

CREDIT APPLICATION

CHARLES PARSONS (NZ) LTD
 525 Rosebank Road, Avondale
 PO Box 38, Auckland 1140, New Zealand
Telephone: 649 969 7435 **Facsimile:** 649 969 7415



Full legal name: _____
 Trading name: _____
 Business address (postal): _____ Postcode: _____
 Street: _____ City: _____
 Telephone no: () _____ Fax no: (): _____ Email: _____
 Accounts dept contact: _____ Bank and branch: _____
 Nature of business: _____
 Expected average monthly purchases: \$ _____
 Type of business: Limited liability company Sole trader Partnership Other (specify) _____

LIMITED COMPANY	Paid up capital \$ _____ Date of registration: _____ Company number: _____ Directors: _____ (person acting for company) _____ _____
SOLE TRADER	Owner's name: _____ D.O.B.: _____ (including middle name) Private address: _____ Date when trading commenced: _____
PARTNERSHIP, TRUST OR OTHER	Number (if applicable): _____ Person acting for (name): _____ Address: _____

TRADE REFERENCES	Name: _____ Phone: _____ 1. _____ (). _____ 2. _____ (). _____ 3. _____ (). _____
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PLEASE ADVISE EMAIL ADDRESS IF YOU REQUIRE THE FOLLOWING SENT TO YOU:	
Invoices	Email address: _____
Statements	Email address: _____
Order acknowledgements	Email address: _____
Back order reports	Email address: _____

I/We, the person or organisation described above (called "the customer"), apply for credit from **CHARLES PARSONS (NZ) LIMITED** (called "the company") on and agree to be bound by the conditions of sale contained herein.

Signed _____ Print name: _____ Designation: _____
 Dated this _____ day of _____ 20____.

FOR OFFICE USE ONLY Approved/Declined Credit limit \$ _____
 Date: _____ Account number: _____

PLEASE SIGN AND SEND BACK BOTH PAGES

TERMS & CONDITIONS OF TRADE SCARECROW AND RELATED BRANDS

- 1.1 These conditions shall apply to and govern the supply of all goods by the company to the customer. If there is any conflict between these conditions and any order or confirmation or acceptance submitted by the customer, these conditions shall prevail, unless otherwise agreed by the company in writing.
- 1.2 The company reserves the right to amend, vary or add to these conditions with effect from the date of notification to the customer.
- 2.1 The customer authorises the company to collect, retain and use any information about the customer for the purpose of assessing the customer's creditworthiness or enforcing any rights under this contract.
- 2.2 The customer authorises the company to disclose any information obtained for the purposes set out in clause 2.1.
- 3.1 Unless otherwise agreed by the company, the price of the goods shall be the standard price charged by the company prevailing at the date the invoice is issued to the customer, plus any GST and freight charges for delivery (unless expressly included).
- 3.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the goods that is beyond the control of the company between the date of the contract and delivery of the goods.
- 3.3 Unless otherwise agreed by the company, the customer shall at their own risk and expense collect the goods from the company's premises. Where the company agrees to deliver the goods it will arrange for delivery at the customer's expense and at limited carrier's risk and delivery to the carrier shall constitute delivery to the customer. The company will be relieved of all liability in respect of any claims relating to goods lost or damaged in transit if such claims are not made by the customer within 14 days of delivery of the goods or if the customer, by any other act or omission, defeats or prejudices any corresponding claim that the company has or might have had against the carrier.
- 4.1 A deposit may be required on or before delivery. Payment of the balance or in full shall be made within 7 days following receipt of goods, unless otherwise agreed by the company.
- 4.2 If payment is overdue the customer will pay to the company interest at such rate not exceeding 1.5% per month as may be charged by the company on any overdue amount calculated from the date that payment was due until payment in full is received by the company.
- 4.3 Any expenses, disbursements and legal costs incurred by the company in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.
- 4.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.1 The company reserves the right at its discretion to grant or decline credit to any customer and to suspend or cancel any credit entitlement with effect from the date of notification to the customer.
- 5.2 The company reserves the right to impose a credit limit, which may be altered at the company's discretion with effect from the date of notification to the customer. If the credit limit is at any time exceeded that shall constitute a breach of these conditions and the company may, in addition to its other remedies, refuse to accept any further orders from the customer and/or withhold delivery of any goods ordered by the customer under any contract until the breach is remedied to the satisfaction of the company.
- 5.3 Where the customer requests an increase in the credit limit, the company reserves the right to require completion of a separate or further form of credit application on terms satisfactory to it.
- 6.1 Ownership of all goods will remain with the company until receipt by the company of, and as security for, payment of the price of the goods and all other money owing by the customer to the company, but risk in those goods shall pass on delivery. This provision is inserted for the benefit of the company and does not entitle the customer to return or require the return of any goods that have not been paid for.
- 6.2 If payment is overdue in whole or part in respect of any goods supplied by the company the company may (without prejudice to its other rights) recover or resell them or any of them and may enter upon the customer's premises by its servants or agents for that purpose without being in any way liable to the customer or any other person claiming through the customer.
- 7.1 The customer authorises the company to contract either as principal or agent for the provision of goods that are the subject matter of this contract.
- 7.2 Where the company enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract
- 8.1 The company may in its discretion allocate any payment received from the customer towards any invoice that the company 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.
- 9.1 The company warrants that all goods supplied will be of merchantable quality. No other warranty, express or implied, is given by the company. The company will be relieved of all liability in respect of any claims relating to the quality of the products if such claims are not made by the customer within 14 days of delivery of the goods. To the extent permitted by law, the company limits its liability to the replacement or replacement cost of the relevant goods.
- 9.2 The customer may return goods that comply with the contract where the company has agreed in advance to confer that right and goods are returned at the cost and risk of the customer within 14 days of delivery in the same good order and condition as they were supplied by the company. The company may charge a handling and restocking fee of up to 15% of the price of the goods by way of deduction from any credit or refund due to the customer.
- 10.1 Except as otherwise stated in these conditions and to the extent permitted by law, the company shall not be liable to the customer or any third party in contract or tort or otherwise for any loss or damage arising directly or indirectly out of this agreement or the performance or non-performance by the company of any obligation under this agreement. To the extent permitted by law, if any such liability arises, the company limits its liability to the replacement or replacement cost of the relevant goods.
- 10.2 Without limiting clause 10.1, the company shall not be liable to the customer in contract or tort or otherwise for any indirect or consequential economic loss or damage, including but not limited to loss of profits, whatsoever and howsoever sustained by the customer.
- 10.3 The customer shall indemnify the company against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause, whether caused or arising as a result of the negligence of the company or otherwise, brought by any person in connection with any matter, act, omission or error by the company or its agents or employees in connection with the goods.
- 11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods from the company for the purposes of a business in terms of section 2 and 43 of that Act.
- 12.1 The company may terminate this contract by written notice of termination if the customer breaches this contract. In any other case, either party may terminate this contract on 14 days written notice to the other party.
- 12.2 On termination all amounts owing to the company by the customer shall become immediately due and payable.
- 13.1 The company shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond the control of the company.
- 13.2 Failure by the company to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights of the company or the obligations of the customer under this contract.
- 13.3 If any provision of this contract shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 13.4 This contract is personal to the buyer and may not be assigned. The company may assign this contract to any third party.
- 13.5 In these conditions, where the context permits, the expression "goods" means apparel, textiles, fabrics, garments, trimmings, accessories, laces, trims and fashion accessories, netting, films, cloth, wind breaks, mats and fixing accessories, soft furnishings, upholstery fabric, design and cutting equipment and cleaning materials and inventory supplied by the company.

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