



All Round HVAC Supplies Ltd

APPLICATION FOR 30 DAY ACCOUNT		
Company, Sole Trader or Partnership Details:		
Registered Name:	NZBN:	
Trading Name:		
Postal Address:		
Delivery Address:		
Accounts Contact:	Tel. No.:	Fax No.:
Nature of Business:	Email:	

Type of Trading Identity:		
Sole Trader	Partnership	Company
Date Commenced Trading:	Credit Limit Requested: \$	
Directors / Partners / Proprietors: Name(s) & Address(es)	Phone Number(s)	
1.		
2.		
3.		
4.		

Bank:	Branch:	Phone No.:
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Trade References: (must complete)		
Name	Phone No.	Fax No. or Email Address
1.		
2.		
3.		
<p>DECLARATION: The Applicant requests the above named Company/Firm ("The Seller") to open an account on the basis of the Seller's standard Terms and Conditions of Trading and agrees to be bound by such Terms and Conditions. The Applicant and the signatory to this application further acknowledge that the Information provided in this application is true and correct and has been ruled by the Seller to determine whether to grant the Applicant credit and that the signatory has full authority to complete this application form on behalf of the Applicant.</p>		
SIGNATURE OF APPLICANT/AUTHORISED OFFICER:		DATE:
FULL NAME IN BLOCK LETTERS:		POSITION:

Payment Terms: Payments must be made within 30 days from statement date.
 A default charge of 0.06% per day may be applied for late payments.

Guarantee	
IN CONSIDERATION	
of	("the Seller")
agreeing to supply the following Company/Firm ("the Customer") with goods on credit	
I/We	("the Guarantor")
of	



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do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to the Seller by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Seller of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by the Seller of any breach by the Customer of its obligations to the Seller or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due and punctual payments to the Seller upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fee, charges and expenses including legal costs on a Solicitor and own client basis incurred by the Seller of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Seller in the respect of any failure by the Customer to make payment or perform or observe any covenant, obligation, term or condition of this Guarantee AND I/WE FURTHER DECLARE that the proper law of this Guarantee shall be the law of New Zealand and that any proceedings to be taken by the Seller may be taken in the Courts of New Zealand.

AND THE GUARANTOR HEREBY DECLARE the I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee

DATED the _____ day of _____ 20_____

SIGNED by the Guarantor _____ Guarantor

in the presence of Witness' full name and address



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Privacy Act Consents	
The Applicant named below hereby gives it / his / her consent to the Company / Firm named above ("the Company") to the following matters required under the Privacy Act.	
<p>(a) The Company may disclose certain credit information to a Credit Reporting Agency</p> <p>That the Company may disclose the information contained in this Application and arising out of the operations of the Account to a Credit Reporting Agency in accordance with the provisions of the Privacy Act 1988 (as amended) including without limitation the fact that an Account had been applied for and the amount of credit applied for, details of any payments which have become overdue for more than 60 days for which collection action has commenced, any cheques that have been written that have been dishonoured more than once, advise that payments are no longer overdue and that the credit that has been provided has been discharged</p>	
<p>(b) The Company may obtain certain credit information</p> <p>That the Company and any authorised agent under the Privacy Act are authorised for the purposes of assessing this Application and any later requests for credit and / or for the collection of overdue payments in respect of commercial credit which has been provided by the Company to request and obtain a credit report containing personal credit information about the Applicant, and a report containing information about its / his / her commercial and consumer credit activities and credit worthiness from a Credit Reporting Agency and any financial institutions or credit providers named in this Application or whose names are included in a credit report about their credit worthiness.</p>	
<p>(c) The Company may exchange certain information with other credit providers that the Company may give and obtain from:</p> <p>(i) any credit providers named in this Application;</p> <p>(ii) any authorised agent deemed to be a credit provider under the Privacy Act; and any credit provider named in a commercial credit report issued by a credit or commercial reporting agency about the Applicant's personal or commercial credit arrangements, credit worthiness and credit history for the purposes permitted under the Privacy Act.</p> <p>(iii) the Applicant acknowledges that each of the above authorities and consents remain in force until any Account facility granted by the Company is at an end and all sums owing in relation thereto have been paid in full</p>	

Signature of person signing	
Print Name	Position of
Date	on behalf of Applicant
Signatory	



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Terms and Conditions of Trading
1. General
These terms and conditions shall apply to the exclusion of all others including any Terms and Conditions of the Customer (whether on the Customers order form or otherwise). No goods or services will be supplied by the Seller on any terms or conditions other than those set out herein and by taking delivery of the goods the Customer shall be deemed to agree to these Terms and Conditions. For the purposes of these Terms and Conditions Seller shall mean and include the party named and include the party to whom goods and services are sold and or in whose name an Account is maintained by the Seller.
2. Payment
The Customer agrees to comply with the trading terms of the Seller and payment for goods or services shall be made by the Customer to the Seller thirty (30) days from the date of the statement. It is agreed that if the Customer does not make payment within the period specified herein then the Seller shall have the right to impose a default charge of 0.06% per day to any amount outstanding for more than thirty (30) days from the date of the statement
3. Claims
(i) The Customer will be deemed to have accepted the goods as being in accordance with its order unless it notifies the Seller in writing of its claim within 7 days of receipt of the goods. (ii) No return of allegedly defective or faulty goods will be accepted by the Seller unless the Seller has given prior written authorization for the return
4. Warranty
All warranties whether expressed or implied and whether statutory or otherwise with regard to the goods supplied by the Seller as to quality, fitness for purpose or any other matter are hereby excluded except insofar as any such warranties are incapable of exclusion at law.
5. Freight Costs
The Seller shall not be liable for freight costs on goods returned to it by the Customer.
6. Costs
Should payment remain outstanding beyond the Seller's payment terms as outlined in Clause 2, the Customer is liable for all costs including legal costs (on a Solicitor / own client basis) and mercantile fees incurred by the Seller in recovering the amount outstanding.



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7. Change of Ownership
The Customer agrees to notify the Seller in writing of any change of ownership of the customer within 7 days from the date of such change and indemnifies the Seller against any loss or damage incurred by it as a result of the Customer's failure to notify the Seller of any change.
8. Cancellation
Manufactured orders placed with the Seller cannot be cancelled without written approval of the Seller. In the event that the Seller accepts the cancellation of any order placed with it shall be entitled to charge a reasonable fee for any work done on behalf of the Seller to the date of the cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.
9. Lien
The Customer hereby acknowledges that the Seller has a lien over all goods in its possession belonging to the customer to secure payment of any or all amounts outstanding from time to time.
10. Title of Goods
<p>(i) Notwithstanding anything to the contrary express or implied, property in the goods shall remain with the Seller and shall not pass to the Customer until the Seller has received payment in full for the goods and the Customer has discharged in full all its accounts with the Seller.</p> <p>(ii) If payment is made by the Customer by way of cheque, ownership shall not pass to the Customer until the cheque has been honoured.</p> <p>(iii) Until goods are paid for in full the Customer shall hold the goods as a Trustee for the Seller.</p> <p>(iv) In the event that the Customer fails to pay the Seller for the goods by the due date required for payment under the Seller's terms of trade, the Customer (without prejudice to the Seller's rights as an unpaid Seller or any of its other rights and remedies to retake possession of the Seller's goods from the Purchaser) hereby agrees to deliver up the goods to the Seller upon demand by the Seller and consents to the Seller retaking possession of the goods which remain unpaid.</p> <p>(v) The parties acknowledge that by supplying or accepting goods on the terms herein specified, it is not intended to create a charge, mortgage or other security interest over any of the goods supplied.</p>
11. Power to Sell Goods
Nothing herein contained shall prevent the Customer from selling the goods to any third party provided that the proceeds of any such sale shall be held in trust by the Customer for the Seller until the Seller has received payment in full for the goods



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12. Certificate
A certificate signed by an officer of the Seller will be prima facie evidence of the Customer's liability to the Seller at the date of the Certificate
13. Jurisdiction
The proper law of all contracts arising between Seller and the Customer is the law of New Zealand and the parties agree that all claims and disputes relating to the goods sold shall be determined in the Court of competent jurisdiction nearest to Auckland/Wellington/Christchurch
14. Ownership of Goods
Ownership in each unit of goods shall not pass to the buyer until full payment for those goods has been received by us. Until ownership in the goods passes to the buyer, the buyer will hold the goods as bailee for us. We retain the right to enter premises occupied by the buyer and to take possession of the goods at any time after payment is due. If the buyer resells the goods or any of them before such payment is made, the buyer shall hold the sale proceeds for and on our account. If requested by us, the buyer agrees to grant a purchase money security interest to us, as that term is defined in the Personal Property Securities Act 1999, on terms as set out in any such agreement. "PPSA" means Personal Property Securities Act 1999
15. Consumer Guarantees Act 1993
Where the buyer is purchasing goods and services for business purposes within the meaning of the Consumer Guarantees Act 1993, pursuant to sections 2 and 43, the provisions of that Act will not apply to these terms.

OFFCIE USE ONLY			
AMOUNT	\$	Date	