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a division of Brigham Properties Ltd

CREDIT APPLICATION FORM

APPLICANT NAME:	TELEPHONE:
POSITION:	FAX:
COMPANY NAME:	EMAIL:
TRADING NAME: (IF APPLICABLE)	WEBSITE ADDRESS:
POSTAL ADDRESS:	DELIVERY ADDRESS:
TYPE OF BUSINESS:	EXPECTED MONTHLY SPEND:
DATE TRADING COMMENCED:	BANK:
LIMITED LIABILITY COMPANY: Y / N (PLEASE CIRCLE)	HAVE YOU PREVIOUSLY HELD AN ACCOUNT WITH US: Y / N (PLEASE CIRCLE)
DIRECTORS/PARTNERS/PROPRIETORS' NAMES:	COMPANIES OFFICE REGISTRATION # (IF APPLICABLE):
1.	2.
3.	4.
5.	6.
TRADING REFERENCES (COMPANY/CONTACT PERSON):	(PHONE/EMAIL DETAILS):
1.	
2.	
3.	

ACCEPTANCE OF CONDITIONS OF SALE

I/We (name in full) _____ apply to open an account with Brigham Properties Limited (t/a Interserv Sales). I/We are authorised to bind the applicant and warrant that all information supplied on this form is true and correct. I/We agree to and accept the Terms and Conditions of Sale ('Terms') of Interserv (a copy of which I/We acknowledge having received), and expressly acknowledge that all Goods (as defined in the Terms) sold by Interserv (whether in the past or in the future) are sold pursuant to these Terms (including a security interest in favour of Brigham Properties Ltd).

Consent Clause: (to comply with the Privacy Act 1993): I/We authorise any of the above listed persons or companies to provide Interserv with such information as it may require in response to its credit enquiries.

Signed (Authorised Signatory):

NAME:	POSITION:
SIGNED:	DATE:

DIRECTOR'S GUARANTEE:

I/We, the undersigned being a Director of the applicant company hereby personally undertake to pay Brigham Properties Ltd the amount payable in respect of such orders upon demand, or as payment for orders become due (no later than the 20th of the month following invoice). I will indemnify Brigham Properties Ltd against any loss it may suffer from the granting of credit.

NAME/S:	DATE:
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Signed:

TERMS & CONDITIONS OF SALE

1. Quotations

- a) All quotations are exclusive of freight insurance, port charges, and other costs unless otherwise stated. The Buyer is advised to exercise due care and attention when checking quotations before further work proceeds. The quotation shall lapse unless accepted within 30 days from date of quote.
- b) Quotations are based on costs current at the date of quotation and shall be subject to amendment with regard to any cost variations after quotation date.
- c) Alterations to original specifications of quotation may result in additional charges.

2. Payment

- a) All accounts are due for payment in full on or before the 20th of the month following invoice, unless otherwise agreed between Seller and Buyer
- b) Failure to pay any account by due date shall be in breach of trading terms and the Seller in respect of such account, without prejudice to any other rights or remedies it may have, may charge interest (plus GST) at a rate as determined by the Seller from the due date for payment until the account is paid in full.
- c) The Buyer agrees to pay all debt recovery costs/expenses incurred by the Seller in relation to any unpaid account including solicitor and/or collector costs.
- d) Discounts may be removed from overdue accounts.
- e) If the Buyer disputes any account, the Buyer must notify the Seller within seven days of receipt of the account and if the matter in dispute is not resolved by the due date for payment, the Buyer shall pay the undisputed portion of the account in full in accordance with the Seller's normal terms and conditions.
- f) If the Seller at any time deems the credit of the Buyer unsatisfactory, it may at any time demand security for payment and may suspend or terminate the contract and payment for all Goods delivered up to the date of such suspension or termination shall immediately become payable.
- g) The Buyer shall not be entitled to withhold payment or make any deductions from the contract price without prior written consent from the seller.

3. Risk

- a) The risk of any loss or damage to the Goods shall be borne by the Buyer from the time when the Goods are delivered as defined in Clause 6 hereof. Should the Goods remain on the Seller's premises or with a carrier due to failure of the Buyer to accept the Goods or at the request of the Buyer, all such risk shall be borne by the Buyer from the date of the Buyer's failure or request as the case may be.
- b) Ownership of the Goods remains with the Seller and does not pass to the Buyer until the Buyer:
 - a. Pays the amount owing in full and the Seller has released the Security Interest; or
 - b. Resells the Goods pursuant to the authority granted by these Terms.
- c) From date of delivery until ownership of the Goods passes to the Buyer, the Buyer shall keep the Goods insured against any loss or damage by any means including fire and theft for the full insurable value of the Goods and take necessary action to keep such insurance in effect.
- d) If any of the Goods are damaged or destroyed prior to ownership by the Buyer, the Buyer agrees to make a claim against the insurance policy so described in Clause 3 (c) above with respect to such damages or destroyed Goods, and the Seller shall be entitled without prejudice to any of its other rights or remedies under the contract to receive all insurance proceeds which are payable in respect thereof.

4. Return of Goods

- a) We will only accept standard or non-customised Penrose White and Anodised Goods for return and credit, less a 25% restocking fee, and only if:
 - a. Goods are properly protected at least in original wrapping with return transport costs your care
 - b. Goods are undamaged on receipt and can therefore be resold
 - c. Goods are accompanied into store by your Goods Return Authority documentation which includes a validated GRA number issued by the Seller to the Buyer before the goods are returned
 - d. The GRA process has been initiated in writing within 42 calendar days of original orderGoods not meeting all the criteria above cannot be accepted for credit.
- b) Non standard and custom made Goods will not be accepted for return.
- c) The Seller may, at its discretion, allow the Buyer to return Goods in other circumstances provided they are unopened, unmarked and returned freight paid by the Buyer.

5. Damaged Goods, Lost in Transit

- a) The Seller will not consider any claim for damaged Goods or for short or incorrect delivery unless the Buyer has notified the Seller within seven days of receipt of Goods or within 14 days of despatch date in the case of non-delivery.

6. Delivery

- a) Unless otherwise agreed in writing between the Seller and the Buyer, delivery shall be made at the Seller's premises and shall be deemed to have taken place at the time when the Goods are made available for despatch at the Seller's premises. If, at the Buyer's request, the Seller subsequently arranges transportation, storage or insurance of the Goods, the Seller does this as the Buyer's agent. The Buyer shall indemnify the Seller for any liability or cost incurred by the Seller in providing this service, and shall pay the Seller the amount of such liability or cost immediately upon receiving notice from the Seller of such amount (except where the parties agree in writing that the Seller is responsible for such costs).
- b) Delivery will be deemed to have been made in the event of the Buyer's refusal or failure to take or accept delivery. The Seller reserves the right to deliver the Goods by instalments and each instalment shall be deemed to be a separate contract subject to the same conditions as the main contract. Should the Seller make defective delivery or fail to deliver one or more instalments, this shall not entitle the Buyer to repudiate the main contract.
- c) The Seller will not be liable for any non delivery or late delivery caused by any factors beyond its control and the Buyer will be liable to accept and pay for the Goods so delivered within a reasonable time.

7. Contract

- a) These Terms and the items indicated by the quotation (where the contract arises from a quotation) or the items indicated by the Seller's confirmation of order (where the contract arises from an order by the Buyer) comprise the Terms and Conditions of each contract for the sale of Goods between the Seller and the Buyer.
- b) Except to the extent expressly set out in these Terms or in a document issued by the Seller, all Representations whether express or implied by law, trade custom or otherwise are expressly excluded to the fullest extent permitted by law.
- c) No agent or representative of the Seller is authorised to make any Representations, not expressly set out in these Terms or in product literature issued by the Seller and to the fullest extent permitted by law the Seller is not in any way bound by any such unauthorised statements nor can any such statement be taken to form part of a contract with the Seller's collateral to the main contract.

8. Property in the Goods

The property in and title of the Goods shall remain vested in the Seller until such time as the Buyer has paid all monies due to the Seller. Pending payment, the Goods will be held by the Buyer on the Seller's behalf and will be properly stored and secured in an identifiable form. So long as monies remain owing, the Seller may take possession of the Goods at any time without notice.

9. Personal Property Securities Act 1999 (PPSA)

Unless the context requires, words and phrases in this clause have the meanings given to them in, or by virtue of, the PPSA.

- a) Without limiting anything else in these Terms, the Buyer acknowledges that:
 - a. These Terms create, in favour of the Seller, a security interest in all present and after acquired Goods (being, for the avoidance of doubt, all the Buyer's present personal property and after-acquired property except for any item of personal property which has not (or which is exclusively) the proceeds of any item of personal property which has not) been supplied by the Seller to (or for the account of) the Buyer) to secure the payment by the Buyer to the Seller of the amount owing; and
 - b. These Terms will apply notwithstanding anything, express or implied, to the contrary contained in any purchase order (or its equivalent, whatever called) of the Buyer; and
 - c. The Security Interest shall continue until the Seller gives the Buyer a final release.
- b) The Buyer undertakes to:
 - a. Promptly do all things, sign any further documents and/or provide any information which the Seller may reasonably require to enable the Seller to perfect and maintain the perfection of its Security Interest (including by registration of a financing statement).
 - b. Give the Seller (addressed to the Managing Director or equivalent) not less than 14 days' prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including, but not limited to, changes in the Buyer's address, facsimile number, trading name or business practice).
- c) The Buyer waives its right to receive a verification statement in respect of any financing statement relating to the Security Interest.
- d) To the extent permitted by laws, the Buyer and the Seller contract out of:
 - a. Section 114 (1) (1) of the PPSA; and
 - b. The Buyer's rights referred to in sections 107 (2) (c), (d), (h) and (i) of the PPSA.

- e) The Seller and the Buyer agree that section 109 (1) of the PPSA is contracted out of in respect of particular Goods if, and only for so long as, the Seller is not the secured party with priority over all other secured parties in respect of those Goods.

10. Indemnities

The Buyer agrees to indemnify the Seller, upon demand, for all costs and expenses (including legal fees) incurred by the Seller:

- a) As a result (whether directly or indirectly) of the occurrence of an Event of Default (including upon actual or attempted enforcement of the Security Interest and appointment of a receiver); and
- b) In registering and maintaining any financing statement.

11. Consumer Guarantees Act 1999

- a) The Buyer acknowledges that when the Goods are being purchased for resale or for business purposes, the terms and guarantees under the Consumer Guarantees Act will not apply.
- b) The Buyer acknowledges that the Seller does not provide any express guarantees (as defined in the Consumer Guarantees Act 1993) other than those expressly confirmed by the Seller in writing.

12. Liability

Where not inconsistent with any rights the Buyer may have under the Consumer Guarantees Act 1993 and to the fullest extent permitted by law:

- a) The liability of the Seller, whether in contract, tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect or non compliance of the Goods supplied, is limited to the replacement or repair of such Goods or damages not exceeding the invoice value of such defective or non complying Goods at the option of the Seller.
- b) The Seller may, at its discretion, delay the repair or replacement of, or refund in relation to any Goods for so long as the Buyer is in default in relation to the amount owing.
- c) It is expressly agreed that the Seller shall not be liable for any loss of profits, indirect or special loss, damage or injury of any kind whatsoever suffered by the Buyer either directly or indirectly from any contravention of the Seller's obligations arising under or in connection with the contract or from any cancellation of the contract or from any negligence on the part of the Seller, its servants or agents nor shall the Seller be liable for any loss, damage or injury caused by the Buyer's servants, agents, customers, visitors, tenants, trespassers or other persons whomsoever. The Buyer shall indemnify the Seller against any claim by any of the foregoing persons in respect of loss, damage, or injury arising aforesaid.
- d) No claim for damages or otherwise in respect of defect or nonconformity of the goods or otherwise shall be effective or enforceable unless written notice thereof is given to the Seller within seven days of delivery of the goods as defined in Clause 6.
- e) All claims and requests for credit must be made as soon as possible to a maximum of 42 calendar days of original order.

13. Description

Specifications, dimensions and descriptions contained or referred to in the contract or in any brochure or other publications maintained or issued by the Seller are estimates only and it is not a condition of the contract that the Goods shall correspond precisely with such specifications, dimensions and descriptions given and customary tolerances or in the absence of customary tolerances, reasonable tolerances shall be allowed.

14. Default

If an Event of Default occurs:

- a) The Seller by written notice may forthwith either suspend or terminate the contract without prejudice to any other right or remedy it has at law or equity;
- b) Payment for all goods supplied by the Seller, whether delivered or not, and any other monies payable by the Buyer shall immediately become due;
- c) The Seller may enter the premises where any delivered goods are situated and take possession of and remove the same without being responsible for any damages thereby caused and may resell the same and apply the proceeds in or towards payment of outstanding monies. All costs and expenses incurred by the Seller as a result of any such action shall be payable by the Buyer upon demand; and
- d) Any suspension of the contract by the Seller shall no prevent it terminating the contract during the period of suspension.

15. Copyright

Any technical information, knowledge or processing methods at any time transmitted in any way by the Seller to the Buyer shall remain the property of the Seller and shall be considered absolutely confidential by the Buyer which shall not use them for any purpose nor sell, transfer or divulge them in any manner to anyone without prior written

consent of the Seller and the Buyer shall indemnify and keep the Seller indemnified against all costs, damages and claims arising from the Buyer's failure to comply with the requirements of this clause.

16. Waiver

All the original rights, powers and exemptions and remedies of the Seller shall remain in full force notwithstanding any neglect forbearance or delay in the enforcement thereof. The Seller shall not be deemed to have waived any condition unless such waiver shall be in writing under the signature of the Managing Director (or equivalent) of the Seller and any such waiver unless the contrary shall be expressly stated, shall apply to and operate only in the particular transaction, dealing or matter.

17. Interpretations

This contract is entered into on behalf of and intended to bind and enure to the benefit of the Seller and the Seller's successors and assigns. The provisions of these Terms, including this one shall be given a large and liberal interpretation in favour of the Seller and so that the Contra Proferentem Rule shall not in any case apply against or to the disadvantage of the Seller.

18. Definitions

In these Terms:

'Buyer' means the person, firm, company or corporate entity to whom a quotation is submitted or with whom the Seller enters into a contract.

'Event of Default' means an Event where:

- a) The Buyer fails to comply with these Terms or any other agreement with the Seller; or
- b) The Buyer is subject to any event which is in the nature of dissolution, winding up, bankruptcy, liquidation, insolvency or receivership, or which generally precedes such an event; or
- c) An event occurs or information becomes known to the Seller, which in the Seller's opinion, might materially affect the Buyer's creditworthiness, the value of the Goods the subject of the Security Interest, or the Buyer's ability or willingness to comply with its obligations under these Terms or any other agreement with the Seller; or
- d) Any guarantor of the Buyer's obligations under these Terms is in default under any agreement with the Seller (in any capacity).

'Goods' means all goods supplied from time to time by the Seller to the Buyer, provided that:

- a) (but solely for the purpose of the application of the PPSA) where the goods supplied are inventory of the Buyer, then all references to Goods in these Terms shall, in respect of those Goods, be read as references to inventory for so long as they are held as inventory; and
- b) Where the goods supplied are not, or are no longer held as, inventory of the Buyer, then all references to Goods in these Terms shall, in respect of those goods, mean the goods described in any one or more of the relevant order form, packing slip or invoice (or its equivalent, whatever called) prepared by the Seller and relating to those goods, on the basis that each such order form, packing slip or invoice (or its equivalent) is deemed to be assented to by the Buyer, incorporated in, and form part of, these Terms, and (unless the context requires otherwise) includes all proceeds of such Goods and any product or mass which the Goods subsequently become part of.

'PPSA' means the Personal Property Securities Act 1999.

'Representation' means warranties, descriptions, representations or conditions as to merchantability, fitness, suitability, tolerances to any conditions or otherwise (whether of a like nature or not);

'Security Interest' means the security interest provided for by these Terms as described in Clause 9.

'Seller' means Brigham Properties (trading as Interserv Sales) and its successors and assigns.