



PUMICE CENTRAL LTD

ACCOUNT APPLICATION FORM

Email:sales@pumicecentral.co.nz
Ph: 07 377 4707

P O Box 1629, Taupo 3351
GST# 126-134-010

Full Legal Name:
Trading Name:
Billing Address:
Delivery Address:
NZ Company Number:
Date Incorporated:
Phone Number:
Fax Number:
Main Contact Person:
Mobile:
Main Contact Email:
Accounts Contact:
Accounts Ph:
Accounts Email:
Type of Business:

Limited Liability Company Partnership Sole Trader

Nature of Business:

Director(s)/Partners Details:

Full Name: Date of Birth:
Home Address:
NZ Drivers Licence #: Expiry Date:
Full Name: Date of Birth:
Home Address:
NZ Drivers Licence #: Expiry Date:
Full Name: Date of Birth:
Home Address:
NZ Drivers Licence #: Expiry Date:

Trade Credit References - not Utility Companies (all three are required):

1. Account # Phone:
2. Account # Phone:
3. Account # Phone:

Estimated Monthly Spend: \$ Time in Operation: YRS No. of Employees:

Purchase Order Required? Approved way of ordering (please Circle): Email / Phone / Fax / Email

I/we certify (as a signatory to this application) that the above information is true and correct and that I am authorized to make this application on behalf of the Buyer and enter into the Terms and Conditions (overleaf).

I/we agree that Pumice Central Ltd may use my personal information, being to personal information about me which I or others provide to you to assess my credit worthiness and financial position in relation to this application for your management, administration, assessment and enforcement of the Buyers agreement with you and for promotional and marketing purposes. I understand that such information collected by you will be held by you at your address above and that I may access and correct that information by contacting you.

By signing this agreement, I/we authorize you to:

- Make enquiries, disclose and obtain any information, about me to and from anyone else (for example to and from credit reporting agencies such as Baycorp Advantage and Veda Advantage etc) for the purposes listed above and the provision of such information by anyone else to you. For example (but without limitation) you may obtain a credit check on me and if there is a default in payment obligation you may give information about that default to your credit reporting agency.
Register a security interest with the New Zealand PPSA (refer clause 13 overleaf).
Consider this signed application as consent for a binding Personal Guarantee (refer clause 14 overleaf) for payment of any amounts unpaid by the Buyer. The Individual(s) listed above agree to pay all debts owed to you if the Buyer defaults. If the Buyer goes into liquidation or enters a personal insolvency procedure, the Buyer allows you to recover what is owed from the Guarantor (Individual, Partner(s) or Director(s)).
Send me promotional and marketing information.

I/we understand that all information you provide to your credit reporting agency will be held and used by that agency for its credit reporting service and the agency may give such information to its customers who use its service.

IN SIGNING THIS DOCUMENT THE BUYER CONFIRMS THAT THE TERMS AND CONDITIONS OVERLEAF FORM PART OF THIS APPLICATION AND THAT THE BUYER IS BOUND BY THE TERMS AND CONDITIONS

Signed By:

Director/Partner: Name: Position:

Dated this day of 20

Office Use Only: Acc#: Rep: Approved:

PUMICE CENTRAL LTD

Terms and Conditions of Trade 2018

1. Interpretation:

- 1.1) Unless accepted by the Seller in writing no variation or modification of these Terms and Conditions will bind the Seller
- 1.2) "Seller" Pumice Central LTD
- 1.3) "Buyer" means the person, company or other business placing the order to have goods supplied or services done
- 1.4) Words importing the singular shall include the plural and vice versa
- 1.5) "The purchase Price" means the total purchase price required by the company for the supply of goods or services made pursuant to the order for purchase, hire or demonstration.

2. Personal Property Securities Act 1999

- 2.1. Upon assenting to these terms and conditions the Buyer acknowledges and agrees that:
 - 2.1.1. These terms and conditions constitute a security agreement for the purposes of section 36 of the Personal Property Securities Act 1999 ("PPSA"); and
 - 2.1.2. A security interest is taken in all Goods previously supplied by the Seller to the Buyer (if any) and all Goods that will be supplied in the future by the Seller to the Buyer during the continuance of the parties relationship.
- 2.2. The Buyer undertakes to:
 - 2.2.1. Sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register ("PPSR");
 - 2.2.2. Indemnify, and upon demand reimburse the Seller for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any Goods charged thereby;
 - 2.2.3. Not register a financing change statement (in accordance with Regulation 9) or a change demand (in accordance with Regulation 10) without the prior written consent of the Seller;
 - 2.2.4. Give the Seller not less than 14 days prior written notice of any proposed change in the Buyers name and/or address, facsimile number or business practice); and
 - 2.2.5. Immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 2.3. Unless otherwise agreed to in writing by the Seller, the Buyer waives its right to receive a verification statement in accordance with Section 148 of the PPSA.

3. Personal Guarantee

- 3.1. Upon assenting to these terms and conditions the Buyers Director(s) and/or Partners acknowledge that in the event of the Company or Partnership being unable to pay any current or future amounts owing to the Seller they jointly or severally accept full personal liability for those amounts owing to the Seller.

4. Offer

- 4.1 The quotation constitutes an offer of service and is valid for 30 days. Outside of this period, the price quote is subject to increases in prices of plant, materials and employed labour and may be adjusted accordingly. The Buyer's written acceptance within that period of time shall create a contract between the Seller and the Buyer on the following terms and conditions.
- 4.2 All rates quoted exclude GST which is payable in addition.
- 4.3 Where work is carried out for more than one client, the persons signing the acceptance of the quote will be responsible for payment of all monies.
- 4.4 Where we have priced this work without viewing the site or specifications, we reserve the right to alter our quoted rates should details differ from our expectation when quoting. We would expect that we would have notified you of the differences prior to commencing work on site.
- 4.5 A monthly administration fee of \$5.00 applies to all account holders.

5. Acceptance

- 5.1 By acceptance of this quotation the buyer acknowledges that it agrees to all the terms and conditions contained here. This quotation contains all the terms of the agreement between the parties. Any further terms must be agreed to in writing and signed by the parties.

6. Ownership

- 6.1 Notwithstanding that the Buyer has obtained delivery and possession of the goods, ownership of the goods will remain with the Seller until the full purchase price shall have been paid, and until such payment is made in full. In the event that any such material is incorporated with your property, that value of the material shall be deemed held on trust for the Seller.

7. Payment

- 7.1 Payment shall be made upon delivery of the goods OR the terms declared in the Seller quotation OR where the Seller has agreed to provide credit to the Buyer payment shall be made by the **15th day of following month**.
- 7.2 We reserve the right to charge interest at 7.5% per month on overdue amounts.
- 7.3 The Buyer agrees that the Seller has sole discretion to apply payments from the Buyer to any transaction or Seller invoice notwithstanding that the Buyer may have applied the payment to a particular transaction or invoice.
- 7.4 The Buyer shall make payments of all amounts due to the Seller without any delay or deduction whether by way of set-off, counterclaim or otherwise. If at any time the Seller reasonably deems the credit of the Buyer to be unsatisfactory, it may require the Buyer to provide at the Buyer's cost, security for payment and/or the Seller may suspend performance of its obligations under this contract until security is provided to the Seller's satisfaction and the Seller may require the Buyer to pay all costs incurred as a result of suspension and re-commencement of supply including debt collection and legal costs.

8. Liability

- 8.1 The Seller shall not be liable for any form of loss whatsoever, or damage arising either directly or indirectly from or in connection with the service supplied by the Seller or which the Seller fails to supply.
- 8.2 The Seller will not liable for Buyer misdirection i.e. incorrect information supplied at job. The Buyer will be liable for costs to correct work.

9. Notification for Correction of Work

- 9.1 If work is not completed to the Buyer's satisfaction – notification must be made within fourteen working days from work completed otherwise, the Buyer will be liable for the total cost of work.

Signed by the Buyer: _____ Dated _____

Printed Name of Buyer: _____