



**AUCKLAND**  
 3 ARTHUR BROWN PLACE MT WELLINGTON  
 PO BOX 14-472, PANMURE, AUCKLAND 6  
 PH: 09 573 5250 FAX: 09 573 5225  
 Email: sales@thecleanicb.co.nz

**CLEANING SUPPLIES LTD**

Account Number
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**MONTHLY CREDIT ACCOUNT APPLICATION**

Applicants Name

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Trading As

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1. Limited Company Yes / No                      2. Partnership Yes / No                      3. Sole Trader Yes / No

Delivery Address

Po Box No	Suburb	City
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Ph (& STD code) Bus.	Fax	Email
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1. Type of business                      2. How long in business                      3. No of employees

Directors / Secretary (full Christian names and addresses)

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Purchasing Officer	Tel No. Email:
Accountant	Tel No. Email:
Solicitor	Tel No. Email:

Registered Office (if Company)

I/We authorise any person or company to provide you with such information as you may require in your credit enquiries.  
 I/we Further authorise you to furnish to any third party details of this application and any subsequent dealings what I/We may have with you as a result of this application being actioned by you to the extent provided under the Privacy Act 1993

Trade Reference	1.	Tel No.
	2.	Tel No.
	3.	Tel No.

Estimated monthly Requirements

Accept Backorders Yes / No

\$300-\$1000	<input type="checkbox"/>	\$1000-\$5000	<input type="checkbox"/>	\$5000+	<input type="checkbox"/>
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\*\*\* Please sign reverse of application before mailing \*\*\*

OFFICE USE ONLY

**Credit Limit**

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# CLEANING SUPPLIES LTD

## Undertaking to Observe Terms of Trade

consideration of your supplying goods on a monthly credit account, I/We hereby undertake to comply with the conditions sale and credit as set out below:

### CONDITIONS OF SALE AND CREDIT

#### GENERAL

- 1 These Conditions apply to all goods sold by the company ("Company") to the purchaser of such goods ("Purchaser")
- 2 If any provision of these Conditions is unenforceable, that provision will be deemed modified to the extent necessary to make it enforceable or if notification is impracticable the provision will be deemed deleted but without affecting the remainder of these Conditions.
- 3 These Conditions are paramount and take precedence over any terms which may be offered by the Purchaser.

#### PRICES

- 1 The prices of the goods are as shown on the Company's Quotation, Confirmation of Order, Packing Note, Despatch Docket, Invoice or other similar document.
- 2 All prices are subject to any variation in exchange rates, customs duties, taxes, freight, insurance rates and suppliers selling prices which occur before delivery of the goods. These variations in prices may occur without notification.
- 3 Prices quoted exclude Goods and Services Tax (including Goods and Services Tax payable on any interest charged under paragraph 2.5 and any installation carried out under paragraph 4) and any other tax imposed in relation to the goods. All such taxes are payable by the Purchaser in addition to the price of the goods.
- 4 Unless otherwise agreed by the Company all freight, packaging and despatch charges on invoices under a specified value + GST are the responsibility of the Purchaser and for which the Purchaser will be charged. All back orders will not attract freight and packaging charges unless previously notified.
- 5 Unless otherwise stated by the Company in writing, payment is due on the 20th of the month following delivery of the goods. The Company may charge interest on any overdue amount calculated on a daily basis from the due date until actual payment at a rate lobe determined by the Company from time to time, such rate being calculated as at the 20th of each month. All costs incurred in the recovery of any overdue amount (including collection costs and solicitors' fees) may be the responsibility of the Purchaser.

#### DELIVERY

- 1 Orders cannot be modified or cancelled after acceptance except with the written consent of the Company.
- 2 The Company will use its best endeavours to fulfill any orders but may cancel any order relating to any goods which in the opinion of the Company it is impractical or uneconomical to produce or supply.
- 3 The Company will use its best endeavours to make delivery at any time specified in an order (if a time is specified) but will not be responsible for any loss or damage sustained by the Purchaser, by reason of any delay in delivery or any failure to fulfill an order or make delivery, howsoever caused.

#### INSTALLATION

Where the Company undertakes to deliver or install any goods, the Purchaser shall provide any service utilities required (e.g. electric power, outlets, water outlets, drains, compressed air line, etc.) If special handling equipment is required the Purchaser shall pay the cost of hiring or using such equipment and any associated charges. Installation will be made at the time of delivery or as soon as practicable thereafter, and the goods will be at the Purchaser's risk from the time of delivery. The Company's responsibility to install such goods may cease if the Purchaser defers installation. \*

#### RISK AND TITLE

The risk in the goods shall pass to the Purchaser immediately upon dispatch of the goods by the Company (unless otherwise agreed) but ownership in them shall not pass to the Purchaser until the Purchaser has paid for the goods in full. Until full payment, has been made:

- (a) The goods will be held by the Purchaser as the Company's bailee and, if directed by the Company, will be stored so that it is clear that they are the property of the Company.
- (b) The Company, its agents and employees may without notice enter any property occupied by the Purchaser to search for, disconnect and remove the goods.
- (c) If the goods have been resold the Purchaser shall account to the Company as the Company's agent for the proceeds of such resale
- (d) The Company will not be liable to the Purchaser or any other person for the exercise of its rights under this clause.

#### WARRANTY

- 1 The Company warrants that all goods sold are free from defects in materials and workmanship at the date of despatch by the Company. However, because the Company does not have control over the manner which the goods are used after purchase, this warranty does' not apply to electronic components, items wholly or partly of glass, silica or ceramic material, batteries or electrical elements, nor does it cover the repair of any fault or the replacement of any defective part resulting from negligence or malpractice by the Purchaser or his agents or employees.
- 2 Where the Purchaser acquires or holds himself out as acquiring the goods for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 are expressly excluded.
- 3 So far as may be permitted by law:

- (a) all representations of terms not expressly set out in these Conditions are hereby excluded:
- (b) the Company shall be under no liability whatsoever to the Purchaser in respect of any representations or terms not expressly set out in these Conditions;
- (c) insofar as the Purchaser may, notwithstanding the preceding paragraphs of this clause, have any claim for damages against the Company at law (it being the intention that no such damages be recovered) the same shall not include damages for indirect or consequential loss of any kind and shall in any event be limited to the purchase price of the goods or the actual loss or damage suffered, whichever is the lesser.

#### GOODS POLICY

- 1 If the Company misinterprets a Purchaser's order, the Purchaser may return the goods for full replacement, provided the goods are in good condition and the error is reported to the Company within 7 days after delivery of the goods.
  - 2 The Company will replace or give credit for defective goods but only if the following procedure is followed:
    - (a) a written claim must be received by the Company within 7 days after delivery of the goods;
    - (b) the claim must quote the Company's Invoice or Packing Slip No. and must specifically identify the defect and, where possible, be accompanied by a sample of the defective goods;
    - (c) on approval of the claim the Company will issue a Return Authorisation detail of which is to be attached to the goods when returned. Under no circumstances will the Company pay for the cost of any freight which has not been authorised by the Company.
- Failure to observe this procedure will result in the goods being returned to the Purchaser at his expense.

APPLICANT'S NAME: \_\_\_\_\_

DATE- \_\_\_\_\_ SIGNED: \_\_\_\_\_