

# Vesta Electrical Suppliers Limited

## Credit Account Application Form

For : North Shore  Penrose  Henderson  Manukau  Hamilton

Update Existing Account  Open new Account  Change of Name  Change of Legal Entity

Sole trader  Company  Partnership  Other:

Company name:			
Trading Name:			
Name of applicant:			
Physical Address:	Postal Address:		
Telephone:	Mobile:		
E-mail:			
Accounts Contact:	Tel No:		
	Email:		
How much credit per month are you requesting:			

Credit Reference: (3 minimum with full contact details)

Name of Supplier:	Name and Contact Phone No:	Trading History:
1		
2		
3		
4		
5		

*Do not include Financial Institutions, Credit Card Companies, Phone Companies or Utility Companies*

Limited liability company  Date of Registration: \_\_\_\_\_ Registration Number: \_\_\_\_\_

Name and address of Current Directors, Partners Detail				
Name:	Homes Address:	Phone No:	Signature	Date of birth
1				
2				
3				

Partnership/Individual/Sole Trader/Guarantor: \_\_\_\_\_ Date of Partnership commenced: \_\_\_\_\_

Name and address of Partners				
Name:	Homes Address:	Phone No:	Signature	Date of birth
1				
2				

Any Applicant must provide guarantors acceptable to the Company

1. Guarantor/s irrevocably and unconditionally guarantees the due and punctual payment to the Company by the Applicant.
2. Guarantor/s agrees that if the Applicant does not pay outstanding amounts, or discuss with The Company about the payments, in terms of goods or services provided in accordance with the Company's terms and conditions of sale, the Guarantor/s will do so on demand (without any counterclaim or set off) or the Company may in its discretion and without notice refuse further credit to the Applicant.
3. If for any reason any amounts payable by the Applicant in accordance with The Company's terms and conditions of sale cannot be claimed by the Company, the Guarantor/s will pay the amount of any such loss to the Company as principal debtor and on demand

The Guarantor/s acknowledges that he/she/they can seek for independent legal advice before signing this personal guarantee or that solely the Guarantor/s own choice which has been freely made.

Full name:..... Signed:.....

Name of witness:..... Signed:.....

Branch manager: ..... Date of application: .....

**Office use only**

Customer group	Group 1	<input type="checkbox"/>	Group 2	<input type="checkbox"/>	Group 3	<input type="checkbox"/>
	Group 4	<input type="checkbox"/>	Group 5	<input type="checkbox"/>	Account number: .....	

**Checklist**

1. Company registration check  (Name and registration stated on company office website)
2. Phone check
3. References check

**Branch manager willingness to trade with this customer:**

Branch Manager Comments: .....  
.....  
.....

**Branch manager signature:** .....

**Please also read and initial the Terms and Conditions of Trade pages and return to Vesta Electrical Suppliers Ltd**

# Terms and Conditions of Trade

## 1. Definitions

In these conditions unless the context otherwise requires:

- Company means Vesta Electrical Suppliers Limited.
- Buyer means the person, or company buying the goods from the Company.
- Products and/or services mean the products and/or services being purchased by the Buyer from the Company.
- Contract means the contract between the Company and the Buyer for the purchase of the goods and all the terms and conditions in the contract will apply to any goods (including electrical goods and any related goods and services) supplied by The Company to the Buyer.
- Date of the contract means where the contract arises from a quotation given by the Company, i) the date of acceptance of the order by the Company; or ii) Where the contract arises from a quotation given by the Company, the date upon written notification of acceptance of the quotation is received by the Company.
- Contract price means the price of goods as agreed between the Buyer and the Company.
- Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.
- If The Company terms and conditions conflict with any others, The Company terms will prevail unless that conditions are expressly accepted in writing by The Company

## 2. Quotation

The Buyer may request a Quotation from the Company setting out the price and quantity of the Goods to be supplied. If the Quotation is acceptable to the Buyer, the Buyer may place an order within an acceptable timeframe.

## 3. Acceptance

If any instruction is received by the Company from the Buyer for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

## 4. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

## 5. Price

- The Price shall be as indicated on invoices provided by the Company to the Buyer in respect of products and/ or services supplied; or
- The Price shall be the Price of the Company's current Price at the date of delivery of any goods and shall be subject to change without notice. Buyer is responsible for confirming prices prior to delivery.
- Time for payment for the products and/or services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on delivery of any goods.
- The Buyer agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.
- The Company reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed.
- New Zealand currency will be used if the goods are exported.

## 6. Payment, Late Payment, Default of Payment and Consequences of Default of Payment

- The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Buyer and the Company.
- Subject to any provision to the contrary in the Contract, payment shall be received on or before the agreed credit terms of the Company's invoice to the Buyer, which shall be issued promptly on or after delivery of the goods.
- Late payment shall incur interest at the rate of 12% per annum calculated on a daily basis. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by the Company, but without prejudice to the Company's other rights or remedies in respect of the Buyer's default in failing to make payment on the due date.
- Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.
- In the event that:

- i. any money payable to the Company becomes overdue, or in the Company's opinion the Buyer will be unable to meet its payments as they fall due; or
- ii. the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- iii. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

## 7. Delivery

- The Company may withhold delivery in terms of clause 5 and 6
- If the Company doesn't receive any indicate about the goods from the Buyer, then the goods shall be deemed to have been delivered when the Company was willing to deliver them
- Any quotations of delivery times by The Company are made in good faith but as estimates and not commitments. The Company shall not be bound by such estimates.
- The Company will select the method of delivery unless the Buyer requests a particular method of delivery and The Company agrees in writing then the Buyer shall cover the cost of delivery by that method from the point of despatch of the goods by The Company
- The Company reserves the right to dispatch the Buyer's order in one delivery or by installments. Where The Company acknowledges and order which provides for delivery by installments, The Company shall be entitled to payment for each installment delivered (as if it were a separate contract) but failure to deliver any installment shall not entitle the Buyer to repudiate the contract as any remaining installments.

## 8. Return of goods for credit

The Company is under no obligation to accept the return of goods supplied. Goods supplied in accordance with the Buyer's order can only be returned with the express approval of The Company. In particular:

- Requests to return goods must be submitted in writing within 10 days from the date of supply
- Where goods are accepted for credit they must be delivered at the Buyer's expense in The Company's store from where they were purchased in original condition and packaging
- The original invoice number must be quoted
- The Company reserves the right to levy a restocking fee against any returns it may agree to accept. Such fees may be up to 15% and levied at The Company's absolute discretion

Goods specially imported or brought in or procured on behalf of the Buyer cannot be returned except with prior written approval from The Company and then only on such terms and conditions as The Company may agree

## 9. Governing Laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

## 10. Dispute Resolution

The Company will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice. In the event that any part of an invoice is disputed the amount not in dispute will be paid promptly in accordance with the payment terms.

## 11. Reservation of Title

Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full.

- Ownership of all goods sold by the Company is retained by the Company until full payment is paid for all amounts owing in respect of all goods supplied.
- Until such payment is made the customer agrees to:
  - i. Enable the goods to be readily identifiable as the property of the Company;
  - ii. If called upon by the Company, the goods has to be returned immediately in the same good condition as it has been supplied
- In any incidentals in the recovery of the goods as well as any shortfalls between the amount owing and the value of the goods recovered, all costs will be paid by the Buyer.
- In the event of a sale of the goods, or any of them prior to payment in full, the Buyer shall, as trustee for the Company
  - i. Hold all the moneys received by the customer on any such sale of the goods separate from the Buyer's own money and in the name of and to the credit of the Company and the Buyer will on request from the Company pay such proceeds to the Company
  - ii. Hold all claims against the purchasers of any such goods who have not made payment for the same in trust for the Company and the Company may, upon

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## Terms and Conditions of Trade

- In the event of a sale of the goods, or any of them prior to full payment, the Buyer will, as trustee for the Company:
  - i. Hold all moneys received by the Buyer on any such sale of the goods separate from the Buyer's own money and in the name of and to the credit of the Company and the Buyer will on request from the Company pay such proceeds to the Company.
  - ii. Hold all claims against the customers of any such goods who have not made payment for the same in trust for the Company and the Company may, upon the occurrence of any Default Event, either in its own name or in the name of the Buyer make claim to and issue proceedings to recover the sale price of such the person to whom the Buyer has supplied the goods.
- Any goods which are mixed with or installed on the Buyer's premises or used as constituent parts of any product manufactured or constructed by the Buyer for onsale immediately upon such manufacturing or construction occurring:
  - i. The Company's ownership of the goods will be transferred to part ownership of the processed goods
  - ii. The Company's part ownership will equal to the proportion of the invoiced value of the Company's goods used in such processing bears to the total invoice value of all goods employed plus the Buyer's reasonable direct costs of processing. If any conflict will arise as to the amount of the Company's proportion, such conflict will be determined by a chartered accountant, who will as a sole arbitrator pursuant to the provisions of the Arbitration Act 1996, which accountant will be appointed if the parties cannot agree, by the president for the time being of the New Zealand Society of Accountants or his or her nominee
- The Buyer will not, as long as the invoice has not been paid in full, purposely charge the goods nor deal with the goods in any other way than in accordance with provisions of these terms of trade.
- The Buyer 'right under the terms of trade will be cancel immediately through notice from the Company if:
  - i. The payment is defaults on the due date, time for which is strictly of the essence, or fails to comply with any terms and conditions of any particular contract of sale between the Company and the Buyer
  - ii. The Company receives any information which, in the Company opinion, indicates the Buyer' ability that unable to meet its financial commitment.
- If any of the event specified in clause 11.1 occurs, or upon cancellation under clause 11.7, or upon cancellation pursuant to any other right, the Company, without prejudice to any other rights or remedies of the Company, have the right:
  - i. To recover possession of all goods in respect of which the Company has retained title
  - ii. To employ the services of any person to enter upon and remain upon any premises occupied by or controlled by the customer to exercise any of the preceding rights
  - iii. To give notice to any third party of the Company' rights pursuant to these general conditions and of the exercise of nay of the Company's rights or remedies and the Buyer will not have any claim against the Company for nay loss, indirect or direct, suffered by the Buyer as a consequence of such notice being given by the Company
- Upon termination of the Buyer's rights pursuant to clause 11.7, or pursuant to any other right of the Company, and without prejudice to any other rights or remedies of the Company, the Company shall be entitled to sell all goods fully and partly owned by the Company

### 12. Warranty

The Company warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by the Company within seven (7) days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the Buyer shall be responsible at its cost and risk for shipment of the defective goods to the place specified.

### 13. Privacy

Any information about the Buyer provided at any time to the Company may be used by the Company for any purpose connected with the Company's business including (but not limited to) direct marketing, debt collection and credit reporting and assessment. The Company is authorized to provide such information to any external agency or party for credit information and assessment purposes and that agency or party is authorized by the Buyer to use and continue to use such information as part of its business services. The Company and any external agency or party may retain and/or use such information for as long as they see fit

- The Buyer authorizes the Company to seek information from outside parties concerning the customer's creditworthiness and business practices and to disclose such information to any outside party inquiring in good faith. This is a continuing authorization which will apply throughout the course of the trading relationship between the parties
- If the Buyer is a company, the same authority is given by the individual directors and senior officers, concerning information about those individuals

### 14. Liability

The Company shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Company's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Company against any claim by any such person.

- The Buyer acknowledges that all goods acquired for business purposes from the Company and the Company and the Buyer hereby agree to contract out of the Consumer Guarantees Act 1993.
- The Buyer shall ensure the purposes of the goods ordered and the Company is under no liability if they are not suitable and fit.
- If goods are not the Company's own manufacture, only such benefits that the Company may receive under any guarantee given to the Company by the manufacturers will be passed by to the Buyer. The company is not liable for any consequential or indirect losses arising out of the supply of any goods, in any circumstances
- Misuse, accident, neglect, installation, modification, adjustment or improper operation or maintenance will not be cover from the Company warranty.
- The Company's liability under this contract and the warranty in this clause is confined to the Buyer named in this contract; the Company has no liability to any purchaser of the goods from the Buyer in that the Buyer's rights under this contract are not assignable without the prior written consent of the Company

If the account is not paid within 30 days after the due date, our debt collection agent may charge you a fee equal to 25% of the unpaid portion of the price, but not less than \$25.00. where the total debt collection agency costs, legal and other costs arising from the collection of any amount owing exceeds the debt collection fee charged, our debt collection agent is also entitled to recover such additional costs from you.

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