

**CREDIT ACCOUNT APPLICATION AND AGREEMENT
AS TO TERMS AND CONDITIONS OF SALE**

PO Box 58 167,

Botany, Auckland

P 09 272 2203**E** accounts@boltlink.co.nz**All Details Must Be Completed In Full****Applicant Details**

Company Name (legal entity)		
Trading Name (if applicable)		
GST No:		
Street Address		
Postal Address		
Tel:	Mob:	Fax:
Bank	Branch	
Solicitors	Partner	Location
Accountant	Partner	Location
Approx Monthly Purchases \$		Max Credit Requested \$
Order Number: Y / N		
Accounts Contact		Tel:
Email		
Purchase Contact		Tel:
Email		
Where did you hear about Boltlink		

Company Particulars

Co Number	
Date Registered	Place Registered
Registered Office Address	
Company Directors (Name, Address & Date of Birth)	
Authorised Capital \$	Paid Up Capital \$
Nature of Business	
Prior Trading Under Present Owners	
Business Premises: Owned / Leased	

Trade References (Do not give holding or subsidiary companies, banks, or solicitors, detail only trade relationships)

Co Name	Location	Tel	Ave Mthly Spend

The customer accepts Boltlink NZ Ltd Conditions of Sale as printed on Page 2 attached. Boltlink NZ Ltd is hereby authorised to ascertain the customer's creditworthiness from the three referees provided.

Signed:	Designation:
Name:	Date:

**advice****need it
fast****products****we can
come to you**Unit 4, 103 Cryers Rd,
East Tamaki, Auckland**boltlink.co.nz**

TERMS AND CONDITIONS OF SALE**Initial this page and return with completed first page**

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1. Acceptance: The order for supply is accepted by the company entirely on the terms and conditions referred to herein and these conditions are paramount unless any variation thereto is specifically agreed by the company in writing.
2. Delivery: The company shall not be liable for non-delivery (except to refund any monies paid on account of purchase price) for delay in delivery on the part of the company from whatsoever cause and shall not in any event be liable for any direct or indirect act or omission by or on behalf of the company.
3. Pricing: All prices other than those quoted in written quotation as valid for a specific period, are subject to change without notice. Prices are quoted as exclusive of GST or other taxes which are payable in addition to the quoted price.
4. Alteration to Specification: In the event of any alteration by the manufacturer in the design or specification of any goods the company shall be entitled to deliver goods conforming to the altered design or specification in fulfilment of this agreement.
5. Availability of Goods: The company shall not be bound to import goods to fulfil any contract and if at the time of delivery the company has no or insufficient goods in stock in New Zealand and for reasons beyond its control shall not be able to obtain sufficient goods within a reasonable time the company shall be excused from performance and the purchaser shall be entitled to a refund of any monies paid on account of the purchase price.
6. Exchange Variations: Where the goods are the subject of a purchaser's order and sourced by the company from overseas and the suppliers of such goods to the company reserve the right to change their prices without notice then the price of such goods given by the company are based on the applicable exchange rates at the date hereof and the company shall be at liberty to increase or decrease the price of the goods by a sum equal to the increase or decrease the price of those goods in New Zealand currency to the company.
7. Warranty and Conditions: The only warranty on the part of the company in respect of any new goods is that the goods shall be of merchantable quality only and such warranty is to the exclusion of all other warranties conditions and liabilities whether by status or common law whatsoever expressed or implied or whether arising in contract of any statute or otherwise. No representation in relation to the goods shall be binding on the company unless in writing and signed by the company or the company's manager (without limiting the generality of the foregoing provisions the company shall not be liable for any personal injury, property damage consequential or contingent or other loss or damage whatsoever caused through the negligence or otherwise of the company, its servants or agents). In respect of the failure of any goods the company's liability shall be limited to the replacement of those goods with similar goods of merchantable quality or at the sole option of the company refund of any monies paid by the purchaser in full.
8. Used Goods: The company does not give any express or implied warranty regarding the condition and/or state of repair, merchantable quality or any other warranty whatsoever in respect of used goods sold by the company and the purchaser specifically acknowledges that it has purchased such goods in reliance on its own skill and judgement.
9. Passing of Risk: All goods shall remain at the risk of the company until such goods shall leave the premises of the company. Thereafter all goods shall be at the sole risk of the purchaser.
10. Passing of Property and Possessions and Reservation as to Title:
 - a. All right title and ownership of the goods shall remain with the company until such time as the full purchase price has been paid by or on behalf of the purchaser to the company in legal tender.
 - b. If such goods have been purported to be sold to any other party, then any monies goods or other consideration received by the purchaser shall be deemed to be held in trust by the purchaser for the company without prejudice to the company's continued title in the goods referred to in this contract note until paid in full.
 - c. If such goods have been incorporated in other goods or have had other goods incorporated in them the company shall be entitled to obtain possession upon demand of such further goods which incorporate those referred to in this contract note or are incorporated within the goods referred to in this contract note.
 - d. The purchaser hereby irrevocably appoints the company its agent to obtain possession of all such goods referred to herein and the production of this contract note shall be accepted conclusively as evidence of the company's rights. The purchaser hereby authorises the company to enter such premises where the goods are contained whether locked or unlocked and to obtain such possession.
 - e. The purchaser acknowledges that the provisions of this agreement constitute the grant of a security interest in all goods supplied by the company, or the sale proceeds thereof for the purposes of the Personal Property Securities Act 1999.
11. Interest for Late Payment: In the event that the purchaser does not pay all monies due and payable under this contract note within the agreed period (in the event that no credit period is agreed then such credit period shall be deemed to be the 20th of the month following issue of this contract note) the purchaser shall pay to the company a further sum being two per cent of such sum or sums as may be outstanding from time to time under this contract note for each and every month or part thereof such monies may remain unpaid to the company.
12. I understand that failure to make payment as agreed, the debt may be referred to a collection agency. I also acknowledge that this may negatively impact my credit rating. If the debt is placed with a collection agency, I agree to incur these costs.
13. Returns: The company may in its discretion accept goods returned by the purchaser but shall not be bound to make cash refunds in respect thereof. The company shall be entitled to charge reasonable handling and accounting fees, and such charge may be deducted from the amount of the credit to which the purchaser may be entitled.
14. Interpretation: "The company" means Boltlink NZ Ltd. These conditions supersede and exclude all general terms of contract imposed or sought to be imposed by the purchaser at any time in relation to the order in so far as such terms and conditions are inconsistent herewith.

Initial Here:

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