



14/9 Chonny Cres, Manurewa 2102

Po Box 76744, Manukau 2241

Email: sales@ippnz.co.nz

COMMERCIAL TRADE CREDIT APPLICATION

THIS AGREEMENT made the _____ day of _____ 20 _____

BETWEEN The Reuss Group ATF The Jormitkell Unit Trust T/as IPP NZ (129 375 736) of
14/9 Chonny Cres, Manurewa 2102 ("the Supplier") of the one part
AND _____

Of _____
("The Customer") of the other part

FIRST SCHEDULE

☐ COMPANY

☐ PARTNERSHIP/SOLE TRADER

☐ TRUSTEE COMPANY

Company Name			
Trading Name			
IRD			
Type of Business			
Date Commenced			
Business Address			
Postal Address			
Phone Number		Fax:	Email:
Web Address			
Credit Limit			

BANK DETAILS

Bank Name		
Bank BSB		
Bank Account No.		
Account Name		

DIRECTORS / PROPRIETORS

Name	
Address	
Phone Number	

Name	
Address	
Phone Number	

Name	
Address	
Phone Number	

ACCOUNT TERMS & CONDITIONS

The applicant(s) apply to IPP NZ for credit on the terms and conditions set out below

1. You warrant that all information given to us is true and correct.
2. You agree to notify us within 7 days of any change affecting your legal entity, structure, management or control.
3. You agree that our terms and conditions of sale as in force from time to time apply to the supply of goods by us to you to the exclusion of all other terms and conditions of sale or purchase and that any variation must be agreed by us in writing.
4. You acknowledge that we may:
 - (a) refuse your application for credit facilities;
 - (b) require you to trade on pre-paid terms for a probationary period of 12 months
 - (c) withdraw or vary credit facilities by trading division or otherwise at our absolute discretion without prior notice;
 - (d) withhold supply by trading division or otherwise irrespective of whether an order has been accepted or not if for any reason we determine in our absolute discretion that no further credit is to be extended to you.
5. You consent and agree that we may:
 - (a) obtain a credit report from credit reporting agencies or other credit providers for the purpose of assessing this and any other application which you may make for commercial credit;
 - (b) obtain information from any other credit providers from time to time for the purpose of reviewing and assessing your commercial credit worthiness;
 - (c) disclose to or discuss with any credit providers or any credit reporting agencies, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available to you, any information maintained or in our possession relating to your application and the administration of your credit facilities; and
 - (d) collect and use any personal information as defined in the Privacy Act 1988 ("the Act") for the purposes referred to in the IPP NZ Privacy Policy and in paragraphs 5. (a) to (c) above.
- 5.1 You acknowledge that the consents referred to in paragraphs 5. (a) to (d) above will continue to remain in full force and effect until all credit facilities cease to be made available to you by us.
- 5.2 IPP NZ is bound by the Act and the National Privacy Principles set out in the Act. A written policy outlining how IPP NZ manages personal information may be obtained from:
The Privacy Officer, IPP NZ, Po Box 76744, Manukau, 2102, E-mail: sales@ipp.co.nz .
6. This application is made to IPP (129 375 736) and its subsidiaries including any such further companies as may be owned by IPP NZ from time to time and whether trading under their own names or trading under any trading or business name.
7. The signatory warrants that where there is more than one applicant, or the applicant is a corporation that he or she is authorised to sign on behalf of all applicants or the corporation as appropriate.

DECLARATION & AUTHORITY

We declare that all of the above information give by us is true and that we have read and agreed to abide by IPP NZ Trading Terms and Conditions. We authorise IPP NZ to contact the Trade References and Bank listed above to discuss with them matters relevant to the establishment of an account with IPP NZ.

Name:	Signature	Date

TERMS AND CONDITIONS OF SALE

IPP NZ, shall only supply goods to you on the following terms and conditions unless we agree, in writing, to vary these terms and conditions.

1. Payment

- 1.1 All opening orders are strictly payment in advance
- 1.2 Credit terms are only extended to credit approved clients who have complied with our pre-payment probationary period of 3 months or clients who have established that they are able to abide to standard business practices from the references supplied. New Business will automatically be placed onto pre paid terms.
- 1.3 Payment for account orders are due and payable in full within 30 days from end of month of the date of the invoice.
- 1.4 Should you fail to pay your invoices by the due date then:
(a) in the event that payment is declined, you shall pay all our costs and expenses (including legal costs determined as between solicitor/own client and mercantile agents fees) which may be incurred in the recovery or attempted recovery of the overdue amounts from you.

2. Prices and Delivery

- 2.1 Our prices are subject to change without notice.
- 2.2 All Wholesale Prices exclude GST.
- 2.3 Whilst we shall use all reasonable endeavours to comply with your particular delivery requirements and order specifications, you will not be entitled to cancel the whole or part of your order or to claim compensation by reason of our failure to comply with your delivery requirements or minor variations to the goods as a result of changes to the manufacturing processes or specifications.
- 2.4 Transport of goods from our warehouse is the responsibility of the customer. Unless customers nominate a preferred Carrier, it will be assumed in the absence of specific directions from the customer that the customer consents to the goods being sent with either IPP NZ preferred Carrier or NZ Post, at the Consignee's expense, not including insurance coverage. If insurance is required, this needs to be advised at the time the order is placed. IPP NZ assumes no responsibility for the loss, damage or theft of goods, once they have been dispatched from our warehouse.

3. Retention of Ownership

- 3.1 You acknowledge that the ownership of goods delivered by us to you ("the goods") is only transferred to you when you have paid all sums owing to us on any account whatsoever and until such time we have the right to call for or recover the goods at our option (for which purpose our employees or agents may enter your premises) and you are obliged to deliver up the goods if so directed by us.
- 3.2 You agree to keep the goods in a fiduciary capacity for us until such time as ownership is transferred to you.
- 3.3 Notwithstanding the foregoing, you may sell the goods to a third party in the ordinary course of business.

4. Risk & Title

- 4.1 Risk in all IPP NZ supplied goods shall pass to the customer at the date of delivery, and the customer will insure and keep insured all goods that are at the customer's risk.
- 4.2 IPP NZ shall retain legal and equitable title to all goods supplied by it to the customer until IPP NZ has received payment in full of all monies due to IPP NZ in connection with the supply of any and all goods by IPP NZ to the customer.
- 4.3 If any of the goods supplied by IPP NZ are incorporated into or attached to or mixed with other goods then title to the composite goods shall vest in or be retained by IPP NZ until IPP has received payment in full of all moneys due to IPP NZ in connection with the supply of any and all goods by IPP NZ to the customer.
- 4.4 The customer shall store all goods supplied by IPP NZ and any composite goods as referred to in the previous clause in such a way that they are clearly identifiable as the property of IPP NZ.
- 4.5 At any time if payment for any goods supplied by it to the customer is outstanding, IPP NZ is entitled to retake possession of any and all goods supplied by it (whether composite as aforesaid or not) and to enter into any premises where such goods are stored without notice for this purpose and without being guilty of any manner of trespass.
- 4.6 Until such time as IPP NZ receives payment in full for all goods supplied by it to the customer, if the customer receives any payment in respect of such goods that payment shall be held by the customer as agent for IPP NZ and shall immediately be paid to IPP NZ or held in trust by the customer for IPP NZ.

5. Claims & Return of Goods

- 5.1 Any claims by you for short delivery must be made within 7 days of the delivery.
- 5.2 Any other claims for adjustment to any invoice for any reason whatsoever must be made in writing within 30 days of delivery. We will not accept returns for credit without prior authorisation.
- 5.3 Any goods which you return for credit will only be accepted if they are in the original packaging, in pristine order and condition and accompanied by documentation showing:
- your name, address and account number
 - our invoice number
 - reason for return
 - our authorisation number
- 5.4 If we authorise the return of goods, the goods must be carried by our nominated carrier, freight pre-paid.

6. Withholding supply

- 6.1 We reserve the right, irrespective of whether or not an order has been accepted and without notice to you, to withhold supply to you and we will not be liable for loss or damage resulting directly or indirectly from such action where:
- (a) we have insufficient goods to fulfil the order;
 - (b) the goods ordered have been discontinued; or
 - (c) we have determined, in our absolute discretion, that credit should no longer be extended to you

7. Force Majeure

- 7.1 IPP NZ shall not be liable for failure to perform its obligations if the failure arises from circumstances beyond its reasonable control, including but not limited to, fire, explosion, strikes, lock-outs or any other industrial disputes, failure or refusal of its supplier to supply the goods, inclement weather, acts of God or Governmental action. In no such event shall the Purchaser be entitled to damages of any kind for late performance or failure to perform.

8. Modifications to Labels

- 8.1 You may not, without our written consent, alter, remove or obliterate any labels which we attach to the goods.

9. Limitation of Liability

- 9.1 We exclude all statutory or implied conditions and warranties to the extent permitted by law.
- 9.2 To the extent permitted by law, we limit our liability under any condition or warranty which cannot legally be excluded to:
- (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of the goods;
 - (c) the payment of the costs of replacing the goods or of acquiring equivalent goods; or
 - (d) the payment of the costs of having the goods repaired.

10. Governing Law

- 10.1 The laws of the State of Queensland govern our trading.
- 10.2 You agree with us to submit to the non-exclusive jurisdiction of the Courts of Queensland and the Federal Court of Australia and agree that any legal proceedings may be heard in those Courts.

11. Clerical Errors

- 11.1 We reserve the right to correct clerical errors without notification.

Declaration

We hereby acknowledge that we have read and agree to abide by IPP NZ Terms and Conditions of Sale.

Name:	Signature:	Date:

