

Account Application Form

Please ensure all sections are completed and checked, before returning form.

Company Details:			
Legal Name (the Customer):			
Trading Name (if different):			
Business Number:			
Postal Address:			
Delivery Address:			
Phone:			
Email:			
Company Type (Circle)	Sole Trader	Partnership	Company
Accounts Payable Name:			
Accounts Payable Phone:		Email:	
Credit Card Details:			
Credit Card Number:			
Name On Card:			T
Expiry:		CVV:	
Owner/Director Details:			
Name:			
Address:			
Phone:		Email:	
Name:		Lillall.	
Address:	_		
		F4	
Phone:		Email:	
Person Acting on Behalf of the	Company:		
Name:	pm-, -		
Phone:		Mobile:	
Email:			
Lindii.			
Frade References:			
Reference 1:			
Phone:		Mobile:	
Email:		moono.	
Reference 2:			
Phone:		Mobile:	
Email:			

Terms of Trade

The customer agrees that all trading with Giftbox Boutique NZ Limited (GBNL) will be on the terms set out below:

1. Price and Payment

- 1.1 Orders will be charged at the prices prevailing at the date of delivery of the Goods.
- 1.2 Payment for all goods will be made on the date specified on the invoice. If no payment date is specified, then payment is due on the 20th of the month following the date of invoice. GBNL may require payment of a deposit.
- 1.3 Interest is payable on overdue accounts at the rate of 2% per month on the amount outstanding until it is paid in full. GBNL may also charge an administration fee of \$20 on overdue accounts.
- 1.4 The Customer may pay by credit card or direct credit via bank. Where payment is not received by GBNL within 10 working days of the due date for payment, GBNL is irrevocably authorised by the Customer to debit the Customer's credit card (details which are set out above) with the full amount owing plus a surcharge in the amount of 3% of the total charge.
- 1.5 All costs of, or incurred by GBNL as a result of a default by the Customer of its obligations under these terms, shall be paid by the Customer, including but not limited to debt collection costs and legal costs on a solicitor client basis.

2. Risk and Ownership

- 2.1 Risk passes to the Customer on delivery.
- 2.2 GBNL retains ownership of all goods supplied by GBNL until it receives payment in full of all amounts owing by the Customer. The Customer acknowledges that these terms grant GBNL a security interest (as that term is defined in the Personal Property Securities Act 1999 (PPSA)) in respect of the goods and any proceeds of the sale of those goods and that GBNL may register a financing statement in respect of the security interest.
- 2.3 If (but only to the extent that) Part 9 of the PPSA applies GBNL 's security interest, then, to the fullest extent possible, the Customer and GBNL agree to contract out of all of the sections referred to in section 107(1) of the PPSA, and all of the Customer's rights referred to in section 107(2) of the PPSA; and the Customer's right to receive a copy of the verification statement under section 148 of the PPSA.
- 2.4 The Customer shall keep the goods separate from other goods and readily identifiable as belonging to GBNL.
- 2.5 GBNL shall be entitled to enter the Customer's premises to recover any goods and shall not be liable for any damage caused during such recovery.

3. Warranties (these are subject to any legislative or legal requirements which are unable to be contracted out of)

- 3.1. GBNL gives no warranties or representations in relation to the goods (other than those required by law).
- 3.2. If a business customer then the Customer acknowledges it is acquiring the goods for business purposes and the provisions of the Consumer Guarantees Act 1993 are excluded in those circumstances.
- 3.3. Where any goods are defective, GBNL will replace or provide a credit (at GBNL's discretion).
- 3.4. The Customer is not entitled to cancel any order or return any goods once ordered.

4. Limitation of Liability

4.1. Subject to any legislative or legal requirements which cannot be contracted out of GBNL's total liability to the Customer, howsoever arising, is limited to the value of the order the subject of the claim.

5. Information and Privacy

5.1. The Customer authorises GBNL to make credit enquires about the Customer of any third party and to hold, collect and use information about the Customer for the purposes of assessing the Customer's credit worthiness, enforcing any rights against the Customer, marketing GBNL's products and services and to supply that information to any credit reporting agency or to any person to facilitate collection of debts from the Customer. The Customer can seek correction of any information held at any time.

6. Terms and Conditions of Trade - Goods

6.1 The Customer also acknowledges and accepts that the "Terms and Conditions of Trade - Goods" that are published by GBNL as its standard current "Terms and Conditions of Trade - Goods" also apply to the Customer. The Customer confirms that on signing this form the Customer has accepted GBNL's "Terms & Conditions of Trade - Goods". If there is any inconsistency between these "Terms of Trade (if credit account is opened)" and GBNL's "Terms and Conditions of Trade - Goods" then it is agreed that the inconsistent condition in these "Terms of Trade (if credit account is opened)" shall prevail.

Initial:	

GIFTBOX BOUTIQUE NZ LIMITED corporate@giftboxboutique.co.nz o800 GIFT BOX (443 8269)

Date:

To Gi	: ftbox Boutique NZ Limited						
In	consideration of you at my re	equest agreeing to supply (insert Comp		ls and/or Services ("Goods") from time			
	time for the purposes of its b Guarantor and Principal Deb	ousiness I, (insert your full legal name) _ tor (the "Guarantor") herby:					
1.	become due and payable b performance by the Custom	ly guarantee to you the due and punctual payment by the Customer of all moneys as and when the same shall and payable by the Customer to you in respect of the purchase price of the Goods and the due observance and by the Customer of all its obligations in respect of any agreements relating to the Goods.					
2.	2.1. The granting of time, of	d or affected by any of the following. v rights that you may have against the					
	 2.3. Any alteration, modification, variation, or addition to any agreement relating to the supply of the Goods. 2.4. Any other act, event or omission which but for this clause might operate to discharge, impair or otherwise affect this guarantee and my obligations contained in this guarantee or any of the rights, powers or remedies conferred upon you by this guarantee or by law. 						
3.	This guarantee shall be a continuing guarantee and shall remain in full force and effect until the Customer has paid you all moneys due in respect of the Goods or I have given written notice to terminate any future liability under this guarantee. If such notice has been given, I shall be under no liability in respect of any Goods which may be delivered to the Customer after the said notice has been given.						
4.5.6.	Payment pursuant to this Gr I agree to waive any rights of until the Customer has paid I accept Giftbox Boutique N	nis Guarantee will be made immediately upon demand in writing by you. ghts of subrogation in respect of any security held by you in respect of the Customer's obligations to you paid all moneys due to you in respect of the Goods. que NZ Limited ' "Terms and Conditions of Trade - Goods" and also "Terms of Trade (if credit account is					
7.	opened)". I further accept full liability for any costs incurred by you including, without limitation and by way of example any debt collection costs as well as any legal costs (such as between solicitor and client) in recovering any payment that is owing by the Customer as per the conditions above.						
Ex	ecuted as a Deed this	day of	·	20			
(Guarantor Name:		Signed by (Guarantor):				
as	Guarantor in the presence of	: (Guarantor cannot be a witness)					
٧	Vitness Name:		Witness Occupation:				
	Vitness Address (not PO			1			

Witness Signature: