

CAFORD NEW ZEALAND LIMITED

PO Box 100-026, North Shore, North Shore City 0745, 7 Kaimahi Road, Wairau Valley, North Shore, North Shore City 0627

Tele: (09) 444 8334. Fax: (09) 444 0784.

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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: Email:

Nature of Business: Years in Business:

Telephone: Fax: Date of Birth:

Contact Name & Position:

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

1: Address:

2: Address:

IF LIMITED LIABILITY COMPANY - Address of Registered Office:

Date of Incorporation: Incorporation No:

FINANCIAL & PROFESSIONAL ADVISORS

Shareholders Funds: Paid Up:

Name of Accountant: Solicitor:

Bank: Branch: Acct No:

TRADE REFERENCES

Company	Contact Name	Phone Number	Account open since
1.			
2.			
3.			
4.			

General Description of Goods/Products/Services to be Provided:

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Caford New Zealand Limited that the above information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer. I/we also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are also signing this application form in my/our personal capacity.

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

Signed Print Name Designation

Dated this day of 20

TERMS & CONDITIONS OF TRADE

1. **DEFINITIONS**
 - 1.1 "Caford NZ Ltd" shall mean Caford New Zealand Limited, or any agents or employees thereof.
 - 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Caford NZ Ltd.
 - 1.3 "Products" shall mean:
 - 1.3.1 all Products of the general description specified on the front of this agreement and supplied by Caford NZ Ltd to the Customer; and
 - 1.3.2 all Products supplied by Caford NZ Ltd to the Customer; and
 - 1.3.3 all inventory of the Customer that is supplied by Caford NZ Ltd; and
 - 1.3.4 all Products supplied by Caford NZ Ltd and further identified in any invoice issued by Caford NZ Ltd to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5 all Products that are marked as having been supplied by Caford NZ Ltd or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Caford NZ Ltd; and
 - 1.3.6 all of the Customer's present and after-acquired Products that Caford NZ Ltd has performed work on or to or in which goods or materials supplied or financed by Caford NZ Ltd have been attached or incorporated.
 - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
 - 1.4 "Products" shall also mean all products, goods, services and advice provided by Caford NZ Ltd to the Customer and shall include without limitation the manufacture, repair and replacement of furniture componentry and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products by Caford NZ Ltd to the Customer.
 - 1.5 "Price" shall mean the cost of the Products as agreed between Caford NZ Ltd and the Customer and includes all disbursements eg charges Caford NZ Ltd pay to others on the Customer's behalf subject to clause 4 of this contract.
 2. **ACCEPTANCE**
 - 2.1 Any instructions received by Caford NZ Ltd from the Customer for the supply of Products shall constitute a binding contract and acceptance of the terms and conditions contained herein.
 3. **COLLECTION AND USE OF INFORMATION**
 - 3.1 The Customer authorises Caford NZ Ltd to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products provided by Caford NZ Ltd to any other party.
 - 3.2 The Customer authorises Caford NZ Ltd to disclose any information obtained to any person for the purposes set out in clause 3.1.
 - 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.
 4. **PRICE**
 - 4.1 Where no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current amount as such Products are sold by Caford NZ Ltd at the time of the contract.
 - 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of Caford NZ Ltd between the date of the contract and delivery of the Products.
 5. **PAYMENT**
 - 5.1 Payment for Products shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
 - 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
 - 5.3 Any expenses, disbursements and legal costs incurred by Caford NZ Ltd in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
 - 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
 6. **QUOTATION**
 - 6.1 Where a quotation is given by Caford NZ Ltd for Products:
 - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
 - 6.1.3 Caford NZ Ltd reserve the right to alter the quotation because of circumstances beyond its control. For example, quotation is based on rates and charges in effect at the date of quotation. These rates and charges including the rates of currency exchange, freight, delivery and insurance costs, customs duty and sales tax.
 - 6.2 Where Products are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products.
 7. **RISK**
 - 7.1 The Products remain at Caford NZ Ltd's risk until delivery to the Customer.
 - 7.2 Delivery of Products shall be deemed complete when Caford NZ Ltd gives possession of the Products directly to the Customer or possession of the Products is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.
 - 7.3 The time agreed for delivery shall not be an essential term of this contract unless the Customer gives written notice to Caford NZ Ltd making time of the essence.
 8. **TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)**
 - 8.1 Title in any Products supplied by Caford NZ Ltd passes to the Customer only when the Customer has made payment in full for all Products provided by Caford NZ Ltd and of all other sums due to Caford NZ Ltd by the Customer on any account whatsoever. Until all sums due to Caford NZ Ltd by the Customer have been paid in full, Caford NZ Ltd has a security interest in all Products.
 - 8.2 If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with Caford NZ Ltd until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be deemed to be assigned to Caford NZ Ltd as security for the full satisfaction by the Customer of the full amount owing between Caford NZ Ltd and Customer.
 - 8.3 The Customer gives irrevocable authority to Caford NZ Ltd to enter any premises occupied by the Customer or on which Products are situated at any reasonable time after default by the Customer or before default if Caford NZ Ltd believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. Caford NZ Ltd shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Caford NZ Ltd may either resell any repossessed Products and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Customer's account with the invoice value thereof less such sum as Caford NZ Ltd reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
 - 8.4 Where Products are retained by Caford NZ Ltd pursuant to clause 8.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
 - 8.5 The following shall constitute defaults by the Customer:
 - 8.5.1 Non payment of any sum by the due date.
 - 8.5.2 The Customer intimates that it will not pay any sum by the due date.
 - 8.5.3 Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.
 - 8.5.4 Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Caford NZ Ltd remains unpaid.
 - 8.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distrains against any of the Customer's assets.
 - 8.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
 - 8.5.7 Any material adverse change in the financial position of the Customer.
9. **SECURITY INTEREST FOR SERVICE PROVIDERS**
 - 9.1 The Customer gives Caford NZ Ltd a security interest in all of the Customer's present and after-acquired property that Caford NZ Ltd has performed services on or to or in which goods or materials supplied or financed by Caford NZ Ltd have been attached or incorporated.
 10. **PAYMENT ALLOCATION**
 - 10.1 Caford NZ Ltd may in its discretion allocate any payment received from the Customer towards any invoice that Caford NZ Ltd determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Caford NZ Ltd, payment shall be deemed to be allocated in such manner as preserves the maximum value of Caford NZ Ltd's purchase money security interest in the Products.
 11. **DISPUTES AND RETURN OF PRODUCTS**
 - 11.1 No claim relating to the Products will be considered unless made within fourteen (14) days of delivery.
 - 11.2 No Products will be accepted for return without prior approval of Caford NZ Ltd. In any event Caford NZ Ltd will not be liable to pay to the Customer any amount in excess of the value of the Product provided.
 12. **LIABILITY**
 - 12.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Caford NZ Ltd which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Caford NZ Ltd, Caford NZ Ltd's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
 - 12.2 Except as otherwise provided by clause 12.1 Caford NZ Ltd shall not be liable for:
 - 12.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Products by Caford NZ Ltd to the Customer including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products provided by Caford NZ Ltd to the Customer; and
 - 12.2.2 The Customer shall indemnify Caford NZ Ltd against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Caford NZ Ltd or otherwise, brought by any person in connection with any matter, act, omission, or error by Caford NZ Ltd its agents or employees in connection with the Products.
 13. **WARRANTY**
 - 13.1 Manufacturer's warranty applies where applicable.
 - 13.2 Any written warranty that Caford NZ Ltd provide to the Customer will also form part of these terms and conditions of trade.
 - 13.3 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Products except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.
 - 13.4 Caford NZ Ltd does not provide any warranty that the Products are fit and suitable for the purpose for which they are required by the Customer and shall not be liable if they are not.
 14. **CONSUMER GUARANTEES ACT**
 - 14.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products from Caford NZ Ltd for the purposes of a business in terms of section 2 and 43 of that Act.
 15. **PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES**
 - 15.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Caford NZ Ltd agreeing to supply Products and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Caford NZ Ltd the payment of any and all monies now or hereafter owed by the Customer to Caford NZ Ltd and indemnify Caford NZ Ltd against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.
 16. **MISCELLANEOUS**
 - 16.1 Caford NZ Ltd shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
 - 16.2 Failure by Caford NZ Ltd to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Caford NZ Ltd has under this contract.
 - 16.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
 - 16.4 The client shall not assign all or any of its rights or obligations under this contract without the written consent of Caford NZ Ltd.
 - 16.5 Where these terms and conditions of trade are at variance with the order or instructions from the Customer these terms and conditions of trade shall prevail.
 - 16.6 If required by Caford NZ Ltd the Customer will store Products supplied by Caford NZ Ltd in a way that enables them to be identified as having been supplied by Caford NZ Ltd.
 - 16.7 Unless Caford NZ Ltd elects otherwise, any dispute between the parties is to be dealt with in accordance with the Arbitration Act 1996.