

# Customer Account Application



*The world's most durable outdoor clothing*

Swazi Apparel Ltd  
PO Box 567  
Levin

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email: admin@swazi.co.nz  
www.swazi.co.nz

Full name of applicant: \_\_\_\_\_

Trading as: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Estimated Credit Required \$ \_\_\_\_\_

Tick: ☐ Sole Trader ☐ Partnership ☐ Body Corporate ☐ Limited Company

Directors: 1) \_\_\_\_\_ 2) \_\_\_\_\_

Business Industry Classification \_\_\_\_\_

☐ I agree that from time to time, Swazi may send me information on new garments or fabric technology and developments specific to my industry.

To help with our Market research, please let us know how you heard about Swazi Products

\_\_\_\_\_

Email for Invoices \_\_\_\_\_

Postal Address: \_\_\_\_\_ Delivery Address: \_\_\_\_\_

\_\_\_\_\_

Trade References: 1. \_\_\_\_\_ Phone: \_\_\_\_\_

2. \_\_\_\_\_ Phone: \_\_\_\_\_

3. \_\_\_\_\_ Phone: \_\_\_\_\_

- If payment is not made on the due date, the customer shall pay interest at 4% per month on the balance of the invoice outstanding from the due date of the payment to the date on which the amount is paid. All costs incurred in the recovery of unpaid accounts shall be the responsibility of the customer.
- I/We hereby irrevocably authorise any company or person to provide you with such information you may require in response to your credit enquires.

Signed by applicant: \_\_\_\_\_

Date: \_\_\_\_\_

## Office use only:

Account Approved? Yes ☐

No ☐

Date: \_\_\_\_\_

A/C No. \_\_\_\_\_

Credit Limit \$ \_\_\_\_\_

Signed: \_\_\_\_\_

## TERMS AND CONDITIONS OF TRADE

### 1. Terms

*You or your means* the purchaser of goods from us and also includes anyone who has personally guaranteed your obligations. *We or us* means Swazi Apparel Limited. *Anyone* means any corporation, association, firm, company, partnership or individual. *Goods* means any products, equipment or other items purchased by you from us. *Contract* means the contract between you and us for the supply of goods by us for purchase by you. *Delivery* means when we transfer the goods from us to you by whatever means and is effected when you take physical possession of them. *Price* means the price charged by us for the goods at the time of sending the goods to you, whether we send them to you in one shipment or separately, and whether or not it is the price in any price list you have. *Research and Development* means any work incidental to and undertaken for the purpose of creating a new garment specific to your requirements, including but not limited to researching your operational needs, designing, identifying and sourcing suitable material and prototype garment construction and monitoring garment performance in the field.

*Terms* means these terms and conditions and any other parts of the contract.

### 2. The Contract between us

2.1 A contract exists when you order and we agree to supply you with goods or when you request us to undertake Research and Development on your behalf.

2.2 These Terms apply to any contract between you and us for the supply of goods unless you and we agree in writing to change them.

2.3 We reserve the right to decide which goods we will supply to you from time to time.

### 3. When do you have to pay?

3.1 Credit Account – payment in full is due by the 20<sup>th</sup> of the month following invoice you unless we determine that a deposit is required.

Credit Card or Prepay – as directed by us and prior to dispatch of goods.

3.2 If you do not pay us the money when it is due, you must pay us interest on the money you owe us from the due date until you do pay it, at a rate of 4% per month on the balance of the amount outstanding. Your promise to pay us interest under this paragraph does not affect any other rights we may have if you do not pay.

3.3 If you owe us any other money under the contract you must pay that money by the same day.

3.4 If we ask for a deposit against the purchase price we may withhold supply of the goods to you until the deposit is paid on the day we specify.

3.5 You will pay all of the money you owe us at the time it is due without deducting any monies we might owe you.

### 4. Our promise of quality

4.1 We will repair or replace any goods which are defective in materials or workmanship as soon as reasonably possible after you advise us of the defect.

We will not accept any claim if you have attempted to have the goods repaired by anyone not authorised by us or if the goods have been modified, incorrectly stored, misused or not maintained according to our directions. All claims must be notified to us in writing within fourteen (14) days of receiving the goods.

4.1 These terms do not override the terms of the Consumers Guarantee Act 1993 if that Act applies to the contract between you and us, and these terms will be replaced by the Act if it applies.

### 5. How will we deliver the goods?

5.1 We will deliver the goods to your premises but we may charge you for delivery. If you do not accept delivery of the goods or say that you will not accept them these terms will apply as if they had been delivered.

5.2 We may deliver the goods in separate instalments. If this happens each instalment is a separate contract, but under the same terms. If we do not deliver one or all of the instalments or have a faulty delivery you are still bound by these terms in respect of other deliveries.

### 6. Who bears the risk of the goods?

6.1 You will bear the loss, damage or deterioration (which we will call "damage") which may affect any goods after they are delivered to you (or someone else at your request) and you will be responsible for insuring the goods as soon as you take possession of them.

6.2 This clause overrides any other claim about delivery.

### 7. Who owns the goods?

7.1 We own the goods. We retain the legal and beneficial ownership of the goods in every way until you have paid for all the goods and any other money you may owe us.

7.2 You may sell the goods unless we tell you not to. You may sell the goods even if we still own them and even though you may owe us any money, but only in the normal course of business.

7.3 If you do sell them in that situation: (a) you do so as our agent or bailee but in so far as the contract between you and the purchaser from you is concerned, you sell as the principal seller and not as our agent; and,

(b) you transfer to us all your rights to:

(i) Recover any goods or any money you are owed from the purchaser; and

(ii) Act on your behalf in making any claim which you may make under any insurance policy where any goods have been damaged.

We will pay to you any money we receive extra to the money you owe us, but deducting any money we spend directly in taking such action.

If you receive money from anyone else as a result of our recovery action you will pay it to us or you agree to hold it in trust for us.

7.4 If we believe that your credit is unsatisfactory then we may withdraw your authority to sell goods. You must not sell any more goods after receiving such a written notice from us or receiving notice that we intend to repossess our goods from you.

7.5 Until you sell the goods to a purchaser, you must:

(a) Clearly identify and mark the goods as our property and store them in a way that identifies them as our property, and

(b) Keep good records of where each item is stored at any time and our ownership of the goods.

If there is any doubt or argument about whether goods you hold are ours or yours, we have the right to determine who owns them.

7.6 If you sell the goods to a purchaser without having paid for our goods, then you agree to hold any monies you receive in trust for us and to keep those monies separate from your monies and to pay those monies to us.

### 8. Repossession of the goods:

8.1 We may repossess any goods that you have not paid for and may then exercise our rights as owner of the goods or as an unpaid seller or any other rights we may have.

8.2 You give us permission to enter any premises to inspect any goods which we still own and you will pay any costs which we incur in removing the goods or any other money incurred by us in settling or arguing any claim as a result of our entering any premises to remove the goods.

8.3 If the goods have been damaged by the time we recover them, you will compensate us by paying for the repair of, damage or loss in value of the goods in the meantime.

8.4 You acknowledge that these terms create a Security Interest in the goods as defined in the Personal Property Securities Act 1999 ("PPSA") and that we may register and perfect our Security Interest. You will at our request promptly execute any documents, provide all necessary information and do anything else required by us to ensure that the Security Interest constitutes a Perfected Security Interest (as that term is defined in the PPSA) including executing any variations to this Agreement reasonably requested by us.

8.5 You agree that if, at any relevant time, we do not at that time have priority over all other secured parties in relation to any goods, then you and we will, for the purposes of Section 109(1) of the PPSA be deemed to have contracted out of that section but specifically on the basis that Section 109(1) is reinstated and contracted back into these terms (but amended only by the deletion of the words "with priority over all other secured parties").

8.6 You agree that nothing in Sections 114(1)(a), 116, 117, 119, 120(2), 121, 125, 129 to 134 inclusive of the PPSA will apply to these terms and that where we have rights in addition to those under Part 9 of the PPSA, that those rights shall continue to apply.

### 9. What is our liability for other events?

9.1 We will not be liable to you for any delay or failure to supply the goods or any loss of profits or any consequential indirect or special loss, damage or injury of any kind which you suffer or which may arise directly or indirectly from any breach of our obligations arising under or in connection with the contract or any cancellation of the contract or any negligence on our part, or that of our servants, agents or contractors.

9.2 However, if we are found to be liable in any way for any loss, damage or injury arising from any breach of our obligations arising under or in connection with the contract, or from any cancellation of the contract, or from any negligence on our part or the part of our servants, agents or contractors, our total liability will not exceed the contract price. This clause does not affect the other terms regarding the risk of the goods.

- 10. These terms retain maximum effect:**
- 10.1 If any part of these terms or the contract is found to be illegal, invalid, or legally unenforceable, you and we agree that those parts will be deleted from these terms as if they had never been agreed. If this happens you and we agree to do anything which is reasonable and necessary to carry out these terms as originally intended. You and we agree that we will amend this agreement if it is necessary to carry out this clause.
- 10.2 If we choose to exercise any rights under any parts of these terms, we may still exercise any other rights we have to take any other action.
- 10.3 If we choose not to exercise any rights under these terms that will not stop us from exercising those rights in the future whether for the same breach by you or for a new breach.
- 10.4 If any contract between you and us for the supply of goods is terminated for any reason, the rights which you or we may have to require any payment of money or perform any service or undertake any procedure which has accrued before cancellation will continue (except where that right is actually cancelled), and any interest which is payable will continue to accrue as if termination had not occurred.
- 11. Right to open and close accounts:**
- 11.1 We may terminate any contract we have to supply goods to you at any time unless we agree differently.
- 11.2 Our supply of any goods to you under these terms or any other terms does not affect our right to terminate any other arrangement for supply which we have with you, unless we agree differently.
- 12. Research and development**
- 12.1 This clause applies if we agree to undertake research and development for you.
- 12.2 We may require a deposit prior to commencing research and development for you. If a deposit is required we will discuss and agree this with you in advance.
- 12.3 You will own any fabric which is used to make your garments and which is excess to our requirements. Our price will include the cost of that fabric.
- 12.4 Notwithstanding that you own that fabric, we may agree to store it on your behalf. If we do, then you agree that we act as your baillee only and that we will not be liable to you in any way (including negligence) for any loss or damage to the fabric or to your goods.