



Account No.:

Opened By:

Date:.....

Support Office: 9 Astley Ave, New Lynn, Auckland, Ph:(09) 828 7169.

CREDIT ACCOUNT APPLICATION FORM AND TERMS OF TRADING AGREEMENT

Legal Name:

Trading Name:

Postal Address:..... Postcode:

Delivery Address:

Email:

Phone: (0)..... Fax: (0)..... Mobile: (0).....

Business Status: ☐ Sole Proprietor ☐ Partnership/Trust ☐ Incorporated Company ☐ Other

Established:..... No. of Employees:..... Company Number:.....

Brief Description of Business:

Accounts Department Contact Name:

Estimated Monthly Credit Required: \$.....

Phone: (0)..... Fax: (0)..... Email:

Email Address for Invoices/Credit Notes:

Email Address for Statements (if different):

Optional Email Address/s for "Despatch Advice" details of orders:

Purchasing Contact Name:

Back Orders Accepted: Yes ☐ No ☐

Upon activation of this account, please activate online account: Yes ☐ No ☐

Online Administrators Contact Name:

Email:

Directors'/Partners' or Sole Traders' Names, Residential Addresses and Dates of Birth:

Name:

Residential Address:

Date of Birth:

Name:

Residential Address:

Date of Birth:

Accountant Name:

Address:

Phone: (0).....

Bank and Branch:

Bank and Branch Numbers:

PAYMENT TERMS: Payment of Account shall be made by the 20th of the month following the month in which the invoice was issued

CREDIT FACILITIES MAY BE WITHDRAWN ON OVERDUE ACCOUNTS AT THE COMPANY'S DISCRETION AND WITHOUT NOTICE.

I hereby apply to open a trading account with Croxley Stationery Limited (CSL). I/We have already read and fully understand the Company's Terms and Conditions of Trading Agreement on Page 2 of this application and agree to abide by them.

Signature: (Authorising Signatory Only)

Name:

Position Held:

Date:

GUARANTEE

In consideration of CSL (including all its subsidiaries and brands) agreeing to supply

(Name/Address)

..... (the Customer)

with Goods on credit, I/we hereby jointly and severally agree with CSL as follows:

- I/We hereby guarantee the due performance by the Customer of the terms and conditions attached hereto and I/we hereby guarantee to you the payment of any monies advanced by way of credit to the Customer.
- This agreement shall be a continuing guarantee to CSL for all debts whatsoever and whensoever contracted by the Customer with CSL, in respect of goods to be supplied to it.
- CSL shall be at liberty without notice to me/us at any time and without in any way discharging me/us from liability hereunder to grant time or other indulgence to the said Customer and to accept payment from the customer in cash or by other means of negotiable instruments and to treat me/us in all respects as though I/we were jointly liable with it to CSL instead of being merely surety for it.

Dated this:

Day of: Year:

Signed:

Witness:

Printed Name of Guarantor:

Witness Occupation:

Position in Company:

Witness Address:

TERMS & CONDITIONS OF TRADING AGREEMENT

CSL shall mean Croxley Stationery Ltd or any agent or employees thereof. **Customer** shall mean any person acting on or on behalf of and with the authority of the Customer or a person purchasing products or services from CSL. **Goods** shall mean all Goods and/or inventory supplied by CSL. **Goods and services** shall also mean all goods, products, services and advice provided by CSL to the Customer and shall include, without limitation, the creation, manufacture and supply of all products and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Goods and Services by CSL to the Customer. **Price** shall mean the cost of the Goods and Services as agreed between Croxley and the Customer and includes all disbursements. **Security Interest** means security interest as defined in the Personal Property Securities Act 1999. This agreement applies to all CSL Sale of Goods contracts. Any order placed with CSL constitutes the Customers agreement to be bound by this agreement. Any additional or different terms stipulated by the Customer or stated in any communication with CSL (including an order) are hereby objected to and will not bind CSL unless agreed in writing. No salesperson, representative or agent is authorised by CSL to give any guarantee, warranty or representation in addition to, or contrary to this agreement. In any event, receipt of goods by the Customer (or another as directed by the Customer) upon delivery constitutes the Customer's agreement to be bound by this agreement.

1 PRICE AND PRICE VARIATION

- 1.1 Prices prevailing at the time of delivery apply.
- 1.2 Croxley Stationery Limited (CSL) shall be entitled to adjust any price quoted from time to time and the Customer agrees to pay any such adjusted price to take account of variations in the cost to CSL of carrying out the whole or any part of the Contract arising from any of the following:
 - (a) delays in delivery or installation of the Goods or any of them as a result of instructions or lack of instructions from the Customer, the Customer's failure or inability to fulfil the obligations under the Contract or any action or inaction by the Customer or other circumstances beyond CSL control;
 - (b) variation in the cost of CSL's acquiring the Goods, directly or indirectly, on account of changes in rates of freight and transport costs, insurance, customs, duties, taxes, existing tariff classifications or any variation in currency exchange rates;
 - (c) variations in the cost of rates of all statutory, government or local government or governmental authority charges and obligations; or
 - (d) any correction of errors or omissions on the part of CSL or any of its representatives.
- (e) The Customer agrees to notify CSL of any claims for credit for pricing within 14 days of the date of the invoice.
- (f) CSL reserves the right to levy a service charge for all orders as advised from time to time.

2 ORDER NUMBER

- 2.1 CSL will endeavour to include on invoices, all order numbers and names advised to CSL at the time of the order by the Customer as proof of order. However, if false or incorrect order numbers are advised to CSL by the Customer's staff members, the Customer will remain responsible for the payment of those orders.

3 GST

- 3.1 All Goods sold, except for export outside New Zealand, are subject to Goods and Services Tax.

4 PAYMENT

- 4.1 Unless otherwise agreed in writing, the purchase price shall be paid to CSL at its address by the 20th of the month following the month in which the invoice was dated.
- 4.2 If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of payment as provided in 4.1. Payment of the disputed portion may be withheld, provided the matter is brought to CSL's attention immediately it is discovered and a letter of explanation setting out the particulars of the dispute is sent to CSL within seven days of the dispute arising.
- 4.3 CSL reserves the right to suspend delivery of further goods if the terms of payment are not strictly adhered to by the Customer.
- 4.4 Interest may be charged on overdue accounts at such rate as may be charged by CSL from time to time.
- 4.5 Any expenses, costs or disbursements incurred by CSL in recovering any outstanding monies, including debt collection agency fees or solicitors costs, shall be paid by the Customer.

5 DELIVERY

- 5.1 CSL shall deliver the Goods to the address stated on the Order or as agreed by CSL in writing.
- 5.2 CSL shall deliver the Goods by such carrier and such form of transport as CSL consider to be appropriate.
- 5.3 Where the Customer specifies the carrier and the means of carriage, CSL shall deliver the Goods in the way specified, the cost of such carriage being an additional charge to the invoiced price of the Goods.
- 5.4 CSL will not be responsible for any part delivery or delay in delivery of the Goods as a result of events occurring beyond CSL's control. CSL shall not be in any way responsible for any consequences (direct or indirect) arising from such delay or non-delivery.
- 5.5 The Customer agrees to inform CSL within 14 days of the date of invoice when proof of delivery is required. After this period, no liability will lie with CSL for proof of delivery and any costs procuring the POD are payable by the Customer.
- 5.6 The Customer agrees to inform CSL within 14 days of any short supplies or mis-shipments. After this period no liability will lie with CSL to investigate the claim. Credit approval will be subject to CSL investigation.

6 PRIVACY ACT 1993

- 6.1 The Customer authorises CSL to collect, retain, and use personal information about the Customer (including the information collected in this document) for the following purposes:
 - (a) assessing the Customer's creditworthiness;
 - (b) disclosing to a third party details of this application and any subsequent dealings it may have with CSL for the purpose of recovering amounts payable by the Customer and providing credit references;
 - (c) marketing goods and services provided by CSL.
- 6.2 The Customer, if an individual, has a right of access to information about the Customer held by CSL. The Customer may request correction of that information and may require that the request be stored with that information. CSL may charge reasonable costs for providing access to that information.

7 INTELCTUAL PROPERTY

- 7.1 Where CSL has followed a design or instruction furnished by or given by the Customer, the Customer shall indemnify CSL against all damages, penalties, costs and expenses of CSL or in respect of which CSL may become liable through any work required to be done in accordance with these instructions involving an infringement of a patent, trademark, registered design or common law right.
- 7.2 Should CSL be required to match any shade or colour a light and dark tolerance shall be allowed to such an extent as shall be agreed by CSL and the Customer at the time the standard colour is specified and in the absence of any agreement a reasonable tolerance shall be allowed.
- 7.3 Where the Customer supplies a mould, die, tool, printing plate or any other item used in the manufacturing process the Customer shall reimburse CSL for all maintenance expenses. CSL shall not be liable for any loss or damage to moulds, dies, tools or materials supplied by the Customer to CSL for the purposes of fulfilling any contract.

- 7.4 Printing plates, stereotypes, film, artwork and all other equipment for specific use in the manufacture of the goods (other than those supplied by the Customer) remain the property of CSL unless the cost thereof (including all development and costs relating thereto) shall have been fully recovered by CSL from the Customer in the costing of the goods already paid for by the Customer.

- 7.5 All information prepared by CSL including, without limitation, customised pricing, proposals, electronic catalogues, details of improvements and cost reductions, is the intellectual property of CSL and cannot be copied, altered or distributed without CSL's prior written consent. CSL will not be liable for any alterations made by the Customer.

8 RETURN OF GOODS

- 8.1 CSL will not accept the return of Goods for credit or any other purpose unless accompanied by a CSL Return Authorisation Number (RA No.). An RA No. only authorises the return of Goods and does not constitute an agreement to credit. Return of Goods will only be accepted for credit within 14 days of delivery. Return freight will be at CSL's cost only when error is on the part of CSL.
- 8.2 No returned Goods shall be accepted by CSL (even if CSL agree to do so) if:
 - (a) they have been tampered with by the Customer or any other person and are not as new;
 - (b) if they are not accompanied by the RA No. referred to in Condition 8.1.
- 8.3 Where goods are returned to CSL as above, they shall be returned to the Customer at the Customer's expense.
- 8.4 Receipt by CSL or by any CSL agents or representatives of any Goods returned other than in accordance with Conditions 8.1 and 8.2 shall not constitute nor be deemed to constitute our acceptance of the return of the Goods for credit or any other purpose.
- 8.5 CSL may charge the Customer an administration and restocking fee on returns that are not a consequence of a CSL error or fault.

9 RISK

- 9.1 Risk in the Goods shall pass to the Customer at the time when CSL obligations under the contract are deemed under Condition 5 to be completed.
- 9.2 No liability for consequential loss or damage which may arise from the use of the goods sold for any purpose whatsoever, will be accepted.

10 TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 10.1 Title in any Goods supplied by CSL to the Customer passes to the Customer only when the Customer has made payment in full for all Goods and Services provided by CSL and of all other sums due to CSL by the Customer in any account whatsoever. Until all sums due to CSL by the Customer (Indebtedness) have been paid in full, the Customer grants CSL a security interest (Security Interest) in all Goods supplied by CSL to the Customer, and any proceeds of such Goods, and, where the Goods and / or their proceeds are not readily identifiable or traceable or their recoverable value is insufficient to pay the Indebtedness, all the Customer's present and after-acquired property that CSL has performed services on or to or in which goods or materials supplied or financed by CSL have been attached or incorporated., to the extent required to secure the Indebtedness.

- 10.2 CSL shall be entitled to register a Financing Statement on the Personal Property Securities Register (PPSR) over the Customer in respect of its Security Interest. As and when required by CSL, the Customer shall, at its own expense, provide all reasonable assistance and relevant information to enable CSL to register the Financing Statement or a Financing Charge Statement and generally to obtain, maintain, register and enforce CSL's Security Interest in accordance with the Personal Property Securities Act 1999 (PPSA).

- 10.3 The Customer shall not change its name without first notifying CSL of the new name not less than 7 days before the name change takes effect.

- 10.4 The Customer waives its right under section 148 of the PPSA to receive a copy of the verification statement relating to the registration of the Financing Statement.
- 10.5 Until the Customer has paid all amounts owing to CSL the Customer shall ensure at all times that:

- (a) the goods supplied by CSL, while in the Customer's possession, can be readily identified and distinguished; and / or
- (b) all Proceeds (in whatever form) that the Customer receives from the sale of any of the Goods, are readily identifiable and traceable.

- 10.6 Where the Goods are purchased by the Customer as stock in trade for sale or lease in the ordinary course of the Customer's business, nothing in this clause shall prevent the Customer from selling or leasing and delivering the Goods in the ordinary course of the Customer's business. Otherwise, until the Customer has paid all amounts owing to CSL, the Customer shall not sell or grant a Security Interest in the Goods without CSL's written consent.

- 10.7 Any costs incurred by CSL in exercise of the powers hereunder, whether relating to registration of security interest, repossession, storage or resale of goods supplied (including legal costs between solicitor and their client) shall be immediately due on demand and payable by the Customer to CSL.
- 10.8 CSL reserves the right to take possession of the secured Goods as defined in Section 16 of the Personal Property Securities Act 1999.

- 10.9 If the Goods are attached, fixed or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods shall remain with CSL until the Customer has made payment for all Goods and Services, and where those Goods are mixed with other property so as to be part of or a constituent of any new Goods, title to these new Goods shall be deemed to be assigned to CSL as security for the full satisfaction by the Customer of the full amount owing between CSL and the Customer.
- 10.10 The Customer gives irrevocable authority to CSL to enter any premises occupied by the Customer or on which Goods are situated at any reasonable time after default by the Customer or before default if CSL believes a default is likely and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are incorporated. CSL shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor in contract nor in tort or otherwise in any way whatsoever unless by status such liability cannot be excluded. CSL may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Goods and credit the Customer's account with the invoice value thereof less such sum as CSL reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.

- 10.11 Where Goods are retained by CSL pursuant to clause 10.10, the Customer waives the right to receive notice under Section 120 of the Personal Property Securities Act 1999 ("PPSA") and to object under Section 121 of the PPSA.

- 10.12 The following shall constitute defaults by the Customer:
 - (a) Non payment of any sum by the due date.
 - (b) The Customer intimates that it will not pay any sum by the due date.
 - (c) Any Goods are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods.
 - (d) Any Goods in the possession of the Customer are materially damaged while any sum due from the Customer to CSL remains unpaid.
 - (e) The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a No Asset Procedure or a Voluntary Administration is entered into or a landlord distains against any of the Customer's assets.
 - (f) A Court judgment is entered against the Customer and remains unsatisfied for 7 (seven) days.

- 10.13 (g) Any material adverse change in the financial condition of the Customer. If the Credit Repossession Act applies to any transaction between the Customer and CSL, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

11 PAYMENT ALLOCATION

- 11.1 CSL may in its discretion, allocate any payment received from the Customer towards any invoice that CSL determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by CSL, payment shall be deemed to be allocated in such manner as preserves the maximum value of CSL's Security Interest in the Goods.

12 GUARANTEES

- 12.1 Where the Goods are of a kind ordinarily acquired for personal, domestic or household use or consumption in accordance with the Consumer Guarantees Act 1993 and the Consumer Guarantees Act 1993 applies to this contract:
 - (a) If any of the Goods fail to comply with any guarantee in the Consumer Guarantees Act, CSL will repair or replace these Goods.
 - (b) Without excluding CSL's obligations under the Consumer Guarantees Act 1993, the Customer acknowledges that CSL does not provide any Express Guarantees (as defined in that Act) other than those expressly confirmed by CSL in writing.
 - (c) If the Goods are acquired by the Customer for business purposes, the Customer agrees that the Consumer Guarantees Act 1993 does not apply.
 - (d) If the Customer supplies the Goods in trade to a person acquiring them for business purposes, it must be a term of the Customer's contract that the Consumer Guarantees Act 1993 does not apply in respect of the Goods and
 - (e) If the Customer supplies the Goods to any person, the Customer must not give or make any undertaking assertion or representation in relation to the Goods without CSL's prior approval in writing, and the Customer must give the person buying the goods such product information relating to the Goods as CSL requires and the Customer agrees to indemnify CSL against any liability or cost incurred by CSL under the Consumer Guarantees Act 1993 as a result of any breach by the Customer of these obligations.

- 12.2 The following terms apply whenever the Consumer Guarantees Act 1993 does not apply to this contract or where the following terms are not inconsistent with the Consumer Guarantees Act 1993:

- (a) Defective Goods or Goods which do not comply with the contract may at CSL's discretion be repaired or replaced, or the price refunded.
- (b) Any right which the Customer may have to reject non-conforming or defective Goods will only be effective if:
 - (i) the Customer notifies CSL in writing within fourteen days following delivery and CSL is given the opportunity to inspect the goods and
 - (ii) the Goods are returned unused, re-saleable and/or in the condition the Customer received them.
- (c) CSL will not repair or replace, or refund the price of any goods for so long as the Customer is in default in relation to any amount owing.
- (d) CSL accepts no liability for any claim by the Customer or any other person, including without limitation any claim relating to or arising from:
 - (i) Any conditions, warranties, descriptions, representations, conditions as to fitness or suitability for any purpose, tolerance to any conditions, merchantability or otherwise, whether express or implied by law, trade custom or otherwise, or
 - (ii) Any representations, warranties, conditions or agreement made by any agent or representative which are not expressly confirmed by CSL in writing, or
 - (iii) Any Services forming part of the supply of the Goods which have been performed by any third party and the Customer agrees to indemnify CSL against any such claim
- (e) In any event, CSL's liability under any claim shall not exceed the price of the goods.

- 12.3 Nothing in these terms is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention.

13 NEW ACCOUNT

- 13.1 Use of this account shall constitute acceptance of this agreement.
- 13.2 The Customer shall not be liable for any indebtedness arising from the fraudulent use of the account provided that the Customer has on discovering the fraudulent use of the account immediately notified the Credit Manager (or the nearest branch of CSL) of such fraudulent use. The burden of proving such use was fraudulent shall be upon the Customer.

The Customer shall endeavour to return all goods acquired by fraudulent use.

14 VARIATIONS TO TERMS AND CONDITIONS OF TRADE

- 14.1 CSL may from time to time and in its sole discretion amend, add to or delete any of the terms of these terms and conditions of trade with immediate effect by giving notice to the Customer provided that CSL shall not make any variation to the nature or extent of the Security Interest granted by the Customer in clause 10.1 without the written agreement of the Customer. CSL may notify the Customer by delivering to the Customer an invoice with a notice of amendment and receipt of the invoice by the Customer will be deemed to be acceptance by the Customer of the terms and conditions of trade.

15 ONLINE ACCOUNT

- 15.1 Upon activation of the online account,
- 15.1 CSL agrees to notify the Customer Online Account Administrator (via email) of login details.
- 15.2 The Customers Online Account Administrator is responsible for ensuring that all user details are kept up to date.
- 15.3 The Customer agrees to abide by site terms and conditions as described on the website. Site terms and conditions are subject to change without notice.

16 GOVERNING LAW

- 16.1 This agreement is governed by the laws of New Zealand.
- 16.2 CSL and the Customer shall submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this agreement.

17 MISCELLANEOUS

- 17.1 For the avoidance of doubt, this agreement, if emailed or faxed, is acknowledged as a legal document.

Customer Signature: _____

Date: _____

Electronic communications regarding the set up and use of a credit account are subject to the provisions of The Contract and Commercial Law Act 2017 (CCLA)

Croxley Stationery Limited – May 2018