sell and the Buyer agrees to buy the Goods or Services (the "Goods") defined herein subject to the following Terms and Conditions of Trade.
- 1.2. The receipt of any order for Goods from the Buyer, or the acceptance of any quotation issued to the Buyer, is deemed to be acceptance by the Buyer of these Terms and Conditions of Trade, notwithstanding anything that may be stated to the contrary in the Buyer's order.
- 1.3. The parties may agree to vary the order from time to time, in which case the issue of an amended or new invoice is deemed to be acceptance by the Buyer of these Terms and Conditions of Trade.
- 1.4. The Vendor reserves the right to change these Terms and Conditions of Trade from time to time.

2. Goods

- 2.1. The Goods are those described in the quotations and invoices issued by the Vendor from time to time for all Goods, together with any variations as per Clause 1.3 above.

3. Price

- 3.1. Prices are subject to change without notice. All orders will be filled at prices prevailing at the date of delivery of the Goods (unless previously agreed between the parties) and the Buyer is to pay the prices charged. All prices are exclusive of freight, installation and maintenance costs, unless otherwise agreed in writing by the Vendor and the Buyer.
- 3.2. If GST or other taxes are payable on Goods supplied, or on any amount payable under Clause 4, the Buyer shall be responsible for payment of such tax.

4. Payment

- 4.1. Payment is due on or before the 20th of the month following the date of the invoice unless otherwise agreed between the parties. No payment shall be withheld, reduced or deferred on account of any Claim, counter-claim, set-off or otherwise unless agreed by the Vendor.
- 4.2. If payment is not made by the 20th of the month following the date of invoice the Vendor may charge interest from the due date of payment, at 5% above the then base rate charged by the Bank of New Zealand or its successor.
- 4.3. The Buyer will pay all debt collection costs incurred by the Vendor as the result of the breach or default of the Buyer.
- 4.4. If any goods are returned by the Buyer no credit will be given until the goods are received back into stock by the Vendor and only provided the goods returned are received in the same condition as they were when dispatched to the Buyer.
- 4.5. In the event that goods are returned by the Buyer a 10% re-stocking fee will be charged at the discretion of the vendor.

5. Delivery

- 5.1. The Vendor agrees to deliver the Goods to the Buyers address or to such other place designated by the Buyer from time to time.
- 5.2. The Buyer agrees to pay all delivery costs.
- 5.3. Where Goods appear to be damaged or missing the Buyer must contact the carrier and the Vendor immediately upon delivery.
- 5.4. The Vendor will make every effort to ensure that delivery is on time but is not liable for any loss or damage arising in any way from delay in delivery. Delay in delivery does not entitle the Buyer to cancel the order.
- 5.5. Where the Buyer asks the Vendor to deliver the Goods directly to another person, that person takes possession of the Goods for the Buyer as agent, but the Buyer continues to be directly responsible to the Vendor under these Terms and Conditions of Trade.
- 5.6. The Vendor reserves the right to cancel delivery of Goods without prejudice to its rights to recover all sums owing to it in respect of deliveries already made.

6. Ownership and Risk

- 6.1. Legal and beneficial ownership of any and all Goods shall remain with the Vendor until payment in full is made for them.
- 6.2. If any of the Goods are mixed or incorporated into other Goods ("mixed Goods") before payment, the Buyer agrees that the Vendor's property in the mixed Goods shall be, and remain with, the Vendor until payment has been made in full.
- 6.3. Should the Buyer charge or give interest in any Goods or mixed Goods to another party, it will hold the proceeds on trust for the Vendor and will account to the Vendor for the full value of the Goods.
- 6.4. If payment is overdue in whole or in part in respect of any of the Goods, the Vendor may, (without prejudice to any of its other rights), recover and/or sell the Goods or the mixed Goods referred to in Clause 6.2 or any of them and may enter upon the Buyer's premises or any other place where the Goods and/or the mixed Goods are stored by its servants or agents, for that purpose (and the Buyer grants to the Vendor an irrevocable right and authority to so recover, re-enter and re-sell), provided that the Vendor may only recover and resell for its own account sufficient of the Goods and/or mixed Goods to satisfy all unpaid liability in respect of the Goods and the costs of resale. If any excess is recovered by the Vendor, it shall not be liable in damages and the Vendor shall account for the excess to the Buyer.
- 6.5. Notwithstanding that ownership in the Goods may not have passed to the Buyer, the Buyer shall be responsible for insurance and risk in the Goods from the time they are delivered to or uplifted by the Buyer or the Buyer's agent.
- 6.6. The Buyer shall insure and keep insured the Goods for the full price and against all risks until the full price shall be received by the Vendor.

7. Right of Rejection

- 7.1. The Buyer shall notify the Vendor in writing within 7 days of the date of installation of the Goods in the event that the quality, fitness, description or particulars of goods are not complied with. In the event that the Buyer does not so notify the Vendor the Buyer shall be liable to pay the full price of the Goods.
- 7.2. The Vendor shall be provided with a reasonable opportunity to investigate any notice under Clause 7.1. The Vendor will have no liability to the Buyer in the event that the Buyer breaches these requirements.

8. Default

- 8.1. Where the Buyer is in default under these Terms and Conditions the Vendor may exercise all or any rights and/or remedies conferred on the Vendor by law.

9. Liability

- 9.1. The Vendor's liability to the Buyer for defective goods or loss caused by defective goods is limited, at the Vendor's option, to either replacing any goods which the Buyer is entitled to reject or refunding the sale price of the goods rejected
- 9.2. No claim based on defective goods will be allowed unless:
 - i. The claim is notified to the Vendor, quoting Invoice number, within 30 days of the commissioning of the Goods.
 - ii. The Vendor is given a reasonable opportunity to investigate the claim.
 - iii. In respect of defective goods not manufactured by the Vendor, the vendor shall in no event be liable to pay to the Buyer any amount in excess of such amount (if any) as it shall have received from its supplier in respect thereof.
- 9.3. The Vendor's liability for shortages in quantity and loss consequential to shortages in quantity is limited to making up the shortages. No claim for shortages in quantity will be allowed unless:
 - i. The claim is notified to the Vendor with 7 days of receipt of the Goods by the Buyer
 - ii. The Vendor is given a reasonable opportunity to investigate the claim.
- 9.4. Excepting statutory requirements, all conditions and warranties as to the quality of the Goods supplied or their fitness for any purpose, whether express or implied, and whether oral or written, are hereby expressly excluded as against the Buyer, but every care will be taken to ensure that the Goods supplied will conform to the Vendor's standards or to specifications (within the limits of information available to the Vendor) and will be of good material and workmanship.
- 9.5. In no circumstances does the Vendor accept any liability whatsoever for any consequential loss or damage which may in any way arise out of the Goods supplied or any defect in the same.

10. Security Interest

- 10.1. The Buyer agrees that it will do all acts necessary and provide the Vendor, upon request, with all information required to register a financing statement over the Goods or their proceeds, and the Buyer will advise the Vendor immediately in writing of any changes to that information. The Buyer waives all rights to receive a copy of any verification document of a financing statement.
- 10.2. The Buyer agrees to supply the Vendor, within 2 business days of the Vendor's written request, with copies of all security interests registered over the Buyer's personal property, and the Buyer authorizes the Vendor as its agent to request information from any secured party relating to any security interest which is held in any personal property which is or has been in the Buyer's possession or control.
- 10.3. The Buyer agrees that the Vendor may require the Buyer to pay all reasonable costs associated with the discharge or amendment of any financing statement registered by the Vendor, whether or not initiated by the Buyer.
- 10.4. The Vendor holds a registerable security interest in the Goods pending payment in full for the Goods.
- 10.5. The Vendor's interest in the Goods transfers to any of the proceeds which may arise if the Goods are sold or transferred or dealt with in any way by the Buyer in accordance with the Personal Properties Securities Act 1999 (the "PPSA").
- 10.6. The Vendor's interest in the Goods continues if the Goods are dealt with in any way causing them to become commingled Goods. The security interest in the original Goods will continue in the whole in which they are included.
- 10.7. The Vendor's interest in the Goods will continue until all sums outstanding in relation to the Goods are settled.
- 10.8. The security interest will be relinquished by the Vendor once all sums owing on the Goods are settled by the Buyer.

11. Contracting out of PPSA Rights

- 11.1. The Parties contract out of sections 109, 114(1) (a), 116, 133 and 134 of the PPSA.
- 11.2. The Buyer waives its entitlement under the PPSA to:
 - i. object to the Vendor's proposal under section 121,
 - ii. not have Goods damaged upon removal under section 125;
 - iii. receive notice of the removal of an accession under section 129;
 - iv. apply to the Court for an order under section 131;
 - v. redeem Goods under section 132; or
 - vi. to receive a copy of the verification statement or a financing change statement relating to the security interest created by this agreement.