

New Account Application Form

Trading Name: _____

Legal Name: _____ (The Customer)

Business Type (Circle one): Public Company/Private Company/Partnership/ Sole Trader/Incorporated Society/ Other: _____

Company No: _____ Registered office address : _____

Postal Address: _____

Delivery Address: _____

Contact Name: _____ **Phone No:** _____

Email Address: _____

Business Activities: _____

Business Principals: (Directors, Shareholders, Full name, Residential Address, Office or Title)

(1) _____

(2) _____

(3) _____

Solicitors: (include address) _____

Accountant: (include address) _____

Time in Business: (years) _____ **Paid up Capital:** _____

Trade Credit references: (Note: Telephone & Area Code must be included. NO utilities, solicitors, accountants or banks)

1. _____

2. _____

3. _____

Persons with authority to order are: _____

Are Order Numbers required: YES/NO Name of Accounts Payable Contact: _____

The services that I/we will likely require from you include hardware/ hardware and installation/ electronic alarm/ alarm monitoring/CCTV (Please circle relevant option/s)

I/We hereby apply to open a Trading account with Ross Galt Lock & Alarm Ltd (The Vendor): I/We ...

- Have duly read and understood the terms and conditions attached;
- Agree to the terms stated;
- Certify that the above details are correct; and
- (in the case of a limited liability company or partnership) confirm that I am duly authorised to sign on it's behalf.
- Agree to pay all monies owed by the 20th of the Month following the date of the invoice;
- Authorise the nominated trade referees to disclose any information regarding our trading activities
- Agree all unpaid monies will incur collection / legal fees (as between solicitor and client)

Signed: _____ **Date:** _____

Print Full Name: _____ **Position:** _____

TERMS AND CONDITIONS

1. **FREIGHT TERMS:** All prices are inclusive of GST. Where appropriate a minimum freight charge of \$6.00 will be made.
2. **PAYMENT TERMS:**
 - a. Nett monthly payment by 20th of month following invoice date. (For 7 day accounts payment must be made within 7 days of the date of Invoice).
 - b. Ross Galt Lock & Alarm Ltd (The Vendor) may, at its sole discretion, require payment of a deposit by the customer prior to processing any order.
 - c. All costs of or incurred by the Vendor as a result of a default by the Customer including, but not limited to, administration charges, debt collection costs and legal costs as between solicitor and client are payable by the Customer.
 - d. If an account is not paid within thirty days after the due date, the account may be referred to our debt recovery agency and we may charge you a minimum default fee of 25% of the unpaid portion of the price (but not less than \$28.13) to cover our legal and recovery costs.
3. **CREDIT/RETURNS:** No goods will be accepted for credit that are correctly supplied and invoiced if not returned freight paid within 14 days. Goods must be in good saleable condition in the manufacturer's/suppliers original packaging. In all situations the Vendor reserves the right to accept or reject any request for goods to be returned. The Vendor also reserves the right to apply a 10% charge on all returned goods to cover the cost of credit and the restocking of all returned goods. Any item not normal stock line may incur a 20% penalty plus return freight.
4. **DAMAGE DEFECTS AND LOSS IN TRANSIT:** Any complaints of damage, short delivery, loss in transit or defects must be made to the Vendor within 14 working days of delivery to the customer. The Vendor shall have the right in its discretion to repair or replace the goods in respect of which any complaint is made and proven, or to refund or credit the portion of the purchase price applicable.
5. **QUOTATION:** Unless otherwise specified, where a written quotation is given by the Vendor for the supply of Goods and Services:
 - a. The quotation will be valid for thirty days from the date of issue
 - b. The vendor reserves the right to alter the quotation if the Customer requests variations to the supply of Goods & Services and /or of circumstances beyond the Vendor's control
6. **LIABILITY:** The Vendors liability for any defect in the goods & services is limited to the purchase price of the goods & Services. The Vendor shall not be liable for any direct or consequential loss or damage attributed to defects in the goods nor in respect of conditions or warranties whether expressed or implied by Statute or at common law or otherwise which have not been confirmed by the company in writing.
7. **ACCURACY:** The customer acknowledges that the Vendor has entered into this Agreement on the basis of information supplied to the Owner by the Customer and warrants that the information is accurate.
8. **OWNERSHIP:** Notwithstanding that risk in the goods shall pass when they are delivered to the customer, ownership is retained by the Vendor until payment is made in full. If the goods are sold by the customer prior to payment or if they shall become constituents of other goods then the proceeds of sale shall be of property of the Vendor. The Vendor shall be deemed to have leave to enter upon the property of the customer for the purpose of regaining possession for that purpose.

The Vendor will not be responsible for any damage reasonably caused in the course of removal of Goods supplied whether such goods are in the possession of the Customer or a third party and the Customer indemnifies the Vendor to the full extent in respect of damage caused in the course of removal from the property of a third party.
9. **PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES:** If the Customer is a Company or Trust, the Director(s) or Trustee(s) accepting these Terms, in consideration for the Vendor agreeing to supply Goods and Services and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally guarantee as principal debtors to the Vendor the payment of any and all moneys now or hereafter owed by the Customer to the Vendor and indemnify the Vendor against non-payment by the Customer. Any personal liability of a signatory hereto will not exclude the customer in any way whatsoever from the liabilities and obligations contained in these Terms. The signatories and the Customer will be jointly and severally liable under these Terms and for payment of all sums due hereunder.
10. **CHANGES OF GENERAL TERMS AND CONDITIONS:**
 - a. The Vendor may at any time refuse an order by the Customer or decline to approve any application by the Customer for any reason whatsoever.
 - b. The existence of an account by the Customer with the Vendor does not automatically entitle the Customer to credit in the future.
 - c. Failure by the Vendor to enforce any of the terms and conditions contained in these Terms will not be deemed to be a waiver of any of the rights or obligations the Vendor has under these Terms.
 - d. The Vendor may from time to time by written notice to the Customer amend, add to or repeat the trading conditions covered by these Terms or may substitute any fresh trading conditions and such amendment, addition or substitute trading conditions will be binding on the Customer fourteen days after the date of delivery of the notice.
 - e. The Vendor may cancel the Customer's Account at any time for any reason whatsoever and without necessarily advising any reason.
11. **ENTIRE AGREEMENT.** These Terms constitute the entire agreement and supersede and extinguish all prior agreements and understandings between the Vendor and the Customer. If there is inconsistency between these Terms and any order submitted by the Customer or any other arrangement between the Vendor and Customer, these Terms prevail unless otherwise agreed in writing by the parties.
12. **GOVERNING LAW.** These Terms will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand Courts will have exclusive jurisdiction over any dispute in relation to the Goods and Service