

Account Application Form

Full Legal Name: _____

Trading Name: _____

Billing Address: _____

Delivery Address: _____

NZ Company Number: _____ PISG Number: _____ (for Security Co's)

Phone Number: _____ Fax Number: _____

Main Contact Person: _____ Mobile: _____

Main Contact Email: _____

Accounts Contact: _____ Accounts Ph: _____

Accounts Email: _____

Type of Business:

Limited Liability Company Partnership Sole Trader

Nature of Business: _____

Director(s)/Partners Details:

Full Name: _____	Date of Birth: _____
Home Address: _____	
NZ Drivers Licence #: _____	Expiry Date: _____
Full Name: _____	Date of Birth: _____
Home Address: _____	
NZ Drivers Licence #: _____	Expiry Date: _____
Full Name: _____	Date of Birth: _____
Home Address: _____	
NZ Drivers Licence #: _____	Expiry Date: _____

Trade Credit References – not Utility Companies (all three are required):

1. _____	Account # _____	Phone: _____
2. _____	Account # _____	Phone: _____
3. _____	Account # _____	Phone: _____

Estimated Monthly Spend: \$ _____ Time in Operation: _____ YRS No. of Employees: _____

Purchase Order Required? _____ Approved way of ordering (please Circle): Email / Phone / Fax / Email

I/we certify (as a signatory to this application) that the above information is true and correct and that I am authorized to make this application on behalf of the Buyer and enter into the Terms and Conditions (overleaf).

I/we agree that Alliance Wholesale Limited ("you") may use my personal information, being to personal information about me which I or others provide to you to assess my credit worthiness and financial position in relation to this application for your management, administration, assessment and enforcement of the Buyers agreement with you and for promotional and marketing purposes. I understand that such information collected by you will be held by you at your address above and that I may access and correct that information by contacting you.

By signing this agreement, I/we authorize you to:

- Make enquiries, disclose and obtain any information, about me to and from anyone else (for example to and from credit reporting agencies such as Baycorp Advantage and Veda Advantage etc) for the purposes listed above and the provision of such information by anyone else to you. For example (but without limitation) you may obtain a credit check on me and if there is a default in payment obligation you may give information about that default to your credit reporting agency.
- Register a security interest with the New Zealand PPSA (refer clause 13 overleaf).
- Consider this signed application as consent for a binding Personal Guarantee (refer clause 14 overleaf) for payment of any amounts unpaid by the Buyer. The Individual(s) listed above agree to pay all debts owed to you if the Buyer defaults. If the Buyer goes into liquidation or enters a personal insolvency procedure, the Buyer allows you to recover what is owed from the Guarantor (Individual, Partner(s) or Director(s)).
- Send me promotional and marketing information.

I/we understand that all information you provide to your credit reporting agency will be held and used by that agency for its credit reporting service and the agency may give such information to its customers who use its service.

IN SIGNING THIS DOCUMENT THE BUYER CONFIRMS THAT THE TERMS AND CONDITIONS OVERLEAF FORM PART OF THIS APPLICATION AND THAT THE BUYER IS BOUND BY THE TERMS AND CONDITIONS

Signed By:

Director/Partner: _____ Name: _____ Position: _____

Director/Partner: _____ Name: _____ Position: _____

Dated this _____ day of _____ 20 _____

Terms and Conditions of Trade

1. Definitions
 - 1.1. "Seller" shall mean Alliance Wholesale Limited and its successors and assigns.
 - 1.2. "Buyer" shall mean the Buyer or any person or Seller acting on behalf of and with the authority of the Buyer.
 - 1.3. "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Buyer if a Limited Liability Seller 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 supra).
 - 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 received by the Seller from the Buyer for the supply of Goods shall constitute acceptance of the terms and conditions contained herein. 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 Managing Director or Manager of the Seller.
 - 2.2. None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Managing Director of the Seller in writing nor is the Seller bound by any such unauthorized statements.
 3. Goods
 - 3.1. The Goods shall be as described on the invoices, quotation, authority to supply or any other sales forms as provided by the Seller to the Buyer.
 - 3.2. The Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
 - 3.2.1. The Price shall be adjusted pro rata to the discrepancy.
 4. Price and Payment
 - 4.1. At the Sellers sole discretion:
 - 4.1.1. The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
 - 4.1.2. The Price shall be the Price of the Sellers current Price at the date of delivery of the Goods; or
 - 4.1.3. The Price of the Goods shall be the Sellers quote within one calendar month.
 - 4.2. Time for payment for the Goods shall be of the essence. Payment is due 20th of the month following the date which the invoice is issued by the Seller to the Buyer.
 - 4.3. Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (surcharges apply) or by direct credit or any other method as agreed to between the Buyer and the Seller.
 - 4.4. 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.
 - 4.5. All Prices are in New Zealand dollars and are subject to change without notice.
 - 4.6. Interest may be charged at a rate of 2.5% per month calculated daily on the overdue portion of any account not paid for by the end of the month following invoice date.
 5. Default and Consequences of Default
 - 5.1. If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Sellers costs and disbursements including a solicitor and own client basis and in addition all debt collection costs.
 - 5.2. 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 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.
 - 5.3. In the event that:
 - 5.3.1. Any money payable to the Seller becomes overdue, or in the Sellers opinion the Buyer will be unable to meet its payments as they fall due, or;
 - 5.3.2. 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;
 - 5.3.3. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer, then
 - 5.3.3.1. The Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and
 - 5.3.3.2. All amounts owing to the Seller shall, whether or not due for payment, immediately become payable; and
 - 5.3.3.3. The Seller shall be entitled to reclaim any Goods in the Buyers possession or control, which have been supplied by the Seller and to dispose of the Goods for its own benefit and shall be entitled to enter, directly or by its agents, (and the Buyer gives us and our agents the right to so enter) upon any land or premises where the Seller believes the Goods which it has supplied are stored without being liable to any person.
6. Delivery of Goods
 - 6.1. Delivery of the Goods shall be made to the Buyers address. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or the Goods shall be delivered to the Buyer at the Sellers address.
 - 6.2. Subject to the express terms herein, if the Seller agrees to send the Goods to the Buyer at the expense of the Buyer then delivery of the Goods to a carrier, either named by the Buyer or failing such naming to a carrier at the discretion of the Seller for the purpose of transmission to the Buyer, is deemed to be a delivery of the Goods to the Buyer.
 - 6.3. When the Goods at the date of this agreement are in possession of a third person there is no delivery by the Seller to the Buyer unless and until such third person acknowledges to the Buyer that the Goods are being held on behalf of the Buyer subject to the issue or transfer by the Seller of documents of title to the Goods.
 - 6.4. The Seller may deliver the Goods by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
 - 6.5. The costs of carriage and any insurance which the Buyer reasonable directs the Seller to incur shall be reimbursed by the Buyer (without any set-off or other withholding whatsoever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Buyers agent.
 - 6.6. The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
 - 6.7. The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
 - 6.8. Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 1 (one) month of the delivery date.
7. Risk
 - 7.1. If the Seller retains property of the Goods nonetheless all risk for the Goods passes to the Buyer on delivery.
 - 7.2. If any of the Goods are damaged or destroyed in 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 of 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 Sellers rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries. The Seller will apply the insurance proceeds as follows:
 - 7.2.1. First, in payment of the Price of the Goods that are damaged or destroyed, in unpaid;
 - 7.2.2. Second, in payment of the outstanding Price of any other Goods supplied to the Buyer by the Seller whether under the terms and conditions or otherwise;
 - 7.2.3. Third, in payment of any other sums payable to the Seller by the Buyer on any account;
 - 7.2.4. Fourth, any balance is to be paid to the Buyer.
8. Defects
 - 8.1. The Buyer shall inspect the Goods on delivery and shall within 14 (fourteen) days of delivery notify the Seller of any alleged defect, shortage in quantity or failure to comply within the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery. 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 defect or damage.
9. Return of Goods
 - 9.1. The Buyer may return Goods within 14 (fourteen) days of delivery, at the sole discretion of the Seller. Goods must be returned with the following, in as new condition:
 - 9.1.1. All packaging material and brochures must be in as new condition and un-marked;
 - 9.1.2. All instruction manuals, CD's, videos or any other material must be returned with the Goods;
 - 9.1.3. All tools and accessories must be returned with the Goods.
 - 9.2. The Seller may (in its discretion) accept the Goods for credit but this will incur a re-stocking fee of 10% of the value of the returned Goods plus any freight.
 - 9.3. If at the Sellers sole discretion any Goods (including Software) have been opened, packaging damaged or marked, then the Seller reserves the right to refuse acceptance of the Goods for return.
 - 9.4. All goods will be accompanied with all necessary paperwork, including the Sellers returned goods form.
 - 9.5. The Seller shall not be liable for any loss or damage whatsoever due to failure by the Goods to meet any technical expectations.
10. Warranty
 - 10.1. The Warranty shall be the current warranty provided by the manufacturer of the product. The Seller shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturers warranty.
 - 10.2. The Seller shall not be liable to repair any defective Goods and at its own discretion may:
 - 10.2.1. Notify the manufacturers of the Goods of any defect notified by the Buyer; and
 - 10.2.2. Request the manufacturers to repair or replace the defective Goods.
11. Consumers Guarantees Act 1993
 - 11.1. 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.
12. Title
 - 12.1. It is the intention of the Seller and agreed by the Buyer that the property in the Goods shall not pass until:
 - 12.1.1. The Buyer has paid all amounts owing for the particular Goods; and
 - 12.1.2. 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.
 - 12.2. It is further agreed that:
 - 12.2.1. The Buyer shall not deal with the money of the Seller in any way which may be adverse to the Seller.
 - 12.2.2. 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 rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.
 - 12.2.3. If the Buyer fails to return the Goods to the Seller then the Seller or the Sellers 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.
 - 12.2.4. The Buyer shall not change the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller.
 - 12.2.5. The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Buyer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.
 - 12.2.6. The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer.
13. Personal Property Securities Act 1999
 - 13.1. Upon assenting to these terms and conditions the Buyer acknowledges and agrees that:
 - 13.1.1. These terms and conditions constitute a security agreement for the purposes of section 36 of the Personal Property Securities Act 1999 ("PPSA"); and
 - 13.1.2. 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 future by the Seller to the Buyer during the continuance of the parties relationship.
 - 13.2. The Buyer undertakes to:
 - 13.2.1. 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 ("PPSR");
 - 13.2.2. Indemnify, and upon demand reimburse the Seller for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any Goods charged thereby;
 - 13.2.3. Not register a financing change statement (in accordance with Regulation 9) or a change demand (in accordance with Regulation 10) without the prior written consent of the Seller;
 - 13.2.4. Give the Seller not less than 14 days prior written notice of any proposed change in the Buyers name and/or address, facsimile number or business practice); and
 - 13.2.5. 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.
 - 13.3. 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.
14. Personal Guarantee
 - 14.1. Upon assenting to these terms and conditions the Buyers Director(s) and/or Partners acknowledge that in the event of the Company or Partnership being unable to pay any current or future amounts owing to the Seller they jointly or severally accept full personal liability for those amounts owing to the Seller.
15. Cancellation
 - 15.1. The Seller may cancel these terms and conditions or cancel delivery of Goods and Services at any time before the Goods 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.
16. Unpaid Sellers Rights to Dispose of Goods
 - 16.1. In the event that:
 - 16.1.1. The Seller retains possession or control of the Goods; and
 - 16.1.2. Payment of the Price is due to the Seller; and
 - 16.1.3. The Seller has made demand in writing of the Buyer for payment of the Price in terms of this contract; and
 - 16.1.4. The Seller has not received the Price or the Goods, then, whether the property 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.
17. Lien and Stoppage in Transit
 - 17.1. Where the Seller has not received or been tendered the whole of the Price, the Seller shall have:
 - 17.1.1. A lien on the Goods;
 - 17.1.2. The right to retain them for the Price while the Seller is in possession of them;
 - 17.1.3. A right of stopping the Goods in transit whether or not delivery has been made; and
 - 17.1.4. A right of resale;
 - 17.1.5. The foregoing right of disposal; provided that the lien of the Seller shall continue despite the commencement of proceedings or judgement for the Price having been obtained.
18. General
 - 18.1. 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.
 - 18.2. All Goods and 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.
 - 18.3. The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
 - 18.4. The Buyer shall not set off against the Price amounts due to the Seller.
 - 18.5. The Seller will not be liable for any errors, admissions in any information contained within the Sellers paper or electronic communications and services.
 - 18.6. 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.
 - 18.7. In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.
- Signed by the Buyer: _____ Dated _____
- Printed Name of Buyer: _____