



Credit Account Application

Confidential

*= delete as appropriate

*CUSTOMER TYPE COMPANY / PARTNERSHIP / SOLE TRADER / INDIVIDUAL

CUSTOMER'S FULL NAME _____

POSTAL ADDRESS _____ Phone _____

STREET ADDRESS _____ Fax _____

Contact Email _____ Accounts Email _____

FOR COMPANIES AND PARTNERSHIPS

Registration No _____ Date incorporated _____

*Director/ Full Name _____

Partner Home Address _____ Phone _____

*Director/ Full Name _____

Partner Home Address _____ Phone _____

ALL APPLICANTS TO COMPLETE

Date business commenced _____ Estimated Purchases \$ _____ Monthly/One-off*

Bank _____ Branch _____ Account No _____

Accountant _____ Contact _____ Phone _____

Solicitor _____ Contact _____ Phone _____

CREDIT REFERENCES

Company _____ Contact _____ Phone _____

Company _____ Contact _____ Phone _____

Company _____ Contact _____ Phone _____



I/We confirm that the above information is accurate and complete in all material respects and that it may be held and used by you to enable you to consider this application; administer my/our account if the application is approved; monitor my/our creditworthiness on an ongoing basis; recover any monies owed to you by me/us; and assess you in exercising any of your rights, powers and remedies.

I/We authorise any person to provide you with such information as you may require in response to your credit enquiries. I/we further authorise you to furnish to any other person details of this application and any subsequent dealings that I/we may have with you as a result of this application being accepted by you.

I/We accept the Terms and Conditions of Trade as attached to this application. I/we understand that failure to adhere to these terms will result in any credit facilities you might grant being withdrawn. I/we also understand that ownership and title of goods supplied will not pass from DMAX NEW ZEALAND LTD until paid for in full as specified in your Term and Conditions of Trade.

For and on behalf of _____ Date _____
Signed _____ Name _____ Position _____

PERSONAL GUARANTEE

I/We _____ [full name of Guarantor(s)]
_____ of _____ [Guarantor's address]

Acknowledge by signing below that I/we have read and understand the following guarantee and agree to be bound by it.

Guarantee

In consideration of you entering into this agreement and/or credit arrangement with the Customer, the Guarantor guarantees the due and punctual payment by the Customer of all monies which may become payable from time to time to you; and the due and punctual performance of all obligations, duties, liabilities and undertakings of the Customer under this agreement.

SIGNED

Guarantor _____

Guarantor _____

WITNESS

WITNESS

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Occupation _____

Occupation _____

Date _____

Date _____



1. Definitions

The following definitions shall apply to these terms and conditions:

Company means DMAX NEW ZEALAND LIMITED

Customer means the purchaser of goods from the company

Goods mean the goods or services supplied to the Customer

2. Supply

2.1 Goods will be supplied to the Customer on these terms and conditions unless the Company agrees in writing to change them.

2.2 The Company will not be bound by any conditions included in the Customer's purchase order, if any, unless it accepts them either verbally or in writing.

3. Price

3.1 The price for the goods shall be the price agreed between the Company and the Customer at the date of the order.

3.2 The price does not include charges of freight, insurance, taxes or duties unless otherwise agreed by the Company either verbally or in writing.

3.3 The Company reserves the right to adjust its prices at any time and will give the Customer prior notice of any changes.

3.4 Quotations are valid for acceptance for thirty days, after which they will lapse.

4. Payment

4.1 The Customer shall pay for the goods no later than the 20th of the month following delivery of the goods.

5. Delivery

5.1 Delivery shall be to the Customer when the goods are first dispatched from the Company's premises, unless otherwise agreed.

5.2 The Company will do everything in its power to see that deliveries are maintained according to schedule but any period or dates quoted for delivery are to be regarded as approximate only.

5.3 Goods may be delivered in instalments and each delivery shall be regarded as a separate contract.

5.4 The Company may at its discretion stop or suspend future deliveries until the Customer has paid for all previous deliveries.

5.5 If the Company is unable to deliver goods for any reason outside its control, it may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer. The Customer shall not cancel or refuse delivery of any suspended order unless the Company accepts this either verbally or in writing.

6. Ownership of goods

6.1 Ownership of the goods shall not pass to the Customer and any proceeds of sale of the goods shall belong to the Company until the Customer has paid for the goods in full.

6.2 The Customer gives the Company and its agents the right to enter the Customer's premises to retrieve unpaid goods, as long as notification is given and without being liable to the Customer.

7. Risk

7.1 The risk in goods shall to the Customer upon delivery even though ownership of the goods may not have passed to the Customer.

8. Description

8.1 The Customer shall rely on its own judgement as to the nature, quality and condition of the goods and their suitability for the purpose and not upon any representation made by the Company. Any description of the goods given by the Company shall not constitute a sale by description.

8.2 Any inspection by the Customer of a sample of the goods shall not constitute a sale by sample.

9. Supply for Business Purposes

9.1 Where the Customer purchases the goods for business purposes the provisions of the Customer Guarantees Act 1993 shall not apply to the supply of goods by the Company.

10. Warranties and Conditions

10.1 This clause 10 shall apply where the Customer is not a customer as defined in the Consumer Guarantees Act 1993.

10.2 All representations or terms (including any condition or warranty expressed or implied by law, statute or otherwise) not expressly included in these terms and conditions are hereby expressly excluded.

10.3 The Company's liability arising from any of these terms and conditions or a breach of them or for any misrepresentation shall be limited to the lesser of the price of the goods or the actual loss or damage sustained by the Customer.

10.4 The Company will not be liable under any circumstances for indirect or consequential loss of any kind whatsoever.

10.5 The Customer agrees to indemnify and keep indemnified the Company from and against any costs, damages and expenses incurred by or recovered against the Company in respect of any claim for infringement of any letters patent or registered design where the Company has used them on the Customer's instruction.

11. Guarantees and Conditions

11.1 Where the Customer is a consumer as defined in the Consumer Guarantees Act 1993, the provisions of that Act shall apply.

12. Damage or Loss in Transit

12.1 The Company will arrange the freight of the goods if requested by the Customer.

12.2 If the goods are damaged, lost or destroyed in transit, the Customer shall notify the Company and the Company will replace the goods free of charge.

13. Cancellation

13.1 The Customer shall not be entitled to cancel any order in full or in part once the order has been dispatched to the Customer without reimbursing the Company for all freight costs.

13.2 The Company shall be entitled to cancel any order in full or part if:

- (a) The Customer, being a company or body corporate, goes into liquidation or receivership; or being a person shall become bankrupt; or
- (b) If the Company or Customer is refused any requisite export or import permits in respect of the goods.

14. Enforceability

14.1 Each provision of these terms and conditions is severable in whole or in part and if any provision is held to be illegal or unenforceable for any reason only the illegal or unenforceable portion shall be affected and the remainder shall remain in full force and effect.

15. Privacy Act

15.1 The Customer agrees to notify the Company of any change in circumstances that may affect the accuracy or validity of any information provided by the Customer to the Company.

16. Acceptance

16.1 The Customer's use of this account shall constitute acceptance of these terms and conditions, notwithstanding that a credit account application has not been completed and/or signed by or on behalf of the Customer.

16.2 Signed

_____ for and on behalf of

Customer _____

Name _____ Date _____