

Application for Credit Account

NOTE ALL SECTIONS MUST BE COMPLETED - * mandatory fields

*TRADING NAME OF ORGANISATION	GST Number		
.....		
*TYPE OF BUSINESS			
Company <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Trust <input type="checkbox"/>	Other <input type="checkbox"/>
*BUSINESS CATEGORY			
Garden / Hardware <input type="checkbox"/>	Giftware / Florist <input type="checkbox"/>	Health / Organic <input type="checkbox"/>	Markets <input type="checkbox"/>
New Age <input type="checkbox"/>	Pharmacy <input type="checkbox"/>	Stationery <input type="checkbox"/>	Supermarket <input type="checkbox"/>
Tourist <input type="checkbox"/>	Two Dollar Store <input type="checkbox"/>	Variety Store <input type="checkbox"/>	Web Based <input type="checkbox"/>
Other <input type="checkbox"/>	Please specify:		

FOR ORGANISATIONS (e.g. Companies, Partnerships, Incorporated Societies, Trusts, Govt Dept)	
*Full Legal Name of Organisation:	Year of Incorporation (if relevant):
.....
*How long has the organisation been trading?	Company Incorporation Number (if known)
.....
*Physical Address:	
.....	
Suburb/City:	Post Code:
*Postal Address:	
.....	
Suburb/City:	Post Code:
*Business Ph:	Mobile Ph:
.....
*Business Email:	Website:
.....
Any Previous Company Name:	*Premises:
.....	Leased / Owned (Please circle one)

*CONTACTS	
Accounts Payable	Phone:
.....	Email for accounts:
Key Buyer	Phone:
.....	Email for orders & web login:

*DIRECTORS/PARTNERSHIP DETAILS (Incl. Sole Traders)	Number of Partners: _____ (if partnership)
Full Names of first and second directors/partners/sole traders (if more than 2, please provide additional information on a separate sheet)	
1.	DOB (for credit check):
2.	DOB (for credit check):
*Residential Address:	
*The Property is	
1.	Rented <input type="checkbox"/> Owned by You <input type="checkbox"/>
2.	Rented <input type="checkbox"/> Owned by You <input type="checkbox"/>

***TRADE REFERENCES (3 required)**

Please do not include credit card companies, finance institutions, accountants or utility suppliers

1. Company Name:
 Contact Person: Contact Number:

2. Company Name:
 Contact Person: Contact Number:

3. Company Name:
 Contact Person: Contact Number:

ON BEHALF OF THE CUSTOMER

- 1: I/We warrant to the Company that the above information is accurate and correct and acknowledge it will be relied upon by the Company and that I/We are authorised to sign on behalf of the Customer.
- 2: I/We have read and understood the Terms of Trade as attached to this document and agree that those terms are the terms which you will apply in respect of all contracts for the supply of Goods to you by the Company.
- 3: I/We acknowledge that the Terms of Trade are subject to change at any time by notice to you and that current Terms of Trade can be viewed on the Company website www.mtmeru.co.nz under "Terms & Conditions".
- 4: I/We agree to make all payments due to the Company by the due date. If payment is not made by the due date, then (without limiting the Company's other rights, powers and remedies), you agree to pay interest at the rate specified in the Terms of Trade.
- 5: I/We agree to continue to make at all times full and accurate disclosure to the Company of any material information that may affect the Company's decision to continue granting a credit facility to you.
- 6: The personal information provided or obtained in support of this application (whether on this form or otherwise) will be held by the Company and will be used by it for any/or all of the following purposes;
 - a. Determining eligibility and terms for the provision of credit to you;
 - b. Enforcing debts and other legal obligations owing to the Company; and
 - c. Disclosure to third parties associated with any of the foregoing purposes.
- 7: I/We irrevocably authorise all persons, companies and other entities to provide the Company with such information as it may at any time request about our company (including where applicable, your directors) in relation to any of the purpose listed above and/or any directly related purposes. I/We further authorise the Company to furnish to any third party details of this application and any subsequent dealings that you may have with the Company as a result of this application being actioned by the Company and to use for any lawful purpose connected with the Company's business any information which you or any third party may provide to the Company.

*Signed for and on behalf of the Customer

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Name: Name:

***PERSONAL GUARANTEE**

In the case of a Company the Directors of the Customer do jointly and severally personally guarantee the due and punctual payment to the Company of all payments due to the Company by me/us and irrevocably and unconditionally indemnify the Company against any loss or damages the Company may suffer as a result of my/our failure to pay the Company. In addition, no granting of time extension, waiver or neglect to sue on the part of Mt Meru Wholesale Limited shall impair this guarantee.

Guarantor Signature 1: Date of Birth:

Guarantor Full Name (Please print):

Guarantor Signature 2: Date of Birth:

Guarantor Full Name (Please print):

OFFICE USE ONLY

Date account loaded:

DOB for each person completed

References checked

Credit Check completed

Web login details sent

Application signed

Guarantee signed

Mt Meru Wholesale Limited - Terms of Trade

The Terms of Trade set out below, govern all of the supplies of goods and services ("Goods") from Mt Meru Wholesale Limited ("the Company", "we", "us") to you.

Your acceptance of any Goods from us indicates your acceptance of these terms of trade.

These terms of trade are effective from the date you receive them and replace all earlier terms between you and the Company.

1. Prices

Stated or quoted prices are exclusive of GST.

You shall pay to the Company the amount of any GST that may be payable by the Company as a consequence of supply of the Goods as defined by the GST Act under and pursuant to these terms of trade ("Terms"), such payments to be made at the time when the relevant supply is deemed to take place under and pursuant to the relevant provisions for the GST Act.

Prices are subject to change without notice. We will invoice Goods at the prices ruling at the time you place your order.

You shall make all payments due to the Company without any deduction, whether by way of set-off, counterclaim, or any other equitable or legal claim.

2. Payment

Unless the Company has agreed in writing to open a credit account for you, you must pay for Goods in cash, direct credit or by approved credit card on placement of your order.

Where the Company has agreed to extend credit to you, you must pay in full by the 20th day of the month following the date of the invoice. You will not be considered to have paid until the payment has been fully cleared through the banking system into the Company's bank account. If the Company has agreed to accept your payment by direct debit from your bank account, you undertake to keep your bank account in sufficient funds to meet the direct debit. If any direct debit is reversed, the Company may refuse to supply any further goods until you have paid all outstanding sums in full.

The Company reserves the right to require payment of the whole or part of the price of the Goods before accepting any order or part order. If your account becomes overdue, the Company reserves the right to place your account on a non-supply or cash only basis.

If you have not paid in full by due date, the Company may charge you interest compounding monthly on unpaid overdue balance at the rate of 15% per annum above the current overdraft rate charged by the Company's bankers, and the Company may at its option charge costs (including collection costs and legal costs on a solicitor-client basis) and suspend delivery of further Goods until the account is paid.

3. Delivery

Although the Company will endeavour to meet any stated delivery date, it is not liable for, and you are not entitled to cancel its order for non-delivery or late delivery, howsoever caused, or failure to deliver by any specific method or by any particular vehicle, vessel or craft.

Delivery of the Goods occurs when the Goods are available for transportation from the company premises.

Notwithstanding the provisions in clause 6, the risk in the Goods passes to you on delivery.

4. Title and Risk - Personal Properties Security Act 1999

Title in the products does not pass in any circumstance until payment of the purchase price and all other amounts are made in full in respect of those products. It is expressly agreed that title to the products does not pass upon delivery or the giving and taking of possession and the vendor reserves the right to recover possession of the products and to enter upon the customer's premises without notice for such purpose in the event of any default in payment. The customer grants to the vendor a security interest in all goods supplied under this contract, and their proceeds. At the request of the vendor, the customer will execute any documents and do anything else the vendor requires to ensure that the security interest created under these terms and conditions constitutes a first ranking perfected security over the goods and their proceeds of sale and the customer will supply all information the vendor requires to complete the financing statement or a financing change statement. The customer waives any right to receive a verification statement under the Act. The vendor and the customer agree that sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129, 131, 133 and 134 of the Personal Properties Securities Act 1999 do not apply to the security created by these terms and conditions.

Notwithstanding that title does not pass, risk in the product passes upon the product being uplifted by or dispatched to the customer even if payment has not been made in full.

5. Claims & Limitation of Liability

Subject only to any mandatory liability or guarantee imposed by statute, and without prejudice to any rights granted thereby to you;

All warranties, descriptions, representations, or conditions, whether implied by law, trade, custom or otherwise and whether relating to fitness, merchantability, suitability for purpose, or otherwise, and all specific conditions, even though such conditions may be known to the Company, are expressly excluded; and

The Company shall not be liable in any way whatsoever to you or any third party, whether in tort (including negligence), contract, or otherwise, for an loss or damage whatsoever, whether direct, indirect, special, or consequential, and all such liability is expressly excluded; and the liability of the Company in respect of any Goods shall in any event be limited to the lesser of the purchase price of the Goods complained of, the cost of replacing the defective Goods, and the actual loss or damage suffered by you.

Subject to any statutory rights and remedies that you may have in respect of any claim by you which established that the Goods supplied were defective, your rights and remedies shall be limited in accordance with Clause 5.1.3, and shall be subject to the following conditions:

All claims must be received by the Company within Ten (10) days of the Invoice Date of the Goods and, where applicable, the dispatch number must be quoted by you;

All claims must be specifically identifying the defect and, be accompanied by a photograph of the defective Goods or a sample thereof;

The Company shall have a reasonable opportunity to investigate the claim; and

The Company may at its complete discretion, replace or give credit for the Goods established to be defective, and this replacement or credit shall be deemed to fully satisfy any claim by you in respect of any such Goods. If a credit is provided for defective goods, this must be used within 6 months of being issued against further purchases.

If the Company replaces defective Goods, it shall deliver such Goods to your premises at the Company's risk and expense.

6. Goods returned for credit

The Company is not obliged to accept the return of any Goods for credit. Requests for Goods to be returned for credit will be considered only if received in writing within 10 days of the delivery of the Goods and quoting the dispatch number, and if the Goods are in the same condition as dispatched. The Company may grant or refuse any such requests at its sole discretion. Any credit note given for returned items must be used against a purchase within 6 months of the issue date.

7. Your undertakings relating to Consumer Guarantees Act 1993 ("the Act")

You undertake in relation to Goods acquired from the Company not to give any express written guarantees on behalf of the manufacture, or distributor of the Goods or on behalf of the Company except with the Company's express written approval.

That you will not use the Company's Goods for any purpose for which they are not suitable and will (wherever appropriate) correctly advise your customers as to the purposes to which the Company's Goods should or should not put.

That, any literature that you may supply, which relates to the Company's Goods, will comply with the Act.

To immediately notify the Company in writing of any claim you may receive pursuant to the Act, giving details of the Company's Goods concerned, and the claimant's contact information.

To, effectively, and in writing, contract out of the Act whenever you agree to supply the Company's Goods to your own customer, for the purposes of that Customer's business.

If at any time you expressly or by implication hold yourself as acquiring from the Company Goods for resale or for the purposes of a business, all supplies of Goods to you by the Company shall be deemed to be for the purposes of your business (as that term is defined in the Act). In such event as between the Company and you, the guarantee provision of the Act is expressly excluded and shall not apply to any supplies of Goods by the Company to you.

8. Your indemnity to the Company

You indemnify the Company against all claims, costs, damages or liability incurred by the Company in respect of your sale of the Goods and/or failure to comply with these Conditions.