

EURODELL LIMITED
("the Seller")
Account Application Form

Legal Name: _____ ("the Buyer")

Trading Name: _____

Postal Address: _____

Physical Address: _____

Registered Office: (if different from above) _____

Phone: _____ Mobile: _____ Fax: _____ Email: _____

Purchasing / SalesManager: _____ Account Contact: _____

Purchasing Email Address: _____ Account Email address: _____

List all Directors / Partners details

Full name of Director / Partners Address

Full name of Director / Partner Address

Full name of Director / Partner Address

Type of Business:

Company Partnership Sole Trader Other _____

If Company, please supply your Company Incorporation Number: _____

If Sole Trader, please attach a photocopy of your driver licence to this application form.

Credit References:

Businesses that can tell us about your trading history (Not utilities, lawyers, credit cards or banks)

1. _____ Phone: _____

2. _____ Phone: _____

3. _____ Phone: _____

Credit Requested:

Purchase Order Number Required? Yes No

Credit Limit Requested: (Average spend per month) \$ _____

Guarantor:

(Note: If Buyer is a company, then the Seller requires a natural person to guarantee the obligations of the company – Please read clause 8)

Signed by the Guarantor _____ Date _____

Full Name(s) _____ (“the Guarantor”)

Occupation/Relationship to Company (e.g Director, Shareholder) _____

Physical Address: _____

Home Telephone No: _____ Mobile No: _____

The Buyer and the Guarantor, certify that all details supplied above are true and correct and the Buyer and the Guarantor fully accept and will abide by the terms and conditions stated overleaf.

Signed by and on behalf of the Buyer:

(Company Director/Partner/Sole Trader/) Please circle

(Note: If the Buyer is a company, only a Director is authorised to sign on behalf of the company)

Signed _____ Date _____

Full Name _____ Position _____

Signed by the Guarantor _____

Full Name of Guarantor _____

Date _____

Office Use Only

Account No _____

Rep Code _____

Approved _____

Date _____

EURODELL LIMITED
Terms and Conditions of Sale

1. **APPLICATION:** These terms and conditions of sale shall apply to every Contract for the sale of goods which is made by EURODELL LIMITED ("the Seller"). (Every Contract for the sale of goods by the Seller shall hereinafter be referred to as "the Contract")
2. **CONTRACT:** The contract shall arise when the Seller either verbally or in writing accepts the Buyers request to purchase the Seller's goods. These terms and conditions shall be the conditions of the contract. All other conditions warranties descriptions representations and agreements whether expressed or implied by law trade custom or otherwise are hereby excluded except for the Seller's official warranty where such warranty is issued and the Buyer complies with the requirements of such warranty.
3. **PRICE:**
 - 3.1 The purchase price of the goods shall be the price ruling at the date of delivery unless otherwise agreed in writing. Any price indications or price lists are subject to alteration to the price ruling at the date of delivery.
 - 3.2 Unless otherwise stated, the purchase price is exclusive of Goods and Services Tax and other duties and tax which, if payable, shall be to the Buyer's account and shall be governed by the provisions of the clauses herein as if they were part of the purchase price.
 - 3.3 Subject to any variation of this clause which is notified to the Buyer in writing, the purchase price of the goods shall be due and payable (in full) within 10 days of the date of delivery of the goods (the due date).
 - 3.4 Customers outside the Auckland Area will be charged freight, according to rates offered from Courier / Refrigerated Companies.
 - 3.5 For Customers within the Auckland Area (Albany to Botany Downs)The Buyer agrees that a freight charge of \$10.00 ("freight charge") applies for every purchase order received by the Seller below \$150.00 (excluding GST) and such freight charge forms part of the purchase price.
 - 3.6 If payment is not received by the Seller on the due date, interest may be charged (at the Seller's discretion) at the rate of 2% per calendar month calculated daily on any amounts not received. All costs incurred by the Seller arising out of the Buyer's failure to pay by the due date including full legal costs and all disbursements shall be payable by the Buyer on demand. If the Buyer defaults in any payments or if the Buyer commits any act of bankruptcy or if a company does any act which would render it liable to be wound up or a receiver appointed the Seller may terminate the contract without prejudice to any other rights and payment for all goods delivered shall immediately become due and payable.
 - 3.7 If the Buyer defaults in any term or conditions of the contract the company without prejudice to any right it has at law or equity reserves the right to enter upon any premises where the goods supplied are situated and take possession of and remove the same without being responsible for any damage thereby caused and the company may resell such goods and apply the proceeds towards payment of the purchase price.
4. **DELIVERY:**
 - 4.1 Delivery shall be made at the place directed by the Buyer and if no place shall be indicated by the Buyer then delivery shall be made at the Buyer's premises.
 - 4.2 The Seller will make all reasonable efforts to have goods delivered to the Buyer on the date agreed between the parties to be the date of delivery.
 - 4.3 The Seller may withhold delivery until all or any requirements of the Seller have been met.
 - 4.4 Notwithstanding any provisions as to the date of delivery, deliveries may be totally or partially suspended by the Seller during any period in which the Seller may be prevented from delivering through any circumstances outside its (reasonable) control - including but not limited to any: fire, accident, earthquake, flood, crime, war, blockage, civil commotion, epidemic, strike, lockout, labour dispute (whether or not at the works of the manufacturers) shortage of fuel, power or raw material or inability to obtain transport, and no such suspension shall entitle the Buyer to cancel this contract or to refuse to accept delivery of the goods.
5. **RISK:** The risk in the goods purchased shall, unless otherwise agreed in writing, pass to the Buyer on delivery
6. **DAMAGE OR LOSS IN TRANSIT:** If when taking delivery of the goods, the Buyer signs a clean receipt for goods which later are found to have been damaged or lost in transit, thereby prejudicing a possible claim on a third party, the Seller shall be freed from all responsibility for the loss or damage involved.

7. **RETURNS:**
- 7.1 Goods that are supplied in error are returnable for replacement or credit, provided the error is notified to the Seller within seven days of the packing slip date. The date and number of the original packing slip or invoice must accompany the goods being returned. No claim will be allowed where the goods have been marked or shop soiled. Defective items will be replaced, or if unavailable, credited in full, provided they are returned to the Seller within seven days of receipt
- 7.2 Where the Seller does accept the goods for return, unless the goods are supplied in error or defective, the costs for the return shall be to the Buyer's account and the Seller may, in addition charge to the Buyer a handling fee.
- 7.3 No damages, direct or indirect, in respect of this contract shall exceed the invoice value of the specific goods or articles complained of, and no damages will be recoverable by the Buyer.
8. **PERSONAL GUARANTEE:** In consideration of the Seller agreeing to enter into this Agreement with the Buyer, at the request of the Guarantor, the Guarantor (jointly and severally if more than one) hereby guarantees to the Seller the due and punctual payment by the Buyer to the Seller of the monies from time to time owing by the Buyer to the Seller in terms of this Agreement and due and punctual performance by the Buyer of all the obligations, duties, liabilities and covenants of the Buyer under this Agreement.
9. **CONSUMER GUARANTEE'S ACT:** If the Seller provides the goods to the Buyer for the purposes of a business, or in relation to the Buyer's business, the Buyer acknowledges that pursuant to Clause 43 of the Consumer Guarantee's Act 1993, the provisions of the said Act shall not apply.
10. **CONDITIONS SEVERABLE:** Any part of these terms and conditions is severable and if any provision herein is held to be illegal or unenforceable for any reason, this illegality or unenforceability shall affect only that portion of these terms and conditions which are in conflict and the remainder of these terms and conditions shall remain in force.
11. **VARIATION:** The Seller may unilaterally vary these terms and conditions from time to time, and every variation made pursuant to this clause shall be deemed to have been accepted by the Buyer unless the Buyer can reasonably be seen to have been unfairly prejudiced by the variation.
12. **JURISDICTION:** All contracts made between the Seller and the Buyer shall be governed by and construed in accordance with New Zealand law.
13. **WAIVER:** All the original rights powers exemptions and remedies of the company shall remain in full force notwithstanding any neglect forbearance or delay in the enforcement thereof. Any waiver shall apply only to the particular transaction.
14. **PRIVACY CLAUSE:** The Buyer authorises any person or company to provide to the Seller such information as the Seller may require in response to the Seller's credit enquiry. The Buyer also authorises the Seller to furnish to any third party, details of this application and any subsequent dealings that the Buyer may have with the Seller as a result of this application being actioned by the Seller.