



Trade Direct Wholesale (NZ)  
 National Support Centre  
 79 Orbell Street, Sydenham  
 Christchurch  
 P: 0508 839 839

## APPLICATION FOR CREDIT ACCOUNT

### Section 1 – Company / Personal Details

Sole Trader  Partnership  Limited Company  Trust  Other  \_\_\_\_\_

(Please Tick)

Trading Name / Full Name: \_\_\_\_\_

Legal Name: \_\_\_\_\_

Company Registered Number: \_\_\_\_\_

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

Drivers License Number \_\_\_\_\_ A digital or printed copy of your driver's license of photo identification **MUST** be provided with this application.

Credit Amount Required: \$ \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

### Section 2 – Details of Director/s

1. Full Name: \_\_\_\_\_ 2. Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

Mobile: \_\_\_\_\_ Mobile: \_\_\_\_\_

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

### Section 3 – Details of Accounts / Administration

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

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bank & Branch: \_\_\_\_\_ Bank Account Number: \_\_\_\_\_

We use bank account numbers within our accounting system to manage rules in the allocation of payments. We will not use bank account details / numbers for any other purpose.

### Section 4 – Trade References

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

P: \_\_\_\_\_ P: \_\_\_\_\_ P: \_\_\_\_\_

E: \_\_\_\_\_ E: \_\_\_\_\_ E: \_\_\_\_\_

Please name three references that we can contact as part of our reference checking process. TradeMax, R&S Trade, Placemakers, Dulux and WattyI can NOT be used as references.

### Section 5 – Certification / Signature

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1993) I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE of Trade Direct Wholesale® which from part of this credit application and agree to be bound by these conditions.

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

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



## GENERAL TERMS AND CONDITIONS OF TRADE

- 1. Definitions**
- 1.1. "Seller" shall mean any business trading under the brand Trade Direct Wholesale® and its successors and assigns.
- 1.2. "Trade Direct Wholesale®" shall mean any New Zealand Limited Liability Company trading under the name Trade Direct Wholesale® and/or Drywall Direct Wholesale®.
- 1.3. "Buyer" shall mean the Buyer or any person acting on behalf of and with the authority of the buyer
- 1.4. "Guarantor" shall mean the person detailed under "Section 5 - Certification / Signature" and signed there under
- 1.5. "Goods" shall have the same meaning as section 2 of the Sales of Goods Act 1908 and are goods supplied by the Seller to the Buyer (and where the context so permits shall include and supply of Services as hereinafter defined)
- 1.6. "Services" shall mean all services supplied by the Seller to the Buyer and includes and advice or recommendations (and where the context so permits shall include and supply of Goods as defined above)
- 1.7. "Price" shall mean the cost of Goods as agreed between the Seller and the Buyer subject to clause 4 of this contract
- 2. Acceptance**
- 2.1. Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyers acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- 2.2. Upon acceptance of these terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller
- 3. Personal Guarantee**
- 3.1. The guarantor acknowledges that they are aware of all provision of this application and the terms upon which credit is to be provided to the above applicant (Customer) and in consideration of Trade Direct Wholesale® providing goods for the customer, at the customers request, unconditional and irrevocably guarantee to Trade Direct Wholesale® the due and proper performance of the Customer of all its obligations to Trade Direct Wholesale® (in accordance with Trade Direct Wholesale® Terms and Conditions, as amended from time to time). This guarantee is a continuing guarantee. If this guarantee has been executed by more than one party as guarantor then the liability shall be joint and several. Personal Guarantee.
- 4. Goods / Services**
- 4.1. The Goods and/or Services are as described on the invoices, quotations, work authorisations or and other work commencement forms as provided by the Seller to the Buyer
- 5. Price and Payment**
- 5.1. At the Sellers sole discretion the Price shall be either:
- a) as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
- b) Sellers quoted Price which shall be binding upon the Seller provided that the buyer shall accept in writing the Sellers quotation within thirty (30) days.
- 5.2. The Seller may by giving notice to the Buyer (verbally or otherwise) at any time before the delivery increase the Price of the Goods to reflect any variation from the plan of scheduled works, specifications or freight beyond the reasonable control of the Seller which increase the cost of the Goods/Services by more than 10% of the quoted Price. This may include but is not limited to price increases due to pandemic related freight and/or raw material increases.
- 5.3. Unless otherwise agreed by the Seller all freight, packaging and despatch charges on invoices are the responsibility of the Buyer and for which the Buyer will be charged.
- 5.4. At the Sellers sole discretion, payment for approved Buyers shall be due on the 20<sup>th</sup> of the month following invoice of goods / services.
- a) Any overdue accounts may incur additional administration fees totalling 1% per month on the total overdue balance.
- 5.5. Payment will be made by direct credit or debit as agreed to between the Buyer and the Seller.
- 5.6. All Prices given by the Seller exclude GST and other taxes / duties that may be applicable.
- 6. Delivery of Goods**
- 6.1. Delivery of the Goods shall be made to the Buyers address. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2. Delivery of the goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.
- 6.3. The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated
- 6.4. The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all
- 7. Risk**
- 7.1. If the Seller retains title of the Goods nonetheless all risk for the Goods passes to the Buyer on delivery
- 8. Defects/Returns**
- 8.1. The Buyer shall inspect the goods on delivery and shall within Forty-eight (48) hours of delivery notify the Seller of any alleged defect, shortage in quantity or damage. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with the provisions the Goods shall be conclusively presumed to be in accordance with the terms and conditions, free from and defect or damage.
- 8.2. For defective goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Sellers liability is limited to either (at the Sellers sole discretion) replace the Goods or repair the Goods (if suitable to do so) provided that:
- a) The buyer has complied with the provisions of clause 7.1
- b) The goods are returned to the Seller within fourteen (14) days of the delivery date
- c) The Seller will not be liable for Goods which have not been stored or used in a proper manner
- d) The Goods are returned in the condition they were delivered and with all packaging as is reasonably possible in the circumstances
- 9. Warranty**
- 9.1. For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The seller shall not be bound by nor responsible for any term, condition, representation, or warranty given by the manufacture of the Goods.
- 10. Default & Consequences of Default**
- 10.1. If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all of the Sellers costs and disbursements including on a solicitor and own client basis and in addition all of the Sellers nominees costs of collection
- 10.2. Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause
- 10.3. In the event that:
- a) Any money payable to the Seller becomes overdue, or in the Sellers opinion the Buyer will be unable to meet its payments as they fall due, or;
- b) The buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or;
- c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Seller's other remedies at law;
- i. the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and
- ii. all amounts owing to the Seller shall, whether or not due for payment, immediately become due and payable.
- 11. Title**
- 11.1. It is intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:
- a) The Buyer has paid all amounts owing for the particular goods, and;
- b) The Buyer has meet all other obligations due to the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, of proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met
- 11.2. Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Sellers ownership in respect of the Goods shall continue
- 11.3. It is further agreed that:
- a) Until such time as ownership of the Goods shall pass for Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership of any other interest in the goods shall cease
- b) If the Buyer fails to return the Goods to the Seller then the Sellers of the Sellers agent my enter upon and into land and premises owned, occupied or used by the Buyer, or and premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused
- 12. Security and Charge**
- 12.1. Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:
- a) Where the Buyer is the owner of land, realty, or any other asset capable of being charged, the buyer agrees to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Sellers nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer acknowledges and agrees that the Seller (or Sellers nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been meet
- b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer shall indemnify the Seller from and against all the Sellers costs and disbursements including legal costs on a solicitor and own Buyers basis
- c) To give effect to the provisions of clause [12.1 (a) to (b)] inclusive hereof the Buyer do hereby irrevocably nominate constitute and appoint the Seller or the Sellers nominee as the Buyer true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as the Seller and/or the Sellers nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Buyer in any land, realty or asset in favour of the Seller and in the Buyers name as may be necessary to secure the said Buyers obligations and indebtedness to the Seller and further to



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do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the sellers absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause

### 13. General Cancellation

13.1. The Seller may cancel these terms and conditions or cancel delivery of Goods and Services at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price of those Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

### 14. Special Orders

14.1. "Special Order" means goods ordered by the Buyer but not normally stocked by the Seller or goods stocked by the Seller but special ordered in volume at the Buyers request. An example of this could be a Container of Pre-Mixed Drywall Compound.

14.2. Special Order goods include but are not limited to, goods specifically ordered by the seller for the buyer from overseas.

14.3. The Buyer accepts that the Seller is acting as a purchasing agent in relation to the purchase of Special Order Goods and that it is the Buyers sole responsibility to ensure the quality, legal conformity and suitability of the goods ordered. The Seller will provide the Buyer with all information available to them to enable the Buyer to conduct due diligence prior to placing a formal order. Any information provided will be directly from the Sellers Supplier and / or Manufacturer and the Seller takes no responsibility as to its legitimacy. It is the Buyers sole responsibility to ensure they are happy with the goods ordered.

14.4. The Seller at its sole discretion may ask for special payment terms relating to the supply of a special order. This may include full payment up front, percentage deposits and/or reduced payment terms.

### 15. Cancelling a Special Order

15.1. Upon receipt of a formal order from the Buyer relating to the Special Order, the Seller will immediately place an order for Special Order Goods with its supplier/s or manufacturers.

15.2. The buyer accepts that once a formal Purchase Order has been received by the Seller from the Buyer for the Special Order Goods that the order cannot be cancelled or varied for any reason.

15.3. In the event of an agreed cancellation, any deposit or moneys paid by the Buyer will be forfeited.

### 16. Privacy Act 1993

16.1. The Buyer Authorises the Seller to:

- a) collect, retain and use any information about the Buyer, for the purpose of assessing the Buyers creditworthiness or marketing products and services
- b) to disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the buyer

16.2. Where the Buyer is a natural person the authorities under (clause 13.1) are authorities or consents for the purposes of the Privacy Act 1993

16.3. The Buyer shall have the right to request from the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller

### 17. Buyer's Disclaimer

17.1. The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Buyer acknowledges that he buys the Goods relying solely on his own skill and judgement

### 18. Consumers Guarantees Act 1993

18.1. This Agreement is subject to the provisions of the Consumers Guarantees Act 1993 in all cases except where the Buyer is contracting within the terms of a Trade/Business.

### 19. General

19.1. If any of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be effected prejudiced or impaired

19.2. All Goods and Services supplied by the Seller are supplied subjected to the laws of New Zealand and the Seller takes no responsibility for changes in the law the affects the Goods and Services supplied

19.3. The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions

19.4. In the even of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods

19.5. Neither party shall be liable for any default due to any act of God, Terrorism, war, strike, lock out, industrial action, flood, storm or other event beyond the reasonable control of either party

19.6. The Buyer shall not set off against the Price amounts due from the Seller

19.7. The Seller may license or sub-contract all or any part of its rights and obligations without the Buyers consent

19.8. The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Buyer of such change