



NALSUN IMPORTS
WHOLESALERS & DISTRIBUTORS

Credit application form

Please email to nalsunimports@xtra.co.nz

To ensure your account is opened promptly please include a copy of the following documents

Drivers License or Passport Copy

Please ensure T&Cs & Personal Guarantee is signed

Direct Debit Form filled and signed

ACCOUNT APPLICATION FORM

Customer Details:

*Registered Name:

*Company Registration Number:

Date Established:

*Trading Name:

*Paid Up Capital:

*Nature of Business:

Years in Business:

*Business Status: Ltd Company Sole Proprietor Partnership/Trust Other

*Business Phone:

Mobile Phone:

*Email:

(Please note ALL statements will be sent to this email)

*Postal Address:

*Delivery Address:

Postcode:

*Delivery Instructions:

***Directors'/Proprietors Names:**

Contact Name	DOB	Home Address	Position	Contact Number	Percentage Holding
1.					
2.					

***Trade References** (Please do not include accountants, power/telephone companies etc.)

<u>Company</u>	<u>Contact Person</u>	<u>Contact Number</u>	<u>A/c Open Since</u>
1.			
2.			

***Acceptance of Terms and Conditions**

I/We certify that the above information is true and correct and that I/We am authorised to make this application for credit. I/We have read and understand the TERMS and CONDITIONS OF TRADE (overleaf) of NALSUN IMPORTS ("the seller") which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I/We authorise the use of my/our personal information as detailed in the Privacy Act clause therein.

***Name of person signing the application:**

***Position held:**

***Signature:**

(Authorised Signatory Only)

***Date:**

***Guarantee**

In consideration of Nalsun Imports agreeing to supply _____ (the customer) with goods on credit, I hereby jointly and severally agree with Nalsun Imports as follows:

- I hereby guarantee the due performance by the Customer of the terms and conditions attached hereto and I hereby guarantee to you the payment of any moneys advanced by way of credit to the Customer.
- This agreement shall be a continuing guarantee to Nalsun Imports for all debts whatsoever and whensoever contracted by the Customer with Nalsun Imports, in respect of the goods supplied to it.
- Nalsun Imports shall be at liberty without notice to me at any time and without in any way discharging me from liability hereunder to grant time or other indulgence to the said Customer and to accept payment from it in cash or other means of negotiable instruments and to treat me in all respects as though I were jointly liable with it to Nalsun Imports instead of being merely surety to it.

Guarantor's Name:

Guarantor's Occupation:

Guarantor's Date of Birth (required check):

Guarantor's Passport / Drivers License no.:

Guarantor's Home Address:

Guarantor's Signature:

Date:

Witness's Name:

Witness's Occupation:

Witness's Signature:

Date:

DIRECT DEBIT FORM

Name of my account to be debited (acceptor):

Name of my bank:

Initiator's Authorisation Code

0132883

Approved

3288

10/20

From the acceptor to [insert name of acceptor's bank] (my bank):

I authorise you to debit my account with the amounts of direct debits from **Nalsun Investments JV** with the authorisation code specified on this authority in accordance with this authority until further notice.

I agree that this authority is subject to:

- The bank's terms and conditions that relate to my account, and
- The specific terms and conditions listed below.

Please include the following information on my bank statement:

Authorised Signature/s:

Date:

____ / ____ / ____

Specific conditions relating to notices and disputes

I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice date

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 2 business days before the date of the debit.

If the bank dishonours a direct debit but the initiator sends the direct debit again within 5 business days of the dishonour, the initiator is not required to give you a second notice of the amount and date of the direct debit.

TERMS & CONDITIONS

These terms and conditions of trade apply to all our Sale of Goods Contracts. Any order placed with Nalsun Imports ("our, We, us or Nalsun Imports) by you (You or Customer) constitutes your agreement to be bound by these terms. Any additional or different terms you stipulate or state in any communication with Nalsun Imports are hereby objected to and will not bind Nalsun Imports unless Nalsun Imports agrees in writing. No salesperson, representative or agent is authorised by Nalsun Imports to give any guarantee, warranty or representation in addition to or contrary to these terms. In any event, receipt of goods by you (or another as you direct) upon delivery constitutes your agreement to be bound by these terms.

1. DEFINITIONS

- 1.1 "We, Us and Our" shall mean Saneet Invst Ltd, t/a NALSUN IMPORTS or any agents or employees thereof.
- 1.2 "You and Your" shall mean the customer, any person acting on behalf of and with the authority of the customer or any person purchasing goods from us.
- 1.3 "Goods" shall mean
 - 1.3.1 all Goods of general description specified on the front of this agreement and supplied by us to you, and
 - 1.3.2 all Goods supplied by us to you, and
 - 1.3.3 all inventory that is supplied by us to you, and
 - 1.3.4 all Goods supplied by us and further identifies in any invoice issued by us to you, which invoices are deemed to be incorporated into and form part of this agreement and
- 1.4 "Price" shall mean the cost of the goods as agreed between us and you subject to clause 4 of this contract

2. ACCEPTANCE

- 2.1 Any instructions received by us from you for the supply of goods shall constitute acceptance of the terms and conditions contained herein. These terms and conditions shall apply to future orders you make with us and any terms and conditions to the contrary of these terms and conditions shall not apply.

3. COLLECTION AND USE OF INFORMATION

- 3.1 You authorise us to collect, retain and use any information about you, or for the purpose of assessing your credit worthiness, enforcing any rights under this contract, or marketing and goods and services provided by us to any other party.
- 3.2 You authorise us to disclose any information obtained to any person for the purpose set out in clause 3.1.
- 3.3 Where you are a natural person the authorities under clause 3.1 and are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE AND GST

- 4.1 All prices are exclusive of GST, freight costs and any other applicable taxes and duties and may be subject to increase due to exchange rate fluctuations and such items and increases are payable in addition to the price.
- 4.2 Where no price is stated in writing or agreed to orally the goods shall be deemed to be sold at the current amount as such goods are sold by us at the time of the contract.
- 4.3 The prices may be increased by the reason of factors beyond our control such as changes in law and government policies which may increase the price of the said goods.

5. PAYMENT

- 5.1 Unless otherwise agreed the purchase price shall be paid to us by the 20th of the month following the month in which the invoice was dated.
- 5.2 Payment will not be accepted by any means other than cash, direct credit or direct debit.
- 5.3 We reserve the right to suspend delivery of further goods if the terms of payment are not strictly adhered to by the Customer.
- 5.4 Interest may be charged on overdue accounts at such rate as may be charged by us from time to time.
- 5.5 Any expenses, costs or disbursements incurred by Nalsun Imports in recovering any outstanding monies including debt collection or solicitors costs shall be paid by the Customer.
- 5.6 Receipt of cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. DELIVERY

- 6.1 Delivery of the Goods shall be deemed complete when we give possession of the goods for delivery to you, or possession of the goods is given to a common carrier.

- 6.2 Delivery of the goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.

7. RISK

- 7.1 Risk passes to the Customers upon acceptance of the delivery.
- 7.2 If any of the goods are damaged or destroyed following delivery but prior to the ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the goods.

8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1 The Seller and Customer agree that ownership of the goods shall not pass until
 - A. The customer has paid the Seller all amounts owing for the particular goods and
 - B. The Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer.
 - C. The Customers gives the Seller irrevocable authority to enter any premises occupied by the Customer or on which goods are situated at any reasonable time after default by Customer or before default if we believe a default is likely and to remove and repossess any such goods supplied by the Seller. We shall not be liable for any costs, damages, expenses or losses incurred by you or any third party as a result of this action.
- 8.2 The following shall constitute defaults by you:
 - 8.2.1 Non-payment of any sum by the due date.
 - 8.2.2 You intimate that you will not pay any sum by the due date
 - 8.2.3 Any goods seized by any other creditor
 - 8.2.4 You are bankrupt or put into liquidation or a receiver is appointed to any of your assets
 - 8.2.5 A Court judgement is entered against you and remains unsatisfied for seven days.
 - 8.2.6 You sell your business to a third party whilst any amounts are outstanding to the Seller.

9. PAYMENT ALLOCATION

- 9.1 We reserve the right to allocate any payment we receive from you towards any invoice, and we can make this allocation at the time of payment receipt or at a later time. In the event of your default, we have the option to rearrange any previously assigned payments. If we do not specify how the payment should be allocated, it will be assumed that the allocation is made in a way that safeguards our maximum purchase money security interest in the goods.

10. RETURN OF GOODS

- 10.1 You shall be deemed to have accepted the goods unless you notify us otherwise within 48 hours of delivery of the goods to you
- 10.2 If the goods are not acceptable according to clause 10.1 of this contract you shall pay for the delivery of the returned goods to us whereby you shall be entitled to a credit for the purchase price of any such goods.
- 10.3 Credits will not be issued due to the failure to display the goods within a reasonable time frame for on sale and any such action leads to the goods supplied reaching the expiry or best before date.
- 10.4 Goods will NOT be accepted for returns or credits unless returned in original condition and packaging at time of delivery.

11. LIABILITY

- 11.1 Except as otherwise provided by statute we shall not be liable for:
 - 11.1.1 Any loss or
- 11.2 If the goods are not acceptable according to clause 10.1 of this contract you shall pay for the delivery of the returned goods to us whereby you shall be entitled to a credit for the purchase price of any such goods.
- 11.3 Credits will not be issued due to the failure to display the goods within a reasonable time frame for on sale and any such action leads to the goods supplied reaching the expiry or best before date.
- 11.4 Goods will NOT be accepted for returns or credits unless returned in original condition and packaging at time of delivery.

DECLARATION:

I am/we are duly authorized on behalf of the Customer (whether as agent or otherwise) and with its authority and on its behalf I/we declare, and each guarantor signing below declares that I/we accept and agree to abide by the Terms and Conditions of Trade specified above. I/we give the necessary approvals, consents and authorizations under Paragraph 3) (which relates to the Privacy Act 1993). I/we acknowledge that a copy of the Terms and Conditions of Trade has been received, read and understood. I/we personally have had the opportunity to seek independent legal advice on the signing of this agreement and I/we do accept the conditions by signing the same. I/we have taken a copy of this document. I/we personally guarantee the debt owed to the company at any point in time. I/we receive all payments in good faith.

/ /

Name

Signed

Date