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So Quick. So Easy

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CREDIT APPLICATION FORM

COMPANY NAME: _____

TRADE NAME: _____

POSTAL ADDRESS: _____

_____ POST CODE: _____

PHYSICAL ADDRESS: _____

_____ POST CODE: _____

COMPANY PHONE: _____

ACCOUNTS CONTACT NAME: _____

ACCOUNTS EMAIL: _____

PURCHASER NAME: _____

PURCHASER EMAIL: _____

Please note our terms are 20th of the month following date of invoice.
We reserve the right to stop credit on your account if these conditions are not met.

I/We hereby:

- Certify all information is true and correct and that I am authorised to sign this agreement.
- Agree to pay all accounts by the Terms and Conditions of Trade (overleaf, attached and posted on the website) and sign below as the guarantor.
- Agree to Euromarc Indsutries Ltd to make necessary credit checks.

DIRECTOR'S FULL NAME (Print in Block Letters): _____

DIRECTOR'S SIGNATURE: _____

WITNESSED BY:

NAME: _____ SIGNATURE: _____

OFFICE USE ONLY

Customer # _____ Date _____

☐ Accounts Email Sent ☐ Login Email Sent

Entered by _____

EUROMARC INDUSTRIES Ltd – Terms & Conditions of Trade

1. Definitions

1.1. "Seller" shall mean EUROMARC INDUSTRIES Ltd, of Fitzgerald Rd, Hawera, its successors and assigns or any person acting on behalf of and with the authority of EUROMARC INDUSTRIES Ltd.

1.2. "Buyer" shall mean the Buyer (or any person acting on behalf of and with the authority of the Buyer).

1.3. "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Buyer on a principal debtor basis.

2. Acceptance

1. 2.1 Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
2. 2.2 Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all payments of the Price.
3. 2.3 Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are binding.
4. 2.4 The Buyer shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership, or any change in the Buyer situation.

3. Price And Payment

3.1. 3.1 At the Seller's sole discretion the Price shall be either:
   a. as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
   b. The Seller's quoted Price (subject to clause 3.2) which shall be binding upon the Seller provided that the Buyer shall accept the Seller's quotation in writing within thirty (30) days.

3.2. The Seller reserves the right to change the Price in the event of a variatio to the Seller's quotation.

3.3. At the Seller's sole discretion:
   a. payment shall be due on delivery of the Goods if requested; or with the Seller's payment schedule,
   b. Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due twenty (20) days following the end of the month in which a statement is dated.

3.4. GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. Delivery Of Goods

4.1. At the Seller's sole discretion delivery of the Goods shall take place when:
   a. the Buyer takes possession of the Goods at the Seller's address; or
   b. the Buyer takes possession of the Goods at the Buyer's nominated address (in the event that the Goods are delivered by the Seller or the Seller's nominated carrier);

4.2. At the Seller's sole discretion the costs of delivery may be included or excluded in the price.

4.3. Risk

4.4. If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Buyer on delivery.

5. Title

5.1. The Seller and Buyer agree that ownership of the Goods shall not pass until:
   a. the Buyer has paid the Seller all amounts owing for the particular Goods; and

5.2. It is further agreed that:
   a. if the Buyer fails to pay for the Goods, then the Seller or the Seller's agent may enter upon premises owned, occupied or used by the Buyer, or where the Goods are situated and take possession of the Goods, and the Seller will not be liable for any reasonable loss or damage suffered as a result of any action by the Seller under this clause.

6. Personal Property Securities Act 1999 ("PPSA")

6.1. Upon assenting to these terms and conditions, the Buyer acknowledges and agrees that:
   a. (a) The contract constitutes a security interest in the goods supplied by the Company to the Buyer for the purposes of the PPSA as security for payment by the Buyer of all amounts due under the Contract, including any future amounts.
   b. (b) The Buyer agrees to promptly execute and deliver to the Company all assignments, transfers and other agreements and documents and do anything else which the Company may deem appropriate to perfect the Company's security interest over the Buyer, or obtain the priority required by the Company or register (and renew registration) a financing statement for a security interest in favour of the Company
   c. (c) To the extent that Part 9 of the PPSA applies, the Buyer agrees that the provisions of sections 114(1) (a), 120, 122, 133 and 134 of the PPSA which are for the Buyers benefit, or place any obligations on the Company in the Buyers favour, will not apply; and where the Company has rights in addition to those rights in Part9 of the PPSA, those rights will continue to apply.
   d. (d) To the extent that Part9 of the PPSA applies, without limiting anything in the previous paragraph, the Buyer hereby waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA and its rights to receive a copy of a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement registered by the Company.
   e. (e) The Buyer agrees to treat the security interest in the goods as a continuing and subsisting security with priority over a registered general security interest and any unsecured creditors, regardless of whether the goods have become fixtures at any time before payment has been made for them.

7. Buyer's Disclaimer

7.1. The Buyer hereby disclaims any right to rescind, or cancel any contract with the Seller or to sue for damages or to claim restitution arising out of any misrepresentation made to the Buyer by the Seller and the Buyer acknowledges that the Goods are bought relying solely upon the Buyer's skill and judgement.

8. Defects

8.1. The Buyer shall inspect the Goods on delivery and shall within five (5) days of delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. For defective Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods.

8.2. Returns

8.3. Returns will only be accepted provided that:
   a. the Buyer has complied with the provisions of clause 8; and
   b. the Seller has agreed in writing to accept the return of the Goods; and
   c. the Goods are returned at the Buyer's cost within fourteen (14) days of the delivery date; and
   d. the Seller will not be liable for Goods which have not been stored or used in a proper manner; and
   e. the Goods are returned in the condition in which they were delivered and with all packaging material.

8.4. Goods may be returned for credit but this may incur a handling fee of ten percent (10%) of the value of the returned Goods.

9. Warranty

9.1. For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer.

9.2. To the extent permitted by statute, no warranty is given by the Seller as to the quality or suitability of the Goods for any purpose.

10. Consumer Guarantees Act 1993

10.1. If the Buyer is acquiring Goods for the purposes of a trade or business, the Buyer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Seller to the Buyer.

11. Default & Consequences of Default

11.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two percent (2.0%) per calendar month and such interest shall compound monthly.

11.2. If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs.

12. Privacy Act 1993

12.1. The Buyer and the Guarantor/s (if separate to the Buyer) authorises the Seller to:
   a. collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer; and
   b. Disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Buyer.

13. General

13.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

13. 2. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.

13. 3. The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.

13. 4. In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

13. 5. The Seller reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Buyer of such change.

13. 6. The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) were omitted from the Contractual Remedies Act 1979.

13. 7. Neither party shall be liable for any default, directly due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

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