



Phone: (09) 274 7595 Fax: (09) 274 1558
 Email: accounts@tresmarias.co.nz or sales@tresmarias.co.nz

CUSTOMER INFORMATION DETAILS

**MANDATORY FIELDS*

BUSINESS CONTACT INFORMATION

***Full Legal Business name (the customer):**

***Trading as name:**

*Phone:	Fax:	*E-mail:
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***Physical address:**

Suburb:	City:	Post Code:
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Billing Address(same as above):

Suburb:	City:	Post Code:
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Date business commenced:

Sole proprietorship: Partnership: Limited: Other:

***Store Contact Person:** Position:

*Phone:	*Mobile:	*Email:
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Name of Owner/Director/Partner:

Phone:	Fax:	E-mail:
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Name of Owner/Director/Partner:

Phone:	Fax:	E-mail:
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Name of Accountant: Phone:

Name of Bank Manager: Phone:

Bank Name: Branch:

TRADE REFERENCES (REQUIRED IF YOU ARE APPLYING FOR CREDIT ACCOUNT)

Company Name and Contact Person:

Phone:	Fax:	E-mail:
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Type of account:

Company name and Contact Person

Phone:	Fax:	E-mail:
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Type of account:

AGREEMENT

I am authorised to make this application on behalf of the company (stated above).

- By signing I agree the Buyer is bound by any application Terms and Conditions of Trade (see overleaf).
- By signing this agreement, I authorise:
 You too, where appropriate, make enquiries, disclose and obtain any information about me to and from anyone else (e.g. to and from credit reporting agencies such as Veda Advantage) for the purposes of verifying information in this application, evaluating this application or carrying our credit checks. For example (but without limitation) you may obtain a credit check on me if these is a default in payment obligation you may give information about that default to your credit reporting agency.

SIGNATURES

Signed: _____

Signed: _____

Print name: _____

Print name: _____

Position: _____

Position: _____

Date: _____

Date: _____

Office use only:
 Credit Reference Completed: Y / N Date Completed: _____ Sign: _____
 Payment Terms: _____

TERMS and CONDITIONS of TRADE

1. Definitions

- 1.1. "Seller" means Tres Marias Trading Limited and its successors and assigns
- 1.2. "Buyer" means the company or any person acting on behalf of and with authority of the Buyer.
- 1.3. "Goods" has the same meaning as in section 2 of the Sale of Goods Act 1908 and are Goods supplied by the Seller to the Buyer (and where the context so permits includes any supply of Services (defined below).
- 1.4. "Services" means all Services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits includes any supply of Goods as defined above).
- 1.5. "Price" means the cost of the Goods as agreed between the Seller and the Buyer subject to clause 4 of this contract.
- 1.6. "Account" means a Tres Marias Trading Business Account.

2. Acceptance

- 2.1. Any instructions received by the Seller from the Buyer for the supply of Goods constitutes acceptance of these terms and conditions. Once accepted by the Buyer, these terms and conditions may only be amended or rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.
- 2.2. None of the Seller's agents or representatives are authorised to make any representations or statements, conditions or agreements not expressed by the manager of the seller in writing nor is the Seller bound by any such authorised statements.

3. Sales and Purchases

- 3.1. Your placement of an order with us constitutes an offer by you to purchase goods from us on these terms. The order is placed when it is submitted to us.
- 3.2. The order is accepted only when we notify you that we accept your order. For example, we might notify you that we accept your order by sending you an "order confirmation email". Delivery of goods also constitutes our acceptance of the order.
- 3.3. If we accept the Order, a binding contract between you and us will arise on these terms.

4. Price and Price Variation

- 4.1. Prices quoted are inclusive GST.
- 4.2. At the Seller's sole discretion, the Price of Goods will be:
 - a) As indicated on invoices or Account Statements provide by the Seller to the Buyer in respect of Goods supplied; or
 - b) The Seller's current Price at the date of delivery of the Goods; or
 - c) The Seller's quoted Price.
- 4.3. Prices do not include delivery fees. We are entitled to charge a delivery fee, which will be calculated by reference to the goods purchased and the post code of the address stated in the Order.
- 4.4. The Seller shall be entitled to adjust any price quoted from time to time and Customer agrees to pay such adjusted price to take account of variations in the cost to the Seller carrying out the whole or any part of the contract arising from any of the following:
 - a) Variation in the cost to the Seller. 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.
 - b) Variations in the cost of rates of all statutory, government or local government or governmental authority charges and obligations; or
 - c) Any correction of errors or omissions on the part of the Seller or any of its representatives.

5. Payment

- 5.1. Payment of Goods must be:
 - a) In cash, cheque or direct credit in full at the time of purchase; or
 - b) If the Buyer has an Account, payment will be made by cash, or by cheque, or by direct credit as agreed to between the Buyer and the Seller, and is due by the 20th of the month following the month in which the invoice was dated
- 5.2. The Seller reserves the right to suspend delivery of further goods in the terms of payment are not strictly adhered to by the Buyer.
- 5.3. Interest may be charged on overdue accounts at a rate of 2.5% per annum calculated daily on the outstanding balance due.
- 5.4. You must pay us any fees or costs imposed on us if any payment you make to us is dishonoured or reversed.
- 5.5. Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.
- 5.6. In the event that:
 - a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
 - b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Seller's other remedies at law.

the Seller shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Seller shall, whether or not due for payment, immediately become payable. Should the Buyer fail to pay within 3 working days, the Buyer hereby irrevocably authorises the Seller and or his agents to recover

possession of all unsold and unpaid Tres Marias goods in the premises of the Buyer at the Seller's sole discretion".

Special Terms Applying to Business Account Holders Only

- 5.7. 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 5.1.b.
6. **Delivery of Goods**
 - 6.1. Goods that are dispatched within Auckland may take up to 1-2 working days to arrive & goods that are dispatched outside of Auckland may take up to 5 working days to arrive unless prior arrangement.
 - 6.2. The Buyer will arrange to take delivery of the Goods whenever they are made available for delivery, or the Goods will be delivered to the Buyer at the Buyer's cost or if arranged directly with the Seller's Manager.
 - 6.3. Subject to these terms and conditions, if the seller agrees to send the Goods to the Buyer at the expense of the Buyer the delivery of the Goods to a carrier, either named by the Buyer or failing such naming to a carrier at the discretion of the Seller for the purpose of transmission to the Buyer, is deemed to be a delivery of the Goods to the Buyer.
 - 6.4. The Seller may deliver the Goods by separate instalments (in accordance with any agreed delivery schedule). Each separate instalment will be invoiced and paid for in accordance with provisions in this contract of sale.
 - 6.5. The Buyer agrees to inform the Seller within 7 days of the receiving the delivery. After this period, no liability will lie with the seller for proof of delivery.
7. **Return of Goods**
 - 7.1. The Buyer may return Goods within fourteen (14) days of delivery. Return will be accepted at the sole discretion of the Seller and in any event only if the Goods have not been tampered with by the Buyer or any person acting on behalf of the Buyer and are not as new, if they are goods expressly sold on a non-return basis.
 - 7.2. Expired goods may only be accepted if the return date is two (2) months or more before the expiry date. The goods need to reach the Seller two (2) months before the expiry date.
 - 7.3. The Buyer is solely responsible for any additional costs i.e. freight incurred for returning these items to the Seller.

8. Defects

- 8.1. The Buyer must inspect the Goods on delivery and the Buyer notify the Seller within fourteen (14) days of delivery notify of any expired goods, alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer will afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery. If the Buyer fails to comply with these provisions the Goods will be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

9. Consumer Guarantees Act 1993

- 9.1. If the Goods are acquired by the Buyer for business purposes, the Buyer agrees that the Consumer Guarantees Act 1993 does not apply to the contract in respect of those Goods.
- 9.2. Nothing in these terms and conditions 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 and conditions to be modified to the extent necessary to give effect to that intention.

10. Governing Laws

- 10.1. These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

11. Dispute Resolution

- 11.1. The Seller will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

12. Reservation of title

- 12.1. Ownership and title of the goods remains with the Seller until the purchase price and all other monies owing by the Buyer, under the contract or any other contract to the Seller, have been paid in full.

13. Liability

- 13.1. The Seller shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Seller's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Seller, its servants, agents or contractors, nor shall the Seller be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Seller against any claim by any such person.

Read and Acknowledged by:

Name: _____

Signature: _____

Date: _____