

CREDIT ACCOUNT APPLICATION

Please complete all relevant sections



Customer Business Details

Registered or Legal Name: _____

Trading Name: _____

Billing Address: _____

Delivery Address: _____

Email Address: _____ Contact No: _____

Company Number _____ Date of Incorporation: ____/____/____

Nature of Business: _____

Purchaser Name: _____ Ph: _____ Email: _____

Purchaser order number required: _____

Accounts Payable Contact email: _____ Ph: _____

Email for Invoices: _____ Email for Statements: _____

Solicitor Name: _____ Accountant Name: _____

Bank and Branch: _____

Directors / Owners / Trustee (if more than two, please attach a separate sheet)

1. Full Name: _____ Phone: _____

Private Address: _____

2. Full Name: _____ Phone: _____

Private Address: _____

Trade References: (Please provide companies that are willing to do a trade reference)

Name: _____ Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

I certify that the above information is true and correct, and I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf) of Linkup Paints (Wellington) which form part of and are intended to be read in conjunction with this credit account application and agree to be bound by these conditions. I authorise the use of my personal information as details in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owner at least 15% of the shares) of the Customer I shall be personally Liable for the performance of the customers obligations under this contract.***

SIGNED (Customer): _____

Signed (Linkup Wellington): _____

Name: _____

Name: _____

Position: _____

Position: _____

Witness to Customer's Signature:

Signed: _____ Name: _____ Date: _____

Linkup Paints (Wellington), 49 Victoria Street, Petone. Ph: 04 576 4777

Linkup Paints (Wellington) is a subsidiary of DBNZ Coatings Limited. PO Box 9271, Hamilton 3240.

Ph: 07 8470944 / Email: jo.webber@dbnz.co.nz

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Guarantee

In consideration of Linkup Paints Wellington supplying to the person or company as;

_____ (Trading or Company Name),

such goods as that customer may from time to time require of Linkup Paints Wellington,

I, the undersigned _____ (Director or Shareholder)

GUARANTEE to Linkup Paints Wellington the due amount of all monies now due or at any time becoming due to Linkup Paints Wellington by the customer for the goods supplied to the customer. This shall continue 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 Paints Wellington and no change of constitution of Linkup Paints Wellington shall impair my liability under this guarantee, but as between myself and Linkup Paints Wellington I shall be deemed to be a principal debtor and liable to Linkup Paints Wellington accordingly.

SIGNED: _____ Date: ____ / ____ / ____

Full Name: _____
(print name clearly)

Position: _____
(Company manager, Secretary etc.)

Home Address: _____

City: _____ Postcode: _____

Ph: _____

Note: Completion of this Credit Application form does not guarantee credit.

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1. Conditions Paramount:

- (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.
- (b) The buyer acknowledges that:
- (i) *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
- (ii) The buyer has not made known to *Linkup* particular purpose of which the goods are being acquired: other than those expressly confirmed by *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:

- (a) All goods are due for payment on or before the 20th of the month following delivery.
- (b) Any dispute regarding prices must be raised within seven days of receipt. Failure to do so will invalidate any such claim.
- (c) Interest of 2.5% compounding will be charged on any outstanding accounts.
- (d) Any agreed rebate will only be credited if trading terms are adhered to.

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:

- (a) Title (both legal and equitable) in the goods will not pass to the buyer until the goods have been paid for in full.
- (b) The goods will be at the buyer's risk immediately on delivery to the buyer or into the buyer's custody (whichever is 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.
- (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.
- (d) In the event that goods or any products 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.
- (e) If the buyer makes default in payment or becomes insolvent, bankrupt, calls a meeting of creditors, or goes into liquidation (voluntary 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 buyer's 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.
- (f) The Buyer grants a security interest in any goods supplied and/or proceeds of sale to *Linkup* and agrees and acknowledges that *Linkup* may register a financing statement in respect of the security in the Personal Property Securities Register.
- (g) The Buyer waives its rights under section 148 of the Personal Properties Security Act 1999 to receive a copy of the verification statement relating to the registration of a financing charge statement in the Personal Property Security Register.

6. Intellectual Property:

The Buyer acknowledges that *Linkup* owns all right, title and interest in all Intellectual Property supplied or provided to the Buyer by *Linkup* and the Buyer agrees not to use or deal with such Intellectual Property except in accordance with *Linkup's* instructions and authority.

7. Default by Buyer:

If the buyer makes default in payment or becomes insolvent, bankrupt, calls a meeting of creditors or goes into liquidation (voluntary 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.

8. Consumer Guarantees Act 1993:

- (a) If the buyer is acquiring the goods for the purposes of a business, the buyer agrees that the provisions of the Consumer Guarantees Act 1993 do not apply to the contract.
- (b) If the buyer 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.
- (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.

9. Buyer's Obligations:

- (a) Where the buyer supplies the goods in trade to a person acquiring them for business purposes, it must be a term of the buyer's contract with that person that the Consumer Guarantees Act 1993 does not apply in respect of the goods.
- (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* prior approval in writing, and the buyer must not represent that it is acting as an agent of *Linkup*.
- (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 the clause 8.

10. Liability of:

- (a) This clause applies only where the provisions of the Consumer Guarantees Act 1993 do not apply to the contract.
- (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:
- (i) The replacement of the goods supplied or the supply of equivalent goods or
- (ii) The payment of the cost of replacing the goods or of acquiring equivalent goods; at the option of *Linkup*.
- (c) *Linkup* gives no warranty of freedom from patent infringement in relation to the use of any formula information or advice given by it.

