



Kiwi Business Products Credit Application

www.kiwibusinessproducts.co.nz steve@kiwibusinessproducts.co.nz 0272132533

CUSTOMER DETAILS

1. Full Legal Name (not trading name): _____

2. Trading as (if different from above): _____

3. Trading / Business Address: _____

4. Postal Address (if different): _____

5. Business Telephone No(s): _____ Fax No: _____

6. Business Email Address: _____

7. Nature of Business: _____ Years in Business: _____

8. Type of Business (circle one): Limited Company / Sole Trader / Partnership / Trust / Other

9. Accounts Contact: _____ Phone (DDI): _____ Email: _____

10. Purchasing Contact: _____ Phone (DDI): _____ Email: _____ Trade

Trade References	Company Name	Phone Number	No Of Years	Av Monthly Spend
1				
2				
3				



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Full names and Private Addresses of Owner/Partners/Directors/Trustees:

1. Name: _____ Address: _____ Ph Number: _____
2. Name: _____ Address: _____ Ph Number: _____
3. Name: _____ Address: _____ Ph Number: _____

DATED this day of 20

1. The customer agrees that the attached terms and conditions (or any replacement terms and conditions advised to the customer from time to time) shall apply to the supply of products and services by Kiwi Business Products Limited.
2. The customer authorises Kiwi Business Products Limited to: (a) contact the persons referred to above as Credit References and those persons may release information regarding the customer's credit history; and (b) Make such enquiries of third parties, and give them and receive from them such information, as may be necessary to determine your credit worthiness and that of your guarantors (if any).
3. If the customer is a Company, each director of the Company irrevocably personally guarantees (as primary obligor and not merely surety) the payment of all amounts owing, and the performance of all other obligations of the Customer to Kiwi Business Products Limited.

SIGNED BY THE CUSTOMER: _____

Signature(s) of authorised signatory (ies) Full name(s) of authorised signatory (ies)

SIGNED BY ALL COMPANY DIRECTORS (AS GUARANTORS):

Signature(s) of director(s) Full name(s) of director(s)



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TERMS AND CONDITIONS OF TRADE

- 1. Terms:** These terms and conditions ("Terms") are the terms on which products are supplied and services are provided notwithstanding anything to the contrary in any other specification, tender, contract or acceptance document.
- 2. Price:** The price is as set out in our quotation or as otherwise specified by us. A quotation may be withdrawn at any time and will be invalid if not accepted by you in writing within 30 days of the date of quotation. Prices quoted are based on rates applicable on the date of quotation. Unless the price specifies that GST is included, you must pay GST in addition to the price.
- 3. Payment:** Generally, the price is payable in full on or before the 20th of the month following invoice but we may, in our discretion, require a deposit or full or part payment in advance. All payments must be made without set-off, deduction or withholding. We may at any time suspend any credit and require you to pay all outstanding amounts in full. If you default in your payment obligations, we may elect not to sell or deliver products to you, or provide services to you, or we may cancel our contract with you by written notice.
- 4. Default:** If your account is overdue, we may charge default interest at the rate of 2% per month (or part month) on any amount due and unpaid, without prejudice to our other rights and remedies. If we take action to recover any amount due from you, or to enforce any other rights, you must pay our costs (including solicitor/client and debt collection costs). Such costs shall bear interest in accordance with **this clause from the date 7 days after we notify you of the costs until the date of full reimbursement.**
- 5. Ownership of Products supplied:** Prior to full payment for all products supplied, ownership in products will remain with us. If you fail to pay on the due date or breach these Terms, we may enter any premises to recover products owned by us. You indemnify us for any losses or costs we incur in recovering our products. If the premises are those of a third party, we may enter and recover the products as your agent. We may sell any products held by us and apply the proceeds towards any amounts owed by you.
- 6. Risk:** Risk in products supplied to you shall pass to you upon delivery to the carrier (where a carrier is used) or upon receipt of the products by or on behalf of you. We are not responsible for damage to the products in transit.
- 7. Delivery/Collection:** Delivery costs will be as agreed or, if not agreed, a reasonable charge determined by us. If you fail to accept delivery or complete collection (as applicable) at an agreed time, we may charge you for reasonable storage and additional delivery charges. Freight and transit costs (including insurance) are to your account unless otherwise specified to the contrary by us in writing. We will use reasonable endeavours to deliver the products on time, but we are not responsible for any delivery delays.
- 8. Security Interest:** You agree that, for the purposes of the Personal Property Securities Act 1999 ("the PPSA"), we have a security interest in the products supplied to you. You agree to sign any documents required for us to perfect our security interest and authorise us to sign any such documents as your attorney. To the extent permitted under the PPSA you agree to waive your rights as debtor, including your right to receive any verification



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statement, and you and we agree to contract out of the PPSA. We may take all steps required to perfect our security interest under the PPSA.

9. Matters beyond our control: We are not responsible for any failure to supply or delay, or any other matter, that arises from a cause that is beyond our control.

10. Extent of liability: Our liability in relation to products supplied is limited to direct loss caused by our breach of these Terms, to a maximum of the contract value of the products supplied or services provided. All warranties implied by customary practice, at law or under statute are excluded to the extent legally permitted.

11. Product defects: We will, at our option, either replace or give a credit or refund for any defective products, provided that you have notified us in writing, giving details of the defect or discrepancy and returned the products to us in the same condition as they were delivered, within 7 days of the delivery **to you**.

12. Cancellation: You may not cancel any order or part of it without our written consent and as a condition of that consent; we may require you to pay for the costs of labour, materials and any other direct or indirect costs incurred by us to the date of cancellation. We may cancel an order or delivery if you become insolvent or are in breach of these Terms.

13. Consumer Guarantees Act 1993 ("CGA"): If you acquire products or services from us for business purposes, you are a commercial customer and you agree that the CGA does not apply in respect of the products and services supplied to you.

14. Intellectual Property: All intellectual property in and relating to the products (including patents, trademarks, copyright, know how, designs, trade secrets and information confidential to us) will remain our property and must not be disclosed to any person without our prior written consent. If you provide us with specifications for the design and/or manufacture of products, you warrant to us that the specifications and any products manufactured by us based on those specifications will not infringe the intellectual property rights of any third party. You indemnify us from and against any claims, losses or liabilities we may suffer as a result of the use of any specification provided by you.

15. No Waiver: No delay or failure by us to act or insist on any right shall be regarded as a waiver and every right remains enforceable and may be exercised by us at any time.

16. Definitions: In these Terms, the words "we", "us" and "our" are references to Kiwi Business Products Limited. A reference to "you" is a reference to the Customer. The term "products", as used in these Terms, means products supplied by us to you from time to time (as detailed in our invoices), together with their proceeds.