CUSTOMER CREDIT ACCOUNT APPLICATION

Trading Name	
Company #	
Postal Address	
Physical Address	
Phone	
Mobile	

CONTACT FOR PAYMENT OF ACCOUNTS

Banker		Branch	
Phone			
Solicitor			
Phone			
Accountant			
Phone			

Type of business	Limited Company

© BrandSpec Group Limited

DIRECTORS/PARTNERS

1

Name

Date of Birth

Address

2

Name

Date of Birth

Address

CREDIT REFERENCES

1 Name Email

2 Name Email

3 Name Email

*The customer warrants that the above particulars are true and correct and agrees that all orders place with **BrandSpec Group Limited** and all goods supplied by **BrandSpec Group Limited** are supplied on the basis of the attached terms and conditions.*

Signed for and on behalf of the customer:

Name:

Position

Date

Note: If the customer is a company or partnership, this application must be signed by a Director of the company or Principal of the partnership as the case may be.

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PERSONAL GUARANTEE TO BRANDSPEC GROUP LIMITED:

I _____

(full name of Guarantor)

in consideration of **BrandSpec Group Limited** agreeing to supply goods on credit

to _____

(full name of Customer)

AGREE AS FOLLOWS:

1. 1. I/We personally guarantee to **BrandSpec Group Limited** the due payment of all moneys due or which may become due to **BrandSpec Group Limited** by the Customer for or on account of goods or services supplied by **BrandSpec Group Limited** to the Customer.

1. I/We will indemnify **BrandSpec Group Limited** against any costs, expenses and losses which **BrandSpec Group Limited** may incur or suffer as a result of the Customer not making due payment.

1. No granting of credit, extension of former credit or granting of time to the Customer and no waiver indulgence or neglect to sue on **BrandSpec Group Limited** part shall impair my/our liability, as between myself/ourselves and **BrandSpec Group Limited**. I/We shall be deemed to be a principal debtor and liable to **BrandSpec Group Limited** accordingly.

2. Where this guarantee is given by more than one person, we acknowledge that our liability shall be joint and several.

Signed by the Guarantor

Guarantor Occupation:

Guarantor Address:

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GENERAL TERMS AND CONDITIONS OF TRADE

1. General

1.1 The following terms and conditions apply to all orders placed with and goods supplied by **BrandSpec Group Limited** (hereinafter called **BrandSpec Group Limited**).

1.2 Notwithstanding clause 1.1, **BrandSpec Group Limited** may by written notice to the Customer alter or replace these terms and conditions. All orders placed subsequently by the Customer shall be upon the altered or replaced terms and conditions.

2. Prices and Orders

2.1 All prices are exclusive of GST and insurance/freight/handling charges unless otherwise stated. The Customer shall pay GST and insurance/freight/handling charges in addition to the price quoted.

2.2 The prices quoted may be revised by **BrandSpec Group Limited** subsequent to accepting an order in the event of any occurrence affecting delivery caused by War, Government action, variation in Customs duties, increased shipping charges and any other matter beyond control of **BrandSpec Group Limited**. In that event the Customer shall have the right to withdraw its order.

2.3 All backorders at the time of any price change will reflect the new price.

2.4 No order shall be binding on **BrandSpec Group Limited** until accepted in writing by **BrandSpec Group Limited** or a person authorised on its behalf.

3. Payment

3.1 Payment is due in accordance with the terms set out in the Customer's account application or if no such terms are stipulated by the 20th day of the month following the date of purchase.
Payment is to be made without deduction or set off in cash, by cheque or direct credit into **BrandSpec Group Limited** bank account.

3.2 Where any payment is not made on the due date, then without prejudice to any other rights or remedies available to **BrandSpec Group Limited** under these terms and conditions or at law or in equity or otherwise **BrandSpec Group Limited** may:

- 3.2.1 Charge interest, by way of liquidated damages, on all overdue accounts at the rate of 2% per month calculated on a daily basis from the date on which payment was due until payment is made;
- 3.2.2 Withhold deliveries or cancel undelivered orders or portions of such orders, retain as liquidated damages any monies paid by the Customer and sue the Customer for damages;
- 3.2.3 Cancel any other order or contract or arrangement between **BrandSpec Group Limited** and the Customer or suspend the performances of such order, contract or arrangement pending payment without being liable to the Customer for any losses of any kind that it might suffer.

3.3 The Customer shall upon demand reimburse **BrandSpec Group Limited** for all costs (including legal costs on a solicitor/client basis), expenses or other sums incurred by **BrandSpec Group Limited** in the recovery of the monies due and/or the goods, which sum shall also carry interest at the rate specified in clause 3.2.1 if unpaid within one calendar month of demand having been made.

3.4 **BrandSpec Group Limited** shall be entitled to apply or appropriate any payments to any account of the Customer. Should the Customer have a number of accounts, **BrandSpec Group Limited** may combine any accounts and offset any amount between accounts.

3.5 **BrandSpec Group Limited** reserves the right to impose a credit limit at any time, which may be altered or withdrawn at **BrandSpec Group Limited** discretion with effect from the date that **BrandSpec Group Limited** notifies the Customer of such change.

3.6 If at any time it deems the credit of the Customer to be unsatisfactory **BrandSpec Group Limited** may require security for payment and may suspend performance of its obligations under the contract until the provision of sufficient security. All costs and expenses of, or incurred by, **BrandSpec Group Limited** as a result of such suspension and any recommencement shall be payable by the Customer upon demand.

4. Delivery and Returns

4.1 The time stated for delivery is an estimate only and shall not be of the essence to the contract. Unless **BrandSpec Group Limited** has agreed to deliver the goods to the Customer's premises, delivery obligations shall be limited to making the goods available at **BrandSpec** premises. Where **BrandSpec Group Limited** has agreed to deliver the goods to the Customer's premises, the Customer shall ensure that the carriers will have uninterrupted access to the Customer's premises to enable the goods to be delivered by the carriers. Where the goods are not collected by the Customer within seven days of notification that the goods are available for collection or, where the goods are to be delivered to the Customer's premises and access is not provided to the carriers the Customer shall pay **BrandSpec Group Limited** upon demand such amount calculated by **BrandSpec Group Limited** as will compensate **BrandSpec Group Limited** and the carriers for wasted time and expenditure and any storage charges.

4.2 Where **BrandSpec Group Limited** has agreed to deliver the goods to the Customer's premises the Customer will pay for transportation costs unless otherwise agreed between the parties in writing.

4.3 The Customer will promptly check for correctness of deliveries made by **BrandSpec Group Limited**. No liability will be accepted for any shortages, breakages, or defective goods unless **BrandSpec Group Limited** is notified in writing within 24 hours of delivery. Returns will only be accepted within one month from the date of invoice and must be accompanied by the invoice.

4.4 Orders may not be cancelled and goods returned for credit except in accordance with clause 4.3.

5. Risk and Ownership

5.1 Risk in any goods supplied by **BrandSpec Group Limited** to the Customer shall pass when the goods are delivered to the customer or into custody on the Customer's behalf and it shall be the Customer's obligation to insure the goods from that time.

5.2 Title to and ownership of the goods shall not pass to the Customer until all monies payable to **BrandSpec Group Limited** (whether for the goods or otherwise) have been paid by the Customer in full. Until title in the goods passes to the Customer, the Customer must:

- 5.2.1 Keep the goods in good condition;
- 5.2.2 Keep the goods fully insured to their full replacement values against all risks;
- 5.2.3 Not encumber the goods in any way;
- 5.2.4 Hold and keep the goods separately from other property in the possession of the Customer and in a manner which enables the goods to be easily identifiable as goods supplied by **BrandSpec Group Limited**.

5.3 If the Customer resells the goods or any of them before payment is made the Customer shall hold the proceeds of resale of the goods or any of them in trust for **BrandSpec Group Limited** and account to **BrandSpec Group Limited** for all monies owed by the Customer to **BrandSpec Group Limited**. If the Customer resells the goods or any of them so as to create a debt owed to the Customer, the Customer hereby assigns all legal and equitable title to that debt to **BrandSpec Group Limited** and the Customer hereby irrevocably appoints **BrandSpec Group Limited** as its attorney with all powers permitted by law for a purpose of effecting any such assignments and recovery of any such debt in the name of the Customer for the benefit of **BrandSpec Group Limited.**

5.4 **BrandSpec Group Limited** shall be entitled to repossess all goods which it claims belongs to it at any time without notice and for such purpose it shall be lawful for **BrandSpec Group Limited** and/or its agent to enter any premises where such goods are or are believed to be and to remove such goods. The Customer indemnifies and agrees to hold harmless **BrandSpec Group Limited** against any damage howsoever caused in relation to such entry and removal including consequential loss or damage to any third party or to the Customer.

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6. Personal Property Securities Act 1999

6.1 The Customer acknowledges that **BrandSpec Group Limited** holds a "security interest" in the goods and any proceeds of the sale of the goods pursuant to Section 17 of the Personal Property Securities Act 1999 ("the PPSA") and that **BrandSpec Group Limited** may register a financing statement in respect of the goods and any sale proceeds together with any other goods and any sale proceeds of those goods in accordance with the provisions of the PPSA.

6.2 The Customer waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by **BrandSpec Group Limited** under clause 6.1.

7. Branded Material

7.1 **BrandSpec Group Limited** may from time to time loan marketing and promotional materials accessories and products bearing brands exclusively marketed through **BrandSpec Group Limited** to the customer. The Customer shall use such materials and products only to serve or promote the product associated with that brand. If any such materials or products require replacement or renewal of parts during the time it is in possession of the Customer, then the Customer will pay the costs of the renewed or replaced parts whether or not the need for renewal or replacement arises during the course of normal use and general wear and tear or as a result of misuse by the Customer. **BrandSpec Group Limited** may demand return of any such materials and products at any time. The Customer will pay for any materials and products not returned to **BrandSpec Group Limited**

8. Warranties and Liabilities

8.1 Save for any warranties and conditions conferred in writing by **BrandSpec Group Limited** on the Customer in relation to particular goods sold by **BrandSpec Group Limited** to the Customer, **BrandSpec Group Limited** makes no representation and gives no assurance, condition or warranty of any kind to the Customer (including any assurance, condition or warranty implied by law to the extent that the assurance, condition or warranty can be excluded) in relation to the goods and accepts no liability for any assurance, condition, warranty, representation, statement or term not expressly set out in these terms and conditions. The Customer specifically acknowledges that where it is requiring the goods for business purposes the provisions of the Consumer Guarantees Act 1993 are excluded.

8.2 **BrandSpec Group Limited** will replace with reasonable despatch any defective goods subject to compliance by the Customer with the provisions of clause 4.3.

8.3 The benefit of any warranties and conditions conferred by **BrandSpec Group Limited** on the Customer are personal to the Customer and are not assignable.

8.4 Subject to the provisions of the Fair Trading Act 1986, **BrandSpec Group Limited** shall not be liable to the Customer or any other person for any indirect or consequential loss or damage of any kind arising out of defective goods or any breach by **BrandSpec Group Limited** of its warranties or conditions or obligations under these terms and conditions or negligence or otherwise and regardless of the legal basis of any claim, **BrandSpec** maximum liability to the Customer under any circumstances is limited to a sum not exceeding the invoiced value of the goods.

9. Retentions

9.1 As Where the Customer is on-supplying goods supplied by **BrandSpec Group Limited** pursuant to a contract with any third party, **BrandSpec Group Limited** does not accept any payment retentions terms or agreements the Customer may have made with that third party and payment for goods supplied shall always be made pursuant to these terms and conditions.

10. Information

10.1 The Customer authorises:

10.1.1 **BrandSpec Group Limited.** Group to obtain any information concerning the Customer's affairs that **BrandSpec Group Limited** deems necessary.

10.1.2 Any reputable credit agency and any other person to provide **BrandSpec Group Limited** with any information which **BrandSpec Group Limited** regards as relevant to the Customer's credit activities and credit worthiness.

10.1.3 **BrandSpec Group Limited** to provide to any credit reporting agency and any other person any information about the Customer's credit activities and credit worthiness.

10.1.4 **BrandSpec Group Limited** to utilise any information provided by the Customer for the purpose of marketing its goods or services.

10.2 To the extent required under the Privacy Act 1993 the Customer is entitled to have access to and to request correction of personal information concerning the Customer which has been collected by **BrandSpec Group Limited**.

11. Force Majeure

11.1 **BrandSpec Group Limited** shall not be responsible to the Customer for failure to perform any of its obligations due to causes beyond its control including work stoppages, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences. In such circumstances **BrandSpec Group Limited** shall have the right at its discretion to delay the performance of its obligations until such causes cease or to cancel the whole or any part of the contract without incurring any liability to the Customer.

12. Governing Law

12.1 These Terms and Conditions are governed by the laws of New Zealand

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I/we have read and understood the above Terms and Conditions of Trade:

Name

Position

Company

Signature

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