



Full name of applicant or limited company

Date of Birth (individual)

Trading as:

Sole trader

School

Individual

Company

Govt/SOE

Years In Business: Company Sole trader Govt / SOE

Other

**Company Details**

Address:

City

**Accounts Address (if different to above)**

City

Post Code

**Accounts Contact**

Phone

Fax

Cell phone

Email:

Email address for Invoices

**Directors Details**

Name

Address

Name

Address

Name

Address

Cell phone

Phone

Cell phone

Phone

Cell phone

Phone

**Business references**

Phone

To NZ Hardware Ltd - In the course of any enquiries or investigations that may be required by you to validate or otherwise my/our credit supply suitability either now or in the future I/we authorise any person or company to provide information of their experiences with us/me and I/we authorise your provision without further permission, of such information to others seeking further similar validation including and through other agencies

I/We agree to the Terms and conditions on listed on this form and confirm that all information provided is correct

Signed by the applicant

Dated

In the Presence of (print name)

Signed

Occupation

Address

**Personal guarantee**

- (1) In consideration of NZ Hardware Ltd agreeing to provide the goods and services as requested by the customer, the guarantor unconditionally guarantees the due and punctual payment by the customer of all monies payable in respect of the goods and services as and when the same shall become due and payable by the customer.
- (2) The guarantee shall be a continuing guarantee and shall not be discharged by any settlement on account.
- (3) The liability under this guarantee shall not be discharged, abrogated, prejudiced or effected by:
  - A. The granting of time, credit or other indulgence or concession to the customer, or
  - B. Any alteration, modification, variation or addition to any agreement in respect of the provision of goods and/or services; or
  - C. Any other act or omission or event which but for this provision might operate to discharge, impair or otherwise affect any obligation under this guarantee
  - D. If there are several guarantors of the customer their liability shall be joint and several

Signed by the Guarantor

	/ / / / /
Full Name	Signed
Occupation	
Home Address	

**NZ Hardware Ltd - TERMS & CONDITIONS OF SALE**

**1. TERMS USED**

- GOODS** Means all present and after acquired property that is invoiced to the purchaser by NZ Hardware Ltd including (but not so as to limit this clause) all door hardware, window hardware and any other goods as described in any invoice, quotation or tender document rendered by NZ Hardware Ltd to the purchaser.
- SERVICES** Means all services provided by NZ Hardware Ltd to the purchaser including without limitation the provision of all maintenance and installation and all charges for labour or work associated with the supply of services by NZ Hardware Ltd to the purchaser.
- THE ACT** Means the personal property securities act 1999.
- THE PURCHASER** Means any legal entity or person purchasing goods from NZ Hardware Ltd

**2. OWNERSHIP OF GOODS**

- A. NZ Hardware Ltd shall retain ownership of all goods and any proceeds in respect of a disposition of the goods until such time as full payment is received from the purchaser in respect of the goods, including all interest which may accrue if the purchaser has obtained the goods on credit.
- B. The purchaser agrees that clause 2a above creates a security interest, as that term is defined in the act, in the goods and their proceeds and that the provisions of the Personal Property Securities act 1999 & Security agreement shall apply.
- C. The purchaser shall carry the full risk of the goods from the date the purchaser takes possession of the goods.

**3. DEFAULT**

- 3.1 For the purposes of these terms and conditions a default event shall be one or more of the following:
  - A. Any default by the purchaser under these terms and conditions including failure to make payment;
  - B. The purchaser becomes insolvent or is adjudged bankrupt;
  - C. The purchaser ceases or threatens to cease to carry on business;
  - D. A receiver, liquidator, official assignee or statutory manager of the purchaser's assets is appointed;
  - E. The purchaser makes or proposes an arrangement or compromise with creditors;
  - F. Any other event which in the sole discretion of NZ Hardware Ltd gives rise to concern as to the timely payment of the purchaser's debts.
- 3.2 Where a default event occurs or the purchaser is in default of these terms and conditions and without prejudice to any other remedies NZ Hardware Ltd or its agents may enter the purchaser's premises or the place where the goods are located and remove the goods.

**4. ONLINE PURCHASING**

- 4.1 By placing an order through the website the purchaser makes an offer to buy particular goods. NZ Hardware Ltd will send an email to confirm the order is received and accepted, together with details of the anticipated delivery date and delivery point for the goods.
- 4.2 NZ Hardware Ltd reserves the right to refuse or cancel any orders if it believes an order has been placed fraudulently, if the requested goods are not available, or if there is an error in the price or the description of the goods.
- 4.3 All prices listed on the website are in New Zealand dollars and exclude tax. NZ Hardware Ltd reserves the right to alter prices at any time for any reason but once an order is confirmed as accepted the price applying to the goods in that order will not alter.
- 4.4 The purchaser must pay for the goods ordered by an approved credit card.
- 4.5 If NZ Hardware Ltd is unable to successfully process a credit card payment for an order that is accepted then the order may be cancelled.
- 4.6 The purchaser authorises NZ Hardware Ltd to debit the amount that is payable for an accepted order from its nominated credit card.
- 4.7 If NZ Hardware Ltd has previously agreed that the purchaser may obtain goods using an account, then the amount that is payable for the goods will be invoiced to the purchaser. The invoice is payable in accordance with these terms and conditions.
- 4.8 Deliveries will be made to the address specified by the purchasers when ordering. NZ Hardware Ltd shall be entitled to assume that any person accepting delivery of the goods is authorised to do so on the purchaser's behalf.
- 4.9 NZ Hardware Ltd may immediately suspend, terminate or limit access to and use of the website if these terms and conditions are breached and;
  - (a) The breach cannot be remedied; or
  - (b) The purchaser fails to remedy the breach within ten days of notice of that breach.

unless the goods that have been ordered are no longer available or NZ Hardware Ltd are prevented from supplying the goods, in which case all valid payments received for those goods will be refunded.

#### 5. RETURNS / CREDITS

5.1 Specially procured or custom-made non-standard goods that are not stocked by NZ Hardware Ltd are non-returnable.

5.2 Goods being returned for credit must be accompanied by goods returns number obtained from NZ Hardware Ltd. All returned goods must be received within 14 days from the date of invoice. Any goods returned without goods return number will be returned to the customer at their expense.

5.3 Credits will only be passed for returned stocked goods after a full inspection is carried out by NZ Hardware Ltd.

5.4 Any goods returned that are in a damaged condition or has damaged packaging or is missing components will not be credited and will be returned to the customer at their expense.

5.5 All goods credited are subject to a re-stocking fee no less than 20%.

#### 6. WARRANTY

6.1 Where the purchaser acquires the goods or services for business purposes the purchaser acknowledges that the provisions of the consumer guarantees act 1993 ("the act") are excluded. Unless otherwise stated, the only warranty applicable to the supply of goods and/or services hereunder is as per the written warranty handed over on delivery of the goods.

6.2 Claims in respect of defective goods must be notified within 7 days of receipt of goods and defective goods must be returned within 14 days following delivery. The purchaser shall have no claim with regard to goods which have already been processed, redelivered, altered or in any way utilized by the purchaser. No claim shall entitle the purchaser to withhold payment of any sum due to NZ Hardware Ltd under this or any others contract which NZ Hardware Ltd may have with the purchaser nor shall a claim give any right to set off any payment due by the purchaser to NZ Hardware Ltd.

6.3 The purchaser agrees and acknowledges that NZ Hardware Ltd assumes no liability for any direct or consequential loss or damage (including loss of profits) or any property damage or personal injury claim whether incurred or made by the purchaser of a third party, whether due to defective goods or a breach of the terms of this contract (including that arising from the negligence or otherwise of NZ Hardware Ltd, it's servants or agents).

#### 7. RETENTIONS

8.1 In the event of any dispute, the undisputed portion of the account shall be payable forthwith without any deduction by way of set off, counterclaim or other legal or equitable claim without the prior written consent of the NZ Hardware Ltd.

#### 9. ASSIGNMENT

9.1 The purchaser may not assign, sub-let or transfer any rights or obligations implied in this contract without the prior written consent of NZ Hardware Ltd

#### 10. SEVERABILITY

10.1 If any part, term or provision of these terms and conditions is found to be unenforceable or rendered to be ineffective by virtue of non-registration, illegality or otherwise, then such provision shall be severed without effecting the validity or enforceability of the rest of the agreement.

#### PAYMENT TERMS

All accounts for goods & services are repayable by the end of the month following the date of invoice. NZ Hardware Ltd may charge interest at the rate of 2% per month calculated on a daily basis on all amounts not paid by the due date. If the account is not paid within thirty days after the due date, our debt collection agent may charge you a fee equal to 25% of the price, but not less than \$25.00. Where the total debt collection agency costs, legal and other costs arising from the collection of any amount owing exceeds the debt collection fee charged our debt collection agent is also entitled to recover such additional costs from you. This clause is intended to be for the benefit of and is enforceable by our debt collection agent under the contracts privacy act 1982.

#### PERSONAL PROPERTY SECURITIES ACT 1999 & SECURITY AGREEMENT

A Notwithstanding the foregoing, the parties agree that for the purposes of the act these terms and conditions shall constitute a security agreement;

B NZ Hardware Ltd is the secured party and has a purchase money security interest in all present and future collateral supplied by NZ Hardware Ltd and NZ Hardware Ltd security interest shall extend to the proceeds of such collateral (including accounts receivable);

C NZ Hardware Ltd shall be entitled to register a financing statement on the personal property securities register to protect its interests hereunder;

D The purchaser shall promptly execute any document or provide any additional information to NZ Hardware Ltd to enable them to take a perfected security interest in the goods;

E The parties agree that nothing in sections 114(1) (a), 133 and 134 of the PPSA will apply to the security interest created by these terms and conditions;

F The purchaser waives its rights as debtor under sections 120(2), 121, 125, 126, 127, 129, 131, and 132 of the act;

G The purchaser waives its right to receive a copy of any verification statement confirming registration of a financing statement or a financing change statement relating to the security interest;

H The purchaser shall notify NZ Hardware Ltd of any change in information contained in this account application relating to the purchaser including but not limited to any change in address, business, name or legal entity of the purchaser, such change is to be notified to NZ Hardware Ltd seven days prior to the change taking effect. The purchaser shall complete a new account application form for a new legal entity if so required by NZ Hardware Ltd.

Please Return this completed form to:

**Email: [accounts@nzhardware.co.nz](mailto:accounts@nzhardware.co.nz)**

**Post: PO Box 7171, Fitzroy, New Plymouth 4312**

Office Use Only

Form Completed

References Checked

Account Approved Y/N

Customer Code

Customer Type

Account Code

Sales area

Credit Limit

Account Manager

Opened By

Date: