



FILECORP NZ LIMITED – CREDIT APPLICATION (Please print clearly)

Private Bag 93222, Parnell AUCKLAND PH: 09 276 7676 0800 276 7676 FAX: 09 276 1142

TRADE NAME.....

Company/ Sole Trader / Partnership

POSTAL ADDRESS.....

DELIVERY ADDRESS.....

PURCHASING CONTACT PERSON.....

PROPRIETOR(S)/ DIRECTOR(S).....

TELEPHONE NO:.....**FAX NO:**.....**EMAIL:**.....

COMPANY OPERATING SINCE.....**MOBILE NO:**.....

BANK.....**BRANCH**.....

PAID UP CAPITAL.....**TYPE OF BUSINESS**.....

ACCOUNTANT.....**PHONE NO**.....

BUSINESS REFERENCES

1.....**PHONE NO**.....

2.....**PHONE NO**.....

3.....**PHONE NO**.....

I/we warrant the truth and accuracy of the information in this application.

I/we agree to pay all accounts on 20th of the month following purchase, or as agreed in writing.

I/we will notify you immediately of any change in address or change in shareholding or ownership.

I/we accept the Terms of Trade as set out on the attached form.

I/we the Directors/Proprietor give our personal guarantee to all debts incurred by the above applicant.

I/we agree to pay all costs and/or expenses incurred, instructing any third party to recover any amount overdue for payment.

PRIVACY ACT – Disclosure and Consent

I/we authorise Filecorp Ltd. to collect any information it reasonably regards as necessary for its credit enquiry and control purposes, from any reputable credit agency(s) or debt collection agency(s) and/or from any other person(s) or corporate body(s) as it considers appropriate. and

Authorise any reputable credit agency(s) and/or debt collection agency(s) and/or any other person(s) or corporate body(s) to provide Filecorp Ltd. with any information which may reasonably be regarded as necessary for Filecorp Ltd. credit enquiry and/or control purposes, and

Authorise Filecorp Ltd. to provide, to any credit agency(s) and/or debt collection agency(s) and/or any other person(s) or corporate body(s), in response to any credit enquiries by them, details of this credit application and of any dealings following on from it.

I/we also acknowledge that I/we do not have to provide Filecorp Ltd. with any information, but that if I/we do not, it may affect their decision whether or not to give or continue giving me/us supply on credit terms. I/we understand that I/we have certain rights under the Privacy Act 1993, to access and correct any information Filecorp Ltd. holds about me/us.

Director(s)/Proprietor(s)..... **(Please Sign)**

Director(s)/Proprietor(s).....**(Please print names)**

Date.....

OFFICE USE ONLY

ACCOUNT NO.....**CHECKED BY**.....**ACCEPTED BY**.....

PRICE LIST.....

ACCOUNT MANAGER

TERMS OF TRADE for FILECORP NZ Ltd



1. Applicability

- a) These conditions shall apply to all contracts involving supply of goods by Filecorp
- b) No person acting or purporting to act on behalf of Filecorp shall have authority to waive or change these conditions orally, and any waives or changes have effect only if made in writing and signed on Filecorp's behalf.

2. Prices

- a) The stated prices (whether listed, quoted or tendered) do not include GST or any other taxes, insurance or freight unless otherwise stated.
- b) The prices listed are based upon rates and conditions ruling at the date of supply unless otherwise specified in writing and orders are accepted on the understanding that they are charged at the prices ruling at the time of delivery.

3. Payment

- a) Payment is due in full by the 20th of the month following the month of invoice.
- b) If default is made in payment by the due date Filecorp may (without prejudice to any other rights it has pursuant to these conditions or by law) withdraw any previously agreed discounts or special terms, and also may charge simple interest of 2% per month (plus GST) from 30 days after the date payment became due until the date Filecorp receives payment in full. Payments received after due date will be applied firstly to the portion representing interest and secondly to the portion representing purchase.
- c) "Payment" means the receipt by Filecorp of cleared funds.

4. Ownership

The Customer hereby acknowledges that the goods supplied by Filecorp shall remain the property of Filecorp until Filecorp receives payment for same. As from delivery the goods shall be at the Customer's risk AND the Customer shall retain and preserve such goods in new condition and shall ensure that all serial numbers, identification marks stickers and packaging shall be kept intact with such goods until they have been sold in the normal course of business. Filecorp hereby agrees to allow the Customer to deal, sell or trade with the goods in the normal course of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the Customer adheres to the terms and conditions of this agreement. In the event of the Customer defaulting in any of these terms of this Agreement, then Filecorp shall have the right (without giving notice) to retake possession of the goods supplied to the Customer by Filecorp and the Customer hereby authorises and allows Filecorp or its representatives, servants, agents, or employees to enter the premises upon which the goods are housed or stored for the purpose of retaking possession of the same and Filecorp shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of Filecorp retaking possession of the goods.

5. PPSA

The Customer acknowledges in the terms of the Personal Property Securities Act 1999, that the Customer grants a security interest to Filecorp over all goods and proceeds of goods sold and delivered to the Customer by Filecorp now and in the future, and includes all obligations of the Customer to Filecorp.

The Customer consents to Filecorp registering a financing statement and will provide further information to facilitate the Registration of any such financing statement. The Customer waives the right to receive a verification statement from Filecorp.

6. Risk

The risk in the goods shall pass to the buyer upon delivery, and the buyer will insure the goods for their full replacement value for the benefit of Filecorp until ownership of the goods has passed to the buyer.

7. Claims

- a) Since methods and conditions of application use are beyond Filecorp's control, any liability whatsoever which Filecorp may have under any implied or express statutory or other representation, warranty, condition or term made in connection with or applying in respect of the quality, state, condition, fitness or properties of any goods supplied by Filecorp is limited to the goods on credit or payment of a price at the option of Filecorp. In particular it does not extend to consequential loss and is conditional upon the buyer making a written claim to Filecorp within a reasonable time of delivery and returning to Filecorp a sufficient part of the goods to enable proper examination and testing.
- b) No return of goods will be accepted by Filecorp nor claims recognized unless the packing slip number is quoted. Return of goods will not be accepted unless the return is agreed by Filecorp beforehand, nor if the return is made more than 7 days after the receipt of goods. Damage in transit on returned goods is at buyer's risk.

8. Indemnity

- a) The buyer warrants that any design or instruction it requests Filecorp to follow will not cause Filecorp to infringe any patent, registered design, trademark, copyright or any other intellectual or industrial right.
- b) Where Filecorp follows any design or instruction given by the buyer in 8(a), the buyer will indemnify Filecorp against any damages, penalties, costs and expenses for which Filecorp may become liable.

.....
Please Sign