

Application for Credit Account

Nature of Organization

Sole Trader	Partnership	Limited Company <input type="checkbox"/>	Trust	Other
Trade Name:	_____			
Legal Name:	_____			
Delivery Address:	_____			
Postal Address:	_____			
Paid Up Capital:	_____			
Phone:	Fax:	Mobile	_____	
Registered Office:	_____		Email:	_____
Company Number:	_____		Registration Date:	_____
Previous Address:	_____			
(if less than 2 years)	_____			

Details of partners (if Partnership) or Details of Directors (if Limited Company)

1. Full Name: _____	2. Full Name: _____
Home Address: _____	Home Address: _____
_____	_____
Home Phone: _____	Home Phone: _____

Contact Person for Accounts: _____

Name and Branch of Bank: _____

Bank Account Number: _____

Solicitor Name and Address: _____

Estimated Monthly Purchases: _____

Credit References

1. _____	Contact _____	Phone: _____
2. _____	Contact _____	Phone: _____
3. _____	Contact _____	Phone: _____

I certify that the above information is true and correct and that I am authorized to make this application for credit. In accordance with the Privacy Act (1993) I authorize any person or company to give information as may be required in response to credit inquiries. I have read and understand the current GENERAL TERMS AND CONDITIONS OF TRADE of OneMount Limited (Attached) which form part of, and are intended to be incorporated in, this Credit Application and I agree to be bound by these Conditions.

Signature: _____ Date: _____
(Proprietor / Partner / Director / Authorized Signatory) –Circle One

Full Name: _____ Position: _____

Witness
Full Name: _____ Occupation: _____
Address: _____ Signature: _____

Internal Use Only

Account Manager: _____	Region: _____
Customer Type: _____	Discount: _____
Authorized by: _____	APPROVED – DECLINED (circle one)

GENERAL TERMS AND CONDITIONS OF TRADE

1. Definitions

- 1.1 "Seller" shall mean OneMount Limited and its successors and assigns.
- 1.2 "Buyer" shall mean the Buyer or any person acting on behalf of and with the authority of the Buyer.
- 1.3 "Guarantor" means that person (or Persons) or entity that agrees herein to be liable for the debts of the Buyer on a principal debtor basis.
- 1.4 "Goods" shall have the same meaning as in section 2 of the Sale of Goods Act 1908 and are goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.5 "Services" shall mean all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the cost of the goods as agreed between the Seller and the Buyer subject to clause 4 of this contract

2. Acceptance

- 2.1 Any instructions or orders received from the Buyer for the supply of Goods or Services that are accepted by Seller and/or Buyer's acceptance of Goods or Services from Seller or Seller's Application for Credit shall constitute Buyer's acceptance of the terms and conditions contained herein as may be amended from time to time by the Seller in accordance with this Agreement. These terms and conditions supersede all preprinted and standard terms and conditions set forth in any instructions or orders issued by Buyer. No reference herein to Buyer's instructions or orders will in any way incorporate different or additional terms and conditions which are hereby objected to. In the event of any conflict between these terms and conditions and any instructions or orders issued by buyer, the terms and conditions contained in this Agreement will prevail.
- 2.2 Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Buyer the 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.
- 2.4 None of the Seller's agent or representatives are authorized to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorized statements.
- 2.5 For the purposes of the Construction Contracts Act 2002 this contract is not a commercial construction contract or a construction contract whether for a commercial or residential property and work and devise liability under this contract shall be in no way limited by any contract that the Buyer may have entered into with a third party in relation to the supply of Goods or Services to that third party or the payment by the third party to the Buyer of any monies whether by progress payments or otherwise.
- 2.6 The Buyer shall not set off against the amounts due from the Seller.
- 2.7 The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent. Buyer may not license or sub-contract all or any part of its rights and obligations without the Seller's consent.
- 2.8 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any 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.

3. Goods/Services

- 3.1 The Goods and/or Services are as described on the invoices quotation, work authorization or any other work commencement forms as provided by the Seller to the Buyer

4. Price & Payment

- 4.1 At the Sellers sole discretion the Price shall be either:
 - (a) the price indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
 - (b) the Sellers quoted Price subject to clause 4.2, which shall be binding upon the Seller provided that the Buyer shall accept in writing the Sellers quotation within thirty (30) days.
- 4.2 The Seller may, by giving thirty (30) days' notice to the Buyer, increase the Price of the Goods or Services at its sole discretion.
- 4.3 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods or Services.
- 4.4 At the Seller's sole discretion, payment for approved Buyers shall be due on the 20th of each month following the end of the month in which the Goods or Services were dispatched to or performed for the Buyer.
- 4.5 Payment will be made by direct credit, or by any other method as agreed to between the Buyer and the Seller.
- 4.6 The price shall be increased by the amount of any GST and other taxes and duties which may be applicable except to the extent that such taxes are expressly included in any quotation given by the Seller.

5. Delivery Of Goods

- 5.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever. They are tendered for delivery, or delivery of the Goods shall be made to the Buyer at the Seller's address.
- 5.2 Orders to the value of \$250.00 net Price And over will have freight prepaid to The Buyer's nominated address in orders accepted by Seller. Orders to the value of less than \$250.00 net Price, or request overnight, weekend, or special delivery will have freight charged to Buyer.
- 5.3 In no event will product delivery dates be construed as falling within the meaning of "time is of the essence". The failure of the Seller to deliver shall Not entitle either party to treat this contract as repudiated.
- 5.4 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.

6. Risk

- 6.1 If the Seller retains title to the goods nonetheless all risk for the goods passes to the buyer on delivery.
- 6.2 If any of the Goods are damaged or destroyed prior to title to them passing to the Buyer, the Seller is entitled, without prejudice to any of its other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the price for the Goods), to receive all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under these terms and conditions. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquires.

7. Defects/Returns

- 7.1 The Buyer shall inspect the Goods on delivery and shall within fourteen (14) days of delivery notify the Seller of any alleged shortage in quantity, damage or failure to comply with the description. 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 these provisions the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any damage.
- 7.2 For damaged Goods which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to the Seller's sole discretion replacing or repairing the Goods provided that:
 - (a) the Buyer has complied with the provisions of clause 7.1;
 - (b) the Goods are returned at the Buyer's cost within fourteen (14) days of the delivery date.
 - (c) returned Goods are clearly identified with the Buyer's name;
 - (d) goods are returned with the original packing slip or invoice number;
 - (e) receipt of returned Goods needs to be evidenced in writing by the Seller;
 - (f) the Seller will not be liable for Goods which have not been stored or used in a proper manner;
 - (g) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.



- 7.3 The Seller may (in its sole discretion) accept the Goods for credit but this may incur a handling fee of 20% of the value of the returned Goods plus any freight.
- 7.4 Except where prior approval is obtained from the Seller in writing Goods made to special order, Buyer specification or non-catalogue items are under no circumstances acceptable for credit or return.

8. Warranty

- 8.1 The Seller's standard limited warranty(ies) related to the Goods or Services are applicable to this Agreement. The limited warranty(ies) are
- attached to this Agreement; or
 - separately furnished by Seller to Buyer. In the event that certain product warranties are not attached to this Agreement or separately furnished, Seller warrants only to Buyer that the products will be free from defects in material and workmanship for a period of two (2) years from the date of shipment of the products. Seller's sole obligation under this warranty is limited to repairing or replacing, at its option, the defective products.
- 8.2 The conditions applicable to the warranty given by Clause 8.1 are:
- The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - Failure on the part of the Buyer to properly install or maintain any Goods; or
 - Failure on the part of the Buyer to follow any instructions or guidelines provided by the Seller; or
 - Any use of any Goods otherwise than for any application specified on a quote or order from accepted by Seller; or
 - The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - Fair wear and tear, or any accident or act of God.
 - The warranty shall cease and the Seller shall thereafter in on circumstances be liable under the terms of the warranty if the Goods are repaired, altered or overhauled without the Seller's consent.
 - In respect of all claims the Seller shall not be liable to compensate the Buyer for any delay in either replacing or repairing the Goods or in properly assessing the Buyer's claim.
- 8.3 For Goods not manufactured buy the Seller the warranty shall be the current warranty provided by the manufacturer of the Goods, if any and to the extent that such warranty can be transferred by Seller to Buyer.
- 8.4 NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE GOODS OR SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PRUPOSE.

9. Default & Consequences of Default

- 9.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgment.
- 9.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all of the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees cost of collection.
- 9.3 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.
- 9.4 In the event that:
- any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due, Or;
 - 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;
 - 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: The Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in an addition to and without prejudice to any other remedies; and all amounts owing to the Seller shall, whether or not due for payment, immediately become due and payable.

10. Title

- 10.1 It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:
- The Buyer has paid all amounts owing for the particular Goods, and
 - The Buyer has met all other Obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or 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.
- 10.2 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 recognized and until then the Seller's ownership of rights in respect of the Goods shall continue.
- 10.3 It is further agreed that:
- Until such time as ownership of the Goods shall pass from the 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 right of the Buyer to obtain ownership or any other interest in the Goods shall cease.
 - If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any 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.

11. Personal Property Securities Act 1999 ("PPSA")

- 11.1 Upon assenting to these terms and conditions in writing the Buyer acknowledges and agrees that:
- These terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - A security interest is taken in all Goods previously supplied by the Seller to the Buyer (if any) and all Goods that will be supplied in the Seller in the future by the Seller to the Buyer during the continuance of the parties relationship.
- 11.2 The Buyer undertakes to:
- sign any further documents and/or Provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - Indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 - Not register a financing change demand without the prior written consent of the Seller;
 - Give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number, or business practice); and
 - Immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 11.3 The Seller and the Buyer agree that nothing in sections 114(1) (a), 113 and 134 of the PPSA shall apply to these Terms and Conditions.
- 11.4 The Buyer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 11.5 Unless otherwise agreed to in writing by the Seller, the Buyer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 11.6 The Buyer unconditionally ratifies any actions taken by the Seller under and by virtue of the power of attorney given by Buyer to the Seller under clauses 11.1 to 11.5.

12. Security & Charge

- 12.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever where the Buyer and /or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or change all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's 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 met.

Applicants Acceptance, Initial's

Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.

To give effect to the provisions of clause [11, 15.1(a) to (b)] inclusive hereof the Buyer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Buyer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Buyer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantor's name as may be necessary to secure the said Buyer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

13. Intellectual Property

- 13.1 Where the Seller has designed or drawn Goods for the Buyer, then the copyright in those designs and drawings shall remain vested in the seller. All such designs and drawings or other documentation provided by Seller are proprietary and will not be disclosed or reused by Buyer without the prior written consent of Seller.
- 13.2 The Buyer warrants that all designs or instructions to the seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyer's order and agrees to indemnify and defend Seller for any such infringement.

14. Cancellation

- 14.1 The Seller may cancel these terms and conditions or cancel delivery of Goods or Services at any time before the Goods or Services 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 for those Goods. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

15. Privacy Act 1993

- 15.1 The Buyer and the Guarantor/s (if separate to the Buyer) authorises the Seller to
- Collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services; and
 - 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.
- 15.2 Where the Buyer is natural person the authorities under (clause 15.1) are authorities or consents for the purposes of The Privacy Act 1993.
- 15.3 The Buyer shall have the right to request 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.

16. Buyers Disclaimer

- 16.1 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 or Services relying solely upon his own skill and judgment and that the Seller shall not be bound by or responsible for any term, condition, representation or warranty other than the warranty provided in this Agreement which warranty shall be personal to the Buyer and shall not be transferable to any subsequent Buyer.

17. Consumer Guarantees Act 1993

- 17.1 This agreement is subject, in all cases except where the Buyer is contracting within the terms of a trade/business (which cases are specifically excluded), to the provisions of The consumer Guarantees Act 1993.

18. Unpaid Seller Rights to Dispose of Goods

- 18.1 In the event that:
- The Seller retains possession or control of the Goods; and
 - Payment of the Price is due to the Seller; and
 - The Seller has made demand in writing of the Buyer for payment of the Price in terms of this contract; and
 - The Seller has not received the Price of the Goods, then, whether the title in the Goods has passed to the Buyer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Buyer the loss to the Seller on such disposal.

19. General

- 19.1 If any provision 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 affected, prejudiced or impaired.
- 19.2 All Goods or Services supplied by the Seller are subject to the laws of New Zealand and the Seller takes no responsibility for changes in the law which affect the Goods or Services supplied.
- 19.3 The Seller shall be under no liability whatever to the Buyer for any incidental, consequential, indirect, special, or punitive damages including, but not limited to, loss of use of the Goods or Services, loss of profits, loss of revenue, interest, lost goodwill, work stoppage, impairment of other goods or services, loss by reason of shutdown or non-operation, increased expenses of operation, or claims of Buyers customers, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement or otherwise, even if advised of the possibility of such damages.
- 19.4 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to direct damages under no circumstances shall the liability of the Seller exceed the price of the Goods or Services.
- 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 This Agreement, together with any attachments or supplements specifically referenced in this Agreement and the Seller's application for credit account, constitutes the entire agreement between the parties hereto and supersedes all previous communications, representations, or agreements, either oral or written, between, the parties hereto with respect to the subject matter hereof. No agreement or understanding varying or expanding this agreement will be binding upon Seller unless it is in writing and signed by a duly authorized representative thereof.
- 19.7 The failure of either party at any time to require performance by the other party of any provisions of this agreement will in no way affect the right to require such performance at any time thereafter, nor will be waiver of either party of a breach of a provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.
- 19.8 The Parties hereto represent to each other and agrees that, neither party nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give, or will give or offer to give, any some of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence to granting of licenses or other Governmental permissions to enter into this Agreement or perform the obligations hereunder.

