



The Print Room New Zealand Limited  
 3 Hermond Street  
 Glenross  
 Dunedin 9011  
 New Zealand  
 Ph: 03 425 9694  
 theprintroom.nz

**APPLICATION FOR CREDIT**

Customer Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Invoice Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Email your statement? Yes No

Contact Name (orders): \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name (accounts): \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Business: Sole Trader / Partnership / Private Individual / Limited Liability (Circle Applicable)

Company Registration Number: \_\_\_\_\_ No. of Years in Business: \_\_\_\_\_ Paid up Capital: \_\_\_\_\_

Name, Address and Telephone Number of Partner(s) / Proprietor / Directors/ Shareholders:

a) \_\_\_\_\_ Phone: \_\_\_\_\_

b) \_\_\_\_\_ Phone: \_\_\_\_\_

Name and Phone number of Trade References:

a) \_\_\_\_\_ Phone: \_\_\_\_\_

b) \_\_\_\_\_ Phone: \_\_\_\_\_

c) \_\_\_\_\_ Phone: \_\_\_\_\_

Accountant: \_\_\_\_\_ Address: \_\_\_\_\_

Solicitor: \_\_\_\_\_ Address: \_\_\_\_\_

Bank: \_\_\_\_\_ Address: \_\_\_\_\_

Credit Limit Requested:\$ \_\_\_\_\_ Estimated Monthly Spend: \$ \_\_\_\_\_

As part of this Application for Credit I the undersigned agree to be bound by the " The Print Room New Zealand Ltd General Terms and Conditions of Trading (Sept 2016)" on Page 2 attached for all contracts between ourselves and The Print Room New Zealand Ltd.

Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

**GUARANTEE TO BE COMPLETED FOR LIMITED LIABILITY COMPANIES**

I/We in consideration of The Print Room New Zealand Limited agree to supply

(Customers Name/Address)

with goods on credit hereby jointly and severally agree with the supplier as follows:

a) I/We hereby guarantee the due performance of the terms and conditions above appearing by the Customer and I/we hereby guarantee to you the payment of any monies advanced by way of credit to:

(Customers name)

b) This deed shall be a continuing guarantee to the supplier for all debts whatsoever and whensoever contracted by the Customer with The Print Room New Zealand Limited in respect of the goods supplied to it.

c) The Print Room New Zealand Limited shall be at liberty without notice to me/us at anytime and without in anyway discharging me/us from any liability hereunder to grant time or other indulgence to the said customer and to accept payment from it in cash or by other means of negotiable instruments and to treat me/us in all respects as though I/we were jointly and severally liable with it to The Print Room New Zealand Limited instead of being merely surety for it.

Signed on behalf of the Customer: \_\_\_\_\_

Position held: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Witnesses Signature: \_\_\_\_\_

Witnesses Address: \_\_\_\_\_

Witnesses Occupation: \_\_\_\_\_

## THE PRINT ROOM LIMITED GENERAL TERMS AND CONDITIONS OF TRADING (Sept 2016)

### Acceptance:

All orders are subject to acceptance and confirmation of The Print Room New Zealand Limited, 3 Hermond Street, Glenross, Dunedin, 9011.

### Cancellation:

No orders may be cancelled by the customer following confirmation and acceptance by The Print Room New Zealand Limited.

**Prices:**  
Orders will only be accepted on the basis that the prices are subject to variation with notice and that the price ruling at the date of delivery shall be payable.

### Goods and Services Tax:

Prices are stated net of any applicable goods and services tax, which tax the customer will pay on supply, together with any such taxes payable on any other charges hereunder.

### Payment Terms:

Payments are to be made by 20th of the month following invoice.

Minimum Purchase Requirement: There is no minimum monthly spend with account customers of The print Room New Zealand.

### Overdue Accounts:

- a) The Print Room New Zealand Limited may charge and recover interest on overdue accounts at the rate of 2% per month, or part thereof, from date of invoice.
- b) The Print Room New Zealand Limited reserves the right to recover all costs incurred in the recovery of outstanding debts from the purchaser.
- c) The Print Room New Zealand Limited shall be entitled to cancel deliveries due under this or any other order when payments are overdue, and the customer shall indemnify The Print Room New Zealand Limited for any losses suffered by reason of any cancellation.

### Delivery:

- a) Costs of delivery will be charged to the purchaser.
- b) Deliveries will be made against orders in accordance with confirmations until order filled.
- c) Deliveries may be subject to delays caused by strike, fire accident, transport delays, or any other situations beyond the control The Print Room New Zealand Limited.
- d) Delivery times on orders are estimates only, and The Print Room New Zealand Limited shall have no liability to the customer for any losses whatsoever which shall arise by reasons of delays in deliveries however caused.

### Damages or Delivery Claims:

- a) All claims for damage or adjustments for short or incorrect delivery must be advised in writing to The Print Room New Zealand Limited within 7 days of receipt of the goods.
- b) All claims to be supported by packing note, delivery docket, invoice and order numbers.
- c) Claims shall not be allowed unless accompanied by full and correct documentation.
- d) Payments due on invoice may not be withheld pending adjustments or settlement of any outstanding claims.

### Defective Goods:

- a) Where defective goods have been supplied, The Print Room New Zealand Limited will at its sole discretion either replace such goods or allow an appropriate credit not exceeding the costs of those goods to The Print Room New Zealand Limited.
- b) Shade matching and design reproduction will be within normally accepted commercial tolerances.
- c) The Print Room New Zealand Limited has no liability for any consequential losses howsoever arising.
- d) The Print Room New Zealand Limited has no liability once goods have been cut, altered, printed, relabeled or worked on in any way, shape or form.

### Title and Security (Personal Property Securities Act 1999)

- a) The risk in the goods supplied by The Print Room New Zealand Limited to the customer shall pass to the customer immediately the goods leave The Print Room New Zealand Limited premises but ownership in them shall not pass to the customer until the customer has discharged the full amount due in respect of the purchase.
- b) Until payment has been made of the full amount due in respect of the purchase, the customer acknowledges and agrees that:
  - i) Until the customer has paid for the goods supplied hereunder the relationship of the customer to The Print Room New Zealand Limited shall be fiduciary in respect of the goods.
  - ii) The customer shall store the goods supplied in a way that it is clear that they are the property of The Print Room New Zealand Limited.
  - iii) The customer hereby irrevocably gives The Print Room New Zealand Limited, its agents and servants, leave and license without the necessity of giving any notice to enter on and into any premises occupied by the customer to search for and remove any of the goods supplied by, or in which The Print Room New Zealand Limited has ownership as aforesaid without in anyway being liable to the customer or any person or company claiming through the customer.
  - iv) If the goods have been resold by the customer prior to payment of the full amount due in respect of the purchase of the goods from The Print Room New Zealand Limited then the proceeds of such resale shall be the property of The Print Room New Zealand Limited but for an amount no more than such purchase price.
- c) Forthwith upon any of the following events occurring, namely:
  - i) If a receiver or receiver and manager is appointed of any part of the assets or undertaking of the customer; or
  - ii) If any order is made or resolution passed for winding up or dissolution of the customer; or
  - iii) If the customer is placed under official management; or
  - iv) If the customer becomes insolvent or bankrupt or commits an act of insolvency; or
  - v) If distress or execution is levied against the goods or chattels of the customer;

The Print Room New Zealand Limited shall have the immediate right to retake and resume possession of goods on account of non-payment in full of the purchase price has not been made and may exercise that right not with standing that the due date of payment for such goods has not then arrived.

d) In the event that The Print Room New Zealand Limited resumes possession of the goods on account of non-payment the customer shall be liable for all costs and expenses associated with such resumption and for any losses arising upon resale or otherwise incurred or suffered by The Print Room New Zealand Limited howsoever arising.

e) Payments received may be accepted and applied by The Print Room New Zealand Limited in respect of any indebtedness of the customer as The Print Room New Zealand Limited shall think fit and The Print Room New Zealand Limited shall not be bound by any conditions or qualifications attaching to such payments.

f) The customer acknowledges that they grant a security interest for the purposes of section 36(b) of the Personal Property Securities Act in all present and after acquired goods supplied by the seller as security for all the customer's obligations to the seller.

### Notices:

All notices or advices shall be sent to the customer at its last known business address as advised to The Print Room New Zealand Limited.

### General:

It is expressly agreed and declared by The Print Room New Zealand Limited and the customer that all representations or terms (including any condition or term and whether expressed or implied by law or otherwise) not expressly included in these Terms and Condition are hereby excluded.

### Privacy Act 1993:

The customer irrevocably authorises any person or company to provide The Print Room New Zealand Limited with such information as The Print Room New Zealand Limited may require in response to The Print Room New Zealand Limited credit inquiries. The customer further authorises The Print Room New Zealand Limited to furnish to any third party, details of this application and any subsequent dealings that the customer may have with as a result of this application being actioned by The Print Room New Zealand Limited.