

Application to open Credit Account

Linkup Paint Supplies Limited

Delivery: 6 Killarney Lane, Frankton, Hamilton

PO Box 15-039

Dinsdale

HAMILTON 3243

Phone 07 8470 933 Fax 07 8470 932

EMAIL: coral.brown@linkup.co.nz

Section One: Applicant Details

Please complete this section,
Plus either section 2 or section 3

Applicants Name

Registered Name of Organisation

Date Commenced Trading

Postal Address

Email Address

POST CODE

Street Address

Type of work undertaken

Delivery Address (If different to above)

Regular Rep. call required ?

Yes / No

Contact Person (Purchasing)

Phone

Fax

Mobile

Contact Person (Accounts)

Phone

Fax

Mobile

EMAIL FOR INVOICES:.....

EMAIL FOR STATEMENTS:.....

Amount of Credit required? \$

Bank (Name & Branch)

Solicitor

Accountant

I/We authorise any person or company to provide Linkup Paint Supplies Limited with such information as Linkup Paint Supplies Limited may require in response to its credit and/or employment enquiries. I/We further authorise Linkup Paint Supplies Limited to furnish to any third party details of this application and any subsequent dealings that I/We may have with Linkup Paint Supplies Limited as a result of this application being actioned by it.

I/We undertake to pay all accounts on the due date and agree that should any part of my/our account not be paid by the 20th of the month following service or supply interest of 2.5% compounding may be charged on the outstanding account. I/We further undertake to pay and indemnify Linkup Paint Supplies Limited in respect of all legal costs on a Solicitor /Client basis and other expenses incurred in recovering from me/us the amount of any overdue account.

If Linkup Paint Supplies Limited agrees to operate the Credit Account with a guarantee, the Credit Account is opened in consideration of that guarantee being given and the guarantee in the form provided must be given before the Credit Account is opened.

Terms of Sale:

1. Payment for goods is due on the 20th of the month following delivery.
2. Ownership of the property or goods shall not pass to the purchaser until payment in full is received by the vendor.
3. All goods will be supplied at customers expense.
4. Returns will not be accepted after 7 days from delivery docket date.
5. All returns must quote invoice number.

Name

Signature

(Please Print Name)

Date

Designation

(Company Manager, Secretary etc.)

N.B.: Completion of this form does not guarantee credit.

Section Two - If a Limited Liability Company, please complete this page.

Trade references: - Please provide **three trade references**

(Please note: Banks, Solicitors, Credit Card companies, Petrol, Gas, Phone & Power companies etc., or Opposition Suppliers will not provide credit references)

Business	Address	Phone

Names and Addresses of Directors and Shareholders

Name	Address	Phone

Incorporation Number:

Date of Incorporation:

Guarantee

In consideration of LINKUP PAINT SUPPLIES LIMITED supplying to the person or company specified as

_____ (Trading or Company Name),
such goods as that customer may from time to time require of LINKUP PAINT SUPPLIES LIMITED,

I, the undersigned _____ (Director or Shareholder)
GUARANTEE to LINKUP PAINT SUPPLIES LIMITED the due payment of all monies now due or at any time becoming due to LINKUP PAINT SUPPLIES LIMITED by the customer for goods supplied to the customer. This shall constitute a continuing or standing guarantee.

No granting of credit, extension or form of credit or granting of time to the customer and no waiver indulgence or neglect to sue on the part of LINKUP PAINT SUPPLIES LIMITED and no change of constitution of LINKUP PAINT SUPPLIES LIMITED shall impair my liability under this guarantee, but as between myself and LINKUP PAINT SUPPLIES LIMITED I shall be deemed to be a principal debtor and liable to LINKUP PAINT SUPPLIES LIMITED accordingly.

Full Name: _____ Occupation _____

Residential Address _____ Ph. No. _____ Date _____

Signature _____

Section Three - If NOT a Limited Liability Co., please complete this section.

Trade references: - Please provide three trade references

(Please note: Banks, Solicitors, Credit Card companies, Petrol, Gas, Phone & Power companies etc., or Opposition Suppliers will not provide credit references)

Business	Address	Phone

Full Names and Addresses of Partners

Name	Address	Phone

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For Office use only

Trade Reference Responses

1

2

3

Approved / Declined	Credit Limit	Date
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Discount Code	Sales Rep Code	This Form Issued by
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Industry Type Code	Account Code allocated
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**CONDITIONS OF SALE
FOR GOODS SUPPLIED BY LINKUP PAINT SUPPLIES LIMITED**

1. Conditions Paramount

1.A All goods are supplied on the basis of these conditions and in the event of any conflict between these conditions and the provisions of any document used by the buyer or any other arrangement between the parties, these conditions shall prevail unless otherwise agreed in writing signed by both parties.

1.B The buyer acknowledges that:

- 1B1 Linkup has not made any representations about the goods, represented that the goods are fit for any particular purpose, applied any description to the goods or provided any express guarantee (as defined in the Consumer Guarantees Act 1993); and
- 1B2 the buyer has not made known to Linkup any particular purpose for which the goods are being acquired: other than those expressly confirmed to Linkup in writing.

2. Orders

All orders are accepted by Linkup subject to ability to supply and to prices ruling at time of delivery.

3. Payment

3.A All goods are due for payment on or before the 20th of the month following delivery.

3.B Any dispute regarding prices must be raised within seven days of receipt. Failure to do so will invalidate any such claim.

4. Delivery

Any dispute regarding delivery of goods ordered must be raised within seven days of receipt. Failure to do so will invalidate any such claim.

5. Risk and Ownership

5.A Title (both legal and equitable) in the goods will not pass to the buyer until the goods have been paid for in full.

5.B The buyer's risk immediately on delivery to the buyer or into the buyers custody (whichever is the sooner) and the buyer is responsible for insuring the goods from this time even though title in the goods may not have passed to the buyer.

5.C Until title in the goods passes to the buyer, the buyer acknowledges that it holds the goods or any products which incorporate the goods solely as bailee and in a fiduciary capacity.

5.D In the event that goods or any product which incorporate the goods sold by the buyer include goods in respect of which title has not passed to the buyer, the proceeds of the sale of such goods (or the proportion of the proceeds of the sale of any such mixed products as most closely equates to the proportion of the content of the goods in the mixed products) will belong to Linkup and the buyer in its capacity as trustee of such proceeds shall account for such proceeds to Linkup on demand and in no circumstances later than the relevant due date. Pending this accounting such proceeds must not be mingled with any other monies or paid into any overdraw bank account and shall be held by the buyer in a separate bank account on behalf of Linkup.

5.E If the buyer makes default in payment or becomes insolvent, bankrupt, calls a meeting of creditors, or goes into liquidation (voluntarily or otherwise), Linkup reserves the right to enter, and the buyer irrevocably consents to Linkup entering, by its servants or duly authorised agents, on to the buyers premises or on to any premises where the goods are reasonably thought to be stored, without responsibility for any damage caused, and repossess and subsequently resell the goods.

6. Default by Buyer

If the buyer makes default in payment or becomes insolvent, bankrupt, calls a meeting of creditors, or goes into liquidation (voluntarily or otherwise), Linkup may, notwithstanding any waiver of such default of failure and without prejudice to its other rights, suspend delivery, cancel any order or require payment in cash or on delivery of goods, notwithstanding the terms of payment herein specified.

7. Consumer Guarantees Act 1993

7.A If the buyer is acquiring the goods for the purpose of a business, the buyer agrees that the provisions of the Consumer Guarantees Act 1993 do not apply to the contract.

7.B If the provisions of the Consumer Guarantees Act 1993 do apply to the contract, clause 9 of these conditions shall have no effect and the responsibility of Linkup and the rights and remedies of the buyer in respect of the supply of goods by Linkup to the buyer shall be governed by the Consumer Guarantees Act 1993.

7.C Nothing in these conditions is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by the Act.

8. Buyers Obligations

8.A Where the buyer supplies the goods in trade to a person acquiring them for business purposes, it must be a term of the buyers contract with that person that the Consumer Guarantees Act 1993 does not apply in respect of the goods.

8.B Where the buyer supplies the goods to any other person in the course of trading, the buyer must not give or make any undertaking, assertion or representation in relation to the goods without Linkup's prior approval in writing, and the buyer must not represent that it is acting as an agent of Linkup.

8.C The buyer agrees to indemnify Linkup against any liability or cost incurred by Linkup as a result of any breach by the buyer of the obligations contained in this clause 8.

9. Liability of

9.A This clause applies only where the provisions of the Consumer Guarantees Act 1993 do not apply to the contract.

9.B The liability of Linkup in respect of any claim or action by the buyer for any remedy or compensation for any loss, injury, costs, expenses or damage (including, without limitation, consequential loss of indirect damages) arising directly or indirectly out of the supply of goods by Linkup to the buyer, or the failure by Linkup to supply goods in accordance with the contract, or otherwise in connection with the goods or any advice, recommendation, information or services provided by Linkup including, without limitation, any claim or action based on any conditions, warranties, descriptions or representations whether express or implied by law, trade custom or otherwise is limited to:

9.B1 the replacement of the goods supplied or the supply of equivalent goods or

9.B2 the payment of the cost of replacing the goods or of acquiring equivalent goods; at the option of Linkup

9.C Linkup gives no warranty of freedom from patent infringement in relation to the use of any formula information or advice given by it.