

R & A McLean Holdings Ltd
trading as



BOTANICAL
HOMEWARE

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NEW CLIENT APPLICATION FORM

REGISTERED COMPANY / PARTNERSHIP / SOLE TRADER / CUSTOMER NAME: _____

TRADING ADDRESS/DELIVERY ADDRESS: _____ POST CODE _____

POSTAL ADDRESS: _____ POST CODE _____

LOCATION AND NAME OF REGISTERED OFFICE: _____

TELEPHONE: BUSINESS _____

CONTACT NAME: _____ PHONE: _____

POSITION: _____ EMAIL: _____

ACCOUNTS EMAIL: _____

EMAIL ADDRESS FOR COURIER DESPATCH ADVISES: _____

ALL STATEMENTS AND SPECIALS WILL BE SENT BY EMAIL

DATE INCORPORATED OR PARTNERSHIP ESTABLISHED: _____

NAME OF DIRECTORS/PARTNERS	PRIVATE ADDRESS	PHONE
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____

ACCOUNTANT: _____ PHONE: _____

TRADE REFERENCES – 3 REQUIRED

1. _____
2. _____
3. _____

PROJECTED MONTHLY TRADE: \$ _____

ACCEPTANCE OF CREDIT ACCOUNT CONDITIONS:

I/We hereby apply to have payment of my/our company's purchases on the basis of payment on the 20th of the month following the invoice and I/we have duly read and understood the terms and conditions of supply printed on the overleaf and agree to the terms and conditions stated.

SIGNED: _____ PRINTED NAME: _____

POSITION: _____ DATED: _____

(I am a duly authorized officer of the Company detailed above)

TERMS AND CONDITIONS OF TRADING FOR Botanical Homeware (the "Company")

GENERAL

Any goods supplied by the Company to the Customer will be supplied on the terms and conditions. If the Customer orders goods the Customer will be deemed to have accepted these terms and conditions. The only circumstances where any variation to these terms and conditions will apply are where the Company has expressly agreed in writing to that variation. The Company may amend these Terms and Conditions by providing written notice to the Customer. Each amendment to these Terms of Trade will take effect immediately for all new orders placed after the Company send the Customer written notice of the amendment and, for any products or services under existing order; 30 days after the Company send the Customer written notice of the amendments.

1. PRICE

- 1.1 Goods will be invoiced at the price plus GST contained in the Company's price list current on the date of delivery unless otherwise expressly agreed in writing by the Company.
- 1.2 The Customer acknowledges that the Company may alter prices without notice and that the purchase price of goods may be different from the price quoted (as quoted prices do not include GST and Freight) or the current price when goods are ordered.

2. PAYMENT

- 2.1 Unless the Company agrees to payment being made in terms of clause 2.2 all sales are cash sales.
- 2.2 If the sale is not a cash sale the invoiced price of the goods is to be in full on the 20th of the month following the date of invoice of the goods.
- 2.3 If payment is not made on the due date in terms of clause 2.2 the Customer will if requested by the Company pay default interest before Judgment on all overdue amounts at the rate of **2.5%** per month (plus GST in respect of the interest).
- 2.4 The Customer may not deduct or withhold any amount (whether by way of set-off counterclaim or otherwise) from any money owing to the Company.
- 2.5 The Customer may not withhold any amount as retention except where the company has agreed in writing that the Customer may withhold an agreed amount.

3. DELIVERY

Where the company has agreed in writing to arrange the carriage of goods:

- (a) Delivery will be deemed to have been made when goods arrive at the delivery address agreed with the Customer.
 - (b) The Customer will be responsible for ensuring at its own costs that all delivery sites have sufficient and suitable means of access. In the event such access is not provided the customer will reimburse the Company for all its costs. The Company shall at its discretion determine whether there is sufficient and suitable access.
 - (c) If the goods cannot be delivered or if the Customer fails or refuses to take delivery of any goods at any agreed delivery time, the Company may (without limiting any other right the Company may have) charge the Customer for any of the following expenses:
 - (i) Hourly truck and driver rates for waiting time for excessive delays.
 - (ii) Transportation, disposal of the goods or any other additional expenses incurred in relation to the goods.
- 3.1 The Company will endeavour to have goods delivered on the agreed delivery dates but will not be held liable for a late delivery; late delivery does not entitle the Customer to cancel any order or part order.
 - 3.2 All claims for error or short delivery must be made to the Company within 5 days of delivery.

4. OWNERSHIP

- 4.1 Title to any goods supplied by the Company shall not pass to the Customer until all amounts owing by the customer to the Company in respect of those goods and all goods supplied by the Company have been paid.
- 4.2 The Customer agrees that until title in them passes to the Customer all goods supplied are held by the Customer for and on behalf of the Customer as Bailee and if requested by the Company the Customer will store them in such a way that it is clear they are the property of the Company.
- 4.3 If the Customer wishes to resell or use any goods before title to them passes to the Customer the Customer may do so only by way of bona fide sale in the ordinary course of business and the Customer shall hold the proceeds of such a sale on trust for the Company and shall account for such proceeds.
- 4.4 If any amount payable by the Customer to the Company is overdue, or the Customer fails to meet any other obligation to the Company, or in the Company's option the Customer is likely to be dispose of them for its own benefit and for that purpose the company shall be entitled without notice to enter directly or by its agents on any premises where it believes goods which it supplied may be, without in any way being liable to any person. The Company shall be entitled to sell any goods to recover any moneys owing by the Customer.

5. SECURITY

- 5.1 The Customer acknowledges that the contract creates a security interest as defined in the Personal Property Securities Act 1999 (PPSR) in the goods.
- 5.2 The Customer waives its right under the PPSR to receive any verification statement in respect of any financing statement or financing change statement registered in respect of the goods pursuant to section 148 of the Personal Property Securities Act 1999.

6. NO WARRANTY

- 6.1 Under no circumstances is the company liable for any claim, action, demand, suit, loss, legal fee or other cost or expense of any kind whether directly or indirectly arising from the use or inability to use any goods or services supplied by the Company.
- 6.2 Pursuant to section 43 of the Consumer Guarantees Act 1993, that Act will not apply where the Customer acquires or holds itself out as acquiring the goods and services for the purpose of business. Except to the extent that the Consumer Guarantee Act does apply, no warranties are given by the Company in respect of goods or services supplied whether in respect of quality, fitness for intended purposes or otherwise and all warranties implied by law are expressly excluded.
- 6.3 If the Company is ever liable to the Customer, or any other person, then the Company cannot rely on the exclusion of representation, warranties or liability set out above, and then the liability of the company is in all cases limited to the amount of the price of the goods.

7. ACCOUNT COLLECTION

- 7.1 The Company may, at its discretion, forward details of any amounts remaining outstanding and overdue for payment, to a recovery agency of the Company's choosing for the purpose of effecting collection of any monies under this agreement.
- 7.2 Should the Company utilize the services of a recovery agent, including not limited to, a debt collection company, private investigator, legal agent, or solicitor, the Customer undertake to indemnify and make payment to the Company all costs where these cost be on a fixed or contingent basis, in regard to the collection of any monies owed by the Customer. If a decision is made by the Company to recover the costs using legal proceedings, these costs may at the discretion of the Company form part of the Statement of Claim and be added to the amount owed.

9. CONSUMER GUARANTEES ACT

- 9.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods or services from the Company for the purposes of a business in terms of section 2 and 43 of that Act.

10. CANCELLATION

- 10.1 The Company shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or part any contract for the supply of goods or services to the Customer if the Customer fails to pay any money owing after the due date, or if the Customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967, or if liquidation proceedings are commenced in relation to the Customer, or if the Customer shall otherwise become bankrupt or insolvent, or if any other event occurs which evidences a lack of credit worthiness or solvency on the part of the Customer.
- 10.2 Any cancellation or suspension under clause 10.1 of this agreement shall not affect the Company claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the Customer's obligations to the Company under this contract.

11. MISCELLANEOUS

- 11.1 If at any time the Company does not enforce any of these terms and conditions or grants the Customer time or other indulgence, the Company shall not be construed as having waived that term or condition or its right to later enforce that or any other term or condition.
- 11.2 Should a dispute arise between the Company and the Customer both parties give their consent that the matter can be dealt with through the Disputes Tribunal of the District Court.
- 11.3 From time to time the company offers specials on products. Please choose carefully, unless the product is damaged sale goods are not returnable – credit note will be given once company representative has confirmed damage.

11. PRIVACY ACT STATEMENT

- 12.1 I/We authorize any person or company to provide you with such information as you require in response to your credit enquires or your provisions of credit to the company.
- 12.2 I/We authorize you to furnish to any third party any details contained in this application and any details of subsequent dealings that I may have with you as a result of this application being actioned by you and to use any lawful purpose connected with your business any information which I or any third party may provide to you.