

BRITANNIA TEXTILES NZ LIMITED

CUSTOMER APPLICATION FORM

CUSTOMER: Trade Private

Limited Liability Company Partnership Sole Trader Other

Legal Name:

Trading Name:

Company Number if a company / Date of Birth if an individual:

Postal Address:

Delivery Address:

Email: Telephone: Fax:

Contact Person: Accounts Contact:

Name and Address of Directors / Partners / Proprietors / Shareholders

Name:	Designation:	Residential Address and Telephone Number:	Date of Birth:
.....
.....

CREDIT REFERENCES: Name, address and telephone numbers (minimum of 2 regular established accounts)

1.

2.

DECLARATION AND AGREEMENT:

In consideration of us agreeing to supply Goods to the customer named above, you (or in the case of a customer that is not a private individual, on behalf of the customer you):

- agree to the Terms of Trade set out on the reverse side of this form; and
- declare that the information supplied in this form is correct.

Full Name: Signed:

Designation: Date:

GUARANTEE:

In consideration of **BRITANNIA TEXTILES NZ LIMITED** agreeing to supply Goods to the Customer at my/our request:

- I/We unconditionally guarantee to **BRITANNIA TEXTILES NZ LIMITED** the due and punctual payment by the Customer of all moneys payable in accordance with the Terms of Trade set out on the reverse side of this form as and when the same become due and payable by the Customer.
- I/We agree to be deemed as principal debtor for all accounts held by the Customer with **BRITANNIA TEXTILES NZ LIMITED**.
- I/We agree that this guarantee shall be a continuing guarantee and shall not be discharged by any settlement or payment of account and that this guarantee is both joint and several.
- I/We agree that our liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
 - the granting of time, credit or the indulgence or other concession to the Customer;
 - any alteration, modification, variation or addition to any agreement in respect of the supply of goods and services; or
 - any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect, my/our obligations under this guarantee or any powers or remedies conferred upon **BRITANNIA TEXTILES NZ LIMITED** by this guarantee or by law.
- I/We confirm that I/we have been advised by **BRITANNIA TEXTILES NZ LIMITED** that I/we should seek legal advice before signing this guarantee.

Name: Signed: Designation:

Witness Name: **Witness** Signed: Date:

Name: Signed: Designation:

Witness Name: **Witness** Signed: Date:

Requested Credit Limit (Approx monthly spend) \$

Conditions Of Sale

In consideration of **Britannia Textiles NZ Limited** ("the Company") allowing the Customer to obtain goods on credit the Customer agrees:

To pay for all goods supplied from time to time by the Company on or before the 20th day of the month immediately following the date of the Company's invoice for those goods.

To pay interest at 10% per annum on all payments in arrears calculated from the due date for payment to the date of actual payment.

Any expenses, disbursements and legal costs incurred by the Company in the enforcement of any rights in this contract will be paid by the Customer including any and all reasonable Solicitors fees or debt collection agency fees.

That the Company will not be liable to the Customer for:

- a. any delay or failure to supply goods including delays or failure by the freight carrier; or
- b. any obvious defect in any goods supplied unless the Customer notifies the Company of the defect within 7 days of receipt of the goods;

Proviso: Nothing in this clause relieves the Company from any obligation which it may not, by law, contract out of.

The legal and beneficial ownership in all the goods from time to time supplied by the Company remains with the Company until all the goods have been paid for in full.

The risk in the goods passes to the Customer on delivery.

The Company is under no obligation to supply goods on credit to the Customer.

Personal Property Securities Act 1999

The Customer acknowledges that clause 5 creates a security interest ("Security Interest") (as that term is defined in the Personal Property Securities Act 1999 ("PPSA")) in the goods. The Customer will at the company's request promptly execute any documents, provide all necessary information and do anything else required by the Company to ensure that the Security Interest constitutes a Perfected Security Interest (as that term is defined in the PPSA) and which will have priority over all other Security Interests in the goods.

The Customer waives its right under the PPSA to receive a copy of any Verification Statement (as that term is defined in the PPSA).

That:

- c. the Customer will acquire all of the goods supplied by the Company for business purposes; and
- d. the guarantees and rights expressed or implied in the Consumer Guarantees Act 1993 in favour of the Customer shall not apply to the sale of any goods by the Company to the Customer and the proviso in clause 3 is subject to the provisions of this clause;

(Note: Delete this clause entirely if subclause a. does not apply.)

The Customer authorises:

- a. The Company from time to time to obtain from the Bankers and professional advisers of the Customer and/or other third parties all information that the Company reasonably requires to check the credit worthiness of the Customer; and
- b. Such persons to release that information.

All such information will be held at the Company's address and can be inspected and corrected by the Customer.

Customer Signature

For SUPPLIER Use Only: Credit Limit \$	Customer No:
Authorised by:	Approved by: