

## Application for Credit Account

Account Name (In Full)			
Postal Address	Street/Box Number		
	Area		
	City & Postcode		
Telephone Number			
Fax Number			
Email for Accounts Payable		Email Invoices	Y N
		Email Statements	Y N
Contact Name - Accounts			
Postal Address for Accounts	Street/Box Number		
(if not sent by Email)	Area		
	City & Postcode		
Telephone Number			
Fax Number			
Address for Delivery	Street number		
	Suburb		
	City & Postcode		
Contact Name - Purchasing			
Email Address - Purchasing			
	Would you like to receive Newsletters/Promos by Email		Y N

### Privacy Act 1993

The applicant authorises any person or company to provide Deeco with such information as it may require in response to Deeco credit enquiries of the applicant. The applicant further authorises Deeco to furnish to any third parties details of this application and any subsequent dealing that the applicant may have with Deeco as a result of this application being actioned by Deeco. In terms of the Privacy Act 1993 the applicant irrevocably authorises Deeco to seek and exchange information with any person, company or agency in regard to the applicant's credit rating.

I/We hereby declare that the above given information is to the best of my/our knowledge true and complete and that I/We agree to Deeco Services Limited's standard Terms and Conditions of Trade, a copy of which follows.

Signature

Name

Title

Date

**Copy Driver's Licence or Birth Certificate or Passport required for Sole Trader or partnership**

**Initial:**

**Date:**



21 REGENT STREET, PETONE  
PO Box 33226 Petone 5046  
T 0800 433 326 (0800 4 DEECO)  
F 0800 333 267 (0800 DEECOS)  
E service@deeco.co.nz

## Application for Credit Account

Full Name of Customer	Company No.
Trading name (if any)	
Registered Address	

Paid Up Capital \$	
Banker	

Names of Directors/Partners	
1. Name	Address
2. Name	Address
3. Name	Address

Estimated annual purchase value with Deeco Services Ltd \$
Estimated monthly credit level required \$

Trade References	
1. Name	Telephone
2. Name	Telephone
3. Name	Telephone
4. Name	Telephone

Initial:

Date:

# Application for Credit Account

## TERMS AND CONDITIONS OF TRADE

### 1 Definitions:

In these terms and conditions:

- "Deeco" means Deeco Services Limited
- "Customer" means the person(s), company, organisation, sole trader or partnership which or who holds the account with Deeco.
- "Account" means account at Deeco in the name of the Customer

### 2. Acceptance –

Opening Accounts – The Trading Account will be opened after the Application for Credit has been lodged with and approved by Deeco. The Customer acknowledges that completion of an Application for Credit and its return to Deeco constitutes acceptance of these Terms and Conditions of Trade in every respect.

### 3. Payment –

The customer's account shall be paid in full by the 20th day of the month following the month of supply of goods, at the full invoiced amount. Where the amount is not paid in full by the required date, the account will be overdue.

### 4. Arrears –

Deeco may extend the credit of the customer for up to 60 days after the date on which the account is due, at its sole discretion. The Customer shall be liable for all costs incurred by Deeco, including collection and legal costs, (as between solicitor and client) in recovering monies due to Deeco.

### 5. Price/Quotations/Proposals

5.1 Validity – Unless one of the exceptions below applies, all prices quoted are valid for a period of 30 days from the date of the offer and are quoted exclusive of Goods and Services Tax.

#### Except:

5.1.1 Exchange – Deeco reserves the right to adjust prices in line with currency exchange rates current at the time of supply to the customer for all items where the rate of exchange variation is greater than + - 2% than that quoted at the time of pricing.

5.1.2 Adjustments – Deeco reserves the right to adjust prices without prior notice where external factors beyond Deeco's control impact upon our pricing.

### 6. Supply –

6.1 Delivery – Deeco does not accept liability for variations at the time of delivery. Delivery periods are given in good faith based on the information available at the time of order. All products quoted as ex-stock are subject to availability on the date of placement of the order.

6.2 Non stock items ordered by Deeco for the Customer on indent from overseas suppliers are non returnable and must be paid for in full including applicable currency exchange rate variation.

6.3 Returns/Credits – No goods will be accepted for return or credit after 21 days from receipt of goods by the Customer. A minimum restocking fee of 15% invoice value will be charged on all unused goods sent for credit or exchange.

Returns/Credits are not applicable to Non stock items (refer 6.2).

6.4 Goods damaged in Transit – The carrier must be advised of the damaged condition of goods at the point of delivery. Any goods unconditionally accepted from the carrier upon delivery, are not able to be later claimed as damaged against the carrier or Deeco.

Damaged goods must be registered against the carrier first with any subsequent claim on Deeco being accompanied by the Customer's registration on the carrier and the carrier's response.

### 7. Warranty –

7.1 Deeco considers all goods sold to be suitable for sale within the manufacturers specifications unless specifically sold as second grade or damaged material "as is where is".

7.2 The goods are supplied with the original manufacturer's warranty which will apply for a period nominated by the manufacturer. Within this period, any defective product proved to be caused by faulty workmanship or faulty materials, when correctly installed and used in a normal manner, will be repaired at the manufacturer's option, providing that the product is sent to the manufacturer's factory or to Deeco Wellington, with all transport charges prepaid by the Customer. This warranty does not apply to damage or malfunction resulting from accidents, damage in transit, misuse or neglect. No allowance will be made for labour, for removal or reinstallation of any so-claimed defective products.

7.3 The liability of the Deeco to the customer shall not in any case exceed the purchase price of the goods in respect of which such liability arises and the limitation shall apply to all the liability howsoever arising.

7.4 Where the Customer is a company or a person in trade the Consumers Guarantee Act 1994 does not apply.

**Initial:**

**Date:**

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### 8. Authority to Sell.

Notwithstanding that title in all product retained by Deeco, the Customer is authorised to sell the product in the ordinary course of business provided that such authority may be removed by written notice if Deeco considers the credit of the Customer to be unsatisfactory or if the Customer is in default in the performance of its obligations under this contract and shall be deemed automatically revoked if the customer shall commit any act of bankruptcy, enter into any composition or arrangement with its creditors or (in the case of a company) commits any act which would render it liable to be wound up or if a resolution is passed or proceedings are filed for the winding up of the Customer or a receiver is appointed in respect of all or any assets of the Customer.

### 8.1 Sale of Product

Where product in respect of which property has not passed to the Customer is sold by the Customer in the ordinary course of business, the book debt created upon the sale of such product and the proceeds of sale of such product when received by the Customer shall be held by the Customer for Deeco in terms of section 45 of the PPSA and where any proceeds of sale are so received by the Customer are placed in a bank account the funds in such bank account shall be deemed to be on trust for Deeco to the extent of such proceeds of sale and where any payments are made from such bank otherwise than to Deeco such payment shall be deemed to have been made from all other funds in the account and not from funds held on trust for Deeco. The trust obligation imposed by this clause and Deeco's entitlements under the PPSA shall continue for so long as Deeco remains unpaid for any product supplied to the Customer.

### 9. Waiver

No delay or forbearance shall be construed to be a waiver of Deeco's rights hereunder, unless such waiver is given in writing by Deeco.

### 10. Sale of Business -

The Customer shall notify Deeco in writing in the event of the sale of its business. In the event the purchaser of the Customer's business intends to trade with Deeco then the Customer will ensure that such purchaser lodges with Deeco an Application to Trade on the form then required by Deeco.

### 11. Ownership/Risk Title

**11.1** Risk in all goods supplied by Deeco shall pass upon the same being delivered.

**11.2** Ownership of all goods supplied by Deeco shall be retained by Deeco until the purchase price has been paid in full.

#### 11.3 Debt Recovery

In the event that the Customer shall make any default whatsoever the Customer will pay Deeco's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of payment by Deeco. Deeco shall have the absolute right in its discretion to file any proceeding at the District Court at Lower Hutt.

### 12. Personal Property Securities Act 1999 ("PPSA")

**12.1** Acceptance by Deeco of the Customer's Application for Credit and the supply of goods pursuant to these Terms of Trade shall comprise a Security Agreement for the purposes of the PPSA. Deeco shall retain a security interest in all goods supplied in terms of its retention of ownership pursuant the clauses of these Terms of Trade. The Customer and Deeco agree in terms of section 107 of the PPSA that sections 114 (1)(a), 117 (1)(c), 113 and 114 of the PPSA shall not apply to the enforcement by Deeco of its Security interest. The Customer waives any rights it may have under sections 116, 119 120 (2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA upon such enforcement. The Customer waives its right to receipt of a financing statement or financing change statement in the terms of section 148 of the PPSA.

### 13. Changes of General Terms and Conditions –

**13.1** Deeco may, at any time, refuse the placement of an order by the customer, or decline to approve any application of the Customer, for any reason whatsoever.

**13.2** The existence of an account with Deeco does not automatically entitle the Customer to credit in the future.

#### 13.3 Trading Conditions

Deeco may from time to time by written notice to the Customer amend, add to or repeal the trading conditions covered by this Agreement or may substitute any fresh trading conditions and such amendment, addition or substitute trading conditions shall be binding on the Customer as from fourteen days after the date of delivery of the Notice.

**Initial:**

**Date:**