



**best doors limited**

**80 Hastie Ave Mangere Bridge**

**Ph 09-6330046**

**Email : sales@bestdoors.co.nz**

## Customer Credit Application Form

( Rep ID .....)

# Terms and Conditions of Sale for Best Doors Limited

## 1.0 GENERAL

- 1.1 In these terms and conditions the “Company” means Best Doors Ltd
- 1.2 Any goods (the “goods” or “any goods”) supplied by the Company to the Customer will be supplied on these terms and conditions. If the Customer orders goods, the Customer will be deemed to have accepted these terms and conditions. The only circumstance where any variation to these terms and conditions will apply is where the Company has expressly agreed in writing to that variation.

## 2.0 PRICE

- 2.1 Goods will be invoiced at the price plus GST contained in the Company’s price list current on the date the goods are dispatched unless expressly agreed in writing by the Company.
- 2.2 The Customer acknowledges that the Company may alter prices without notice and that the purchase price of goods may be different from the price quoted or the price current when the goods were ordered.
- 2.3(a) Prices quoted in the Company’s price lists are ex factory prices unless specified as freight paid on that price list.
- 2.3(b) Freight paid price lists apply when the minimum order quantities specified by the Company from time to time are ordered. The cost of freight shall otherwise be added to the order.

## 3.0 PAYMENT

- 3.1 The invoiced price of goods is to be paid in full by the 20<sup>th</sup> of the month following the date of delivery of the goods. However, the Company reserves the right to alter the payment terms including the requirement for payment for any goods in cash before the goods are delivered. The terms will be stated on the front of the invoice.
- 3.2 The Customer may not deduct or withhold any amount (whether by way of set-off counterclaim or otherwise) from any money owing to the Company.
- 3.3 If full payment for any goods is not made to the Company by the due date for payment, then the Customer shall be in default and the Customer shall at the Company’s discretion (and without affecting any other right the Company may have), pay default interest on any amount outstanding to the Company in accordance with the following:
  - (a) the default interest shall be 5.5% above the current base lending rate from time to time set by the Company’s bankers in Auckland;
  - (b) default interest shall accrue on a daily basis from the date payment is due until the date payment is actually made;
  - (c) the Customer shall be liable to pay all expenses and cost (including legal costs between solicitor and client) in relation to the Company obtaining or attempting to obtain a remedy for failure to pay.
- 3.4 All payments pursuant to 3.3(a)-(c) inclusive) shall be upon demand. The charging of default interest shall in no way imply the granting of an extension of credit by the Company to the Customer.

## 4.0 DELIVERY

- 4.1 Delivery will be deemed to have been made when goods arrive at the point agreed with the Customer or, if no place is agreed, when goods are available for collection from the Company’s warehouse on the agreed date. If the Customer or its authorized agent is not present at the delivery point when the goods are delivered, delivery will be deemed to have been effected in any event.
- 4.2 The Company will endeavour to have the goods delivered on the agreed delivery dates but will not be held liable for late delivery. Late delivery does not entitle the Customer to cancel any order or part order.
- 4.3 All claims for errors or short delivery must be made to the Company within 7 days of delivery and in accordance with the procedures advised by the Company from time to time.
- 4.4 Any claims for goods damaged during unloading or damaged or lost in transit must be made within 24 hours of the agreed date of delivery.
- 4.5 The Customer is responsible for ensuring, at its own cost, that the agreed delivery sites have unloading facilities together with labour and/or mechanical means to unload the goods promptly and have suitable access and area for unloading.
- 4.6(a) Where any quotation given to the Customer includes the cost of delivery, the price quoted will cover only the usual methods of transportation used by the Company and delivery between the hours of 7.30am and 5.00pm Monday to Friday, excluding statutory holidays.
- 4.6(b) The Company may at the Customer’s request, agree to arrange delivery by other means or at other times but the Company will be entitled to charge the Customer for any additional costs it may incur.
- 4.7 If the Customer fails or refuses to take delivery of any goods at an agreed delivery time, the Company may (without limiting any other right the Company may have) charge the Customer for any of the following expenses:
  - (a) Waiting time for delays by the Customer in unloading goods;
  - (b) Handling charges for any unloading work carried out by the Company;
  - (c) Storage, transportation disposal of the goods or other additional expenses incurred in relation to the goods.

## 5.0 RISK

- 5.1 All risk in the goods supplied by the Company shall pass to the Customer on delivery.

## 6.0 OWNERSHIP

- 6.1 Title to any goods supplied by the Company shall not pass to the Customer until all amounts owing by the Customer to the Company in respect of those goods and all other goods have been paid.
- 6.2 The Customer agrees that until title passes in the goods to the Customer, all goods supplied are held by the Customer for and on behalf of the Company as bailee and the Customer will store them in such a way they are identifiable as property of the Company.

- 6.3 If the Customer wishes to resell any goods before title to them passes to the Customer, the Customer may do so only by way of bona fide sale in the ordinary course of business and the Customer shall hold the proceeds of such sale on trust for the Company and shall account to the Company for such proceeds.
- 6.4 Where any provision of this clause 6 is rendered void, unenforceable or otherwise ineffective by operation of law, that shall not effect the enforceability or effectiveness of any other part of this clause.
- 6.5 The Customer warrants to the Company that the Customer will not notify and advise the Customer's charge-holders of these terms and conditions of sale

#### 7.0 **WARRANTIES**

- 7.1 The Company's warrantee in respect of goods supplied by it to the Customer is as expressly set out in any guarantee contained in the current product literature produced by the Company for the goods in question but such warrantee shall not apply;
- (a) To defects which would be apparent on delivery unless a written claim is received by the Company within 7 days;
  - (b) To goods which have been repaired by any person not authorized by the Company to do such repairs;
  - (c) To any goods which have been incorrectly installed, maintained, handled or stored.
  - (d) To any goods which have been modified in any way;
  - (e) If the recommendations as to use, installation of maintenance of the goods as contained in the current product data produced by the Company have not been adhered to (it being the responsibility of the Customer to obtain that information)
  - (f) To any goods, parts or components not manufactured by the Company;
  - (g) To any goods which have been sold by the Company as seconds, downgrades or otherwise outside the standard specification for those goods.
- 7.2 Except for the warranty in clause 7.1, all warranties, descriptions, representations or conditions whether implied by the Sale of Goods Act 1908 or otherwise by law, trade, custom or otherwise, are, and all other liability of the Company, whether in tort (including negligence), contract or otherwise for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of any goods or any other breach of the Company's obligations shall in any case be limited at the Company's option, except where statute expressly requires otherwise, to either the repair or replacement of the goods complained of, or the refund of the purchase price (provided that if the Company is no longer manufacturing the identical product at the time of the claim, it may replace the product with the closest equivalent then being manufactured).
- 7.4 While the Company will make every effort to ensure the accuracy of any advice, recommendation, information, assistance or service provided by the Company in relation to the goods supplied by the Company or their use or application, the Company does not accept any liability or responsibility in respect thereof.
- 7.5 The Customer will familiarize itself with the current product literature produced by the Company.
- 7.6 The Company will have no liability either in contract or in tort for any loss suffered by the Customer or any 3<sup>rd</sup> party claiming through the Customer for which the Company has not accepted in writing for such loss.
- 7.7 The Company makes no representations nor warranties in respect of the goods supplied by it to the Customer unless such representation or warrantee is made by the Company in writing to the Customer.

#### 8.0 **OTHER RIGHTS OF THE COMPANY**

In the event that:

- (a) Any amount payable by the Customer to the Company is overdue, or the Customer fails to meet any other obligation to the Company (whether in relation to the sale of goods or otherwise), or in the Company's opinion the Customer is likely to be unable to meet its payment or other obligation to the Company; or
- (b) The Customer becomes insolvent, has a receiver appointed in respect of all or some of its assets, makes or is likely to make an arrangement with its creditors or has a liquidator (provisional or otherwise) appointed or is placed under statutory or official management; or
- (c) The ownership or effective control of the Customer is transferred or the nature of the Customer's business is materially altered;
- (i) The Company shall be entitled to cancel all or part of any contract or contracts with the Customer which remains unperformed, in addition to and without prejudice to its other remedies; and
- (ii) All amounts outstanding under any contracts with the Company shall whether or not due for payment, immediately become due and payable; and
- (iii) The Company shall be entitled to reclaim any goods in the Customer's possession or control and to dispose of them for its own benefit and for that purpose the Company shall be entitled, without notice to enter directly or by its agents on any premises where it believes goods which it has supplied may be stored, without in any way being liable to any person.

#### 9.0 **MISCELLANEOUS**

- 9.1 The Customer shall be responsible for disposing (other than materials deemed returnable by the Company), at its own cost, all materials used in the packaging and delivery of goods supplied by the Company.
- 9.2 If at any time the Company does not enforce any of these terms and conditions or grants the Customer time or indulgence, the Company shall not be construed as having waived that term or condition or its rights to later enforce that or any other condition.

# Best Doors Ltd Credit Application Form

COMPANY NAME \_\_\_\_\_

TRADING NAME \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

PROPERTY Owned/Rented/Other \_\_\_\_\_ PERIOD AT PREMISIS \_\_\_\_\_

PHONE No's \_\_\_\_\_ TRADING SINCE \_\_\_\_\_

FAX No's \_\_\_\_\_ ACCOUNTS EMAIL \_\_\_\_\_

Nature of Business \_\_\_\_\_ Projected Monthly Trade \$ \_\_\_\_\_

Bankers \_\_\_\_\_ Branch \_\_\_\_\_

Accountant \_\_\_\_\_ Ph \_\_\_\_\_

Solicitor \_\_\_\_\_ Ph \_\_\_\_\_

Previous Trading Name (If any) \_\_\_\_\_

Previous Address (If less than 1 year) \_\_\_\_\_

## TRADE REFERENCES:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LIMITED LIABILITY COMPANIES ONLY:

Town of Registry \_\_\_\_\_

Issued Capital \_\_\_\_\_

Name Of Chief Executive \_\_\_\_\_

Registered Office \_\_\_\_\_

Charges Registered \$ \_\_\_\_\_

## NAMES OF DIRECTORS, PARTNERS & COMPANY SECRETARY

Full Name	Address	Phone No.
Company Share		
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

I/We, (full name), hereby apply to open a monthly credit account with Best Doors limited. I/we confirm that I/we have the authority to bind the Customer named above and that all the information supplied on this form is true and correct. I/we confirm that I/we have read and understood the conditions of sale as set out in this application form and agree that all purchases will be made on the basis of those conditions.

I/we authorise any person or company to provide you wish such information as you may require in response to your credit enquiries or your provision of credit to me. I/we authorise you to furnish to any third party details of this application and any subsequent dealings that I may have with you as a result of this application being actioned by you, and to use for any lawful purpose connected with your business any information which I or any third party may provide to you.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

SIGNED \_\_\_\_\_ witnessed by \_\_\_\_\_

Full Name \_\_\_\_\_ Full Name \_\_\_\_\_

Position \_\_\_\_\_ Address \_\_\_\_\_

We advise that under the Privacy Act you have certain rights of access to and correction of personal Information held by us.

# Personal Guarantee

(To be completed by companies with Paid-up Capital of less than \$20,000)

To: BEST DOORS LTD

I/WE (Personal  
Name) \_\_\_\_\_

of  
(Address) \_\_\_\_\_

—

In Consideration of your supplying and at my request agreeing to continue to supply materials and other goods and services and to make

advances to (Company Name) \_\_\_\_\_  
(herein referred to as "the principal debtor")(which you have done) DO HEREBY GUARANTEE to you the due and punctual payment therefore and the payment of all moneys and obligations now due or to become due by the principal debtor and agree to be answerable and liable to you therefore AND the following provisions shall be applicable to this guarantee:

1. THIS guarantee is a continuing guarantee.
2. NO granting of credit extension of former credit or granting of time to the principal debtor and no waiver indulgence or neglect to sue on your part nor the release of any securities held by you nor the winding up or bankruptcy of the principal debtor shall affect my liability to you hereunder and as between you and me I shall be deemed to be a principal debtor and shall be liable to you accordingly.
3. THIS guarantee shall continue in force notwithstanding that the principal debtor's account with you may from time to time be in credit.
4. WITHIN seven (7) days from my receipt of notice in writing of any default on the part of the principal debtor I shall make payment to you of all sums in respect of which such default has been made.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20

SIGNED by the said (GUARANTORS) \_\_\_\_\_ in the presence of:(WITNESS)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_