



CREDIT APPLICATION FORM

ENTITY DETAILS

Applicant's Full Legal Name (i.e. not trading name):		("the customer")
(Please tick)		
<input type="radio"/> Sole Trader	<input type="radio"/> Individual	<input type="radio"/> Partnership
<input type="radio"/> Ltd	<input type="radio"/> Company	<input type="radio"/> Other:
Trading as:		
Postal Address:		
Physical Address:		
Telephone:	Fax:	Email Address:
Type of Business (Please tick)		
<input type="radio"/> Pet Shop	<input type="radio"/> Veterinary Clinic	<input type="radio"/> Cattery
<input type="radio"/> Kennel	<input type="radio"/> Grooming Parlour	<input type="radio"/> Other:
Contact Person (Sales/Purchases):		
Contact Person (Accounts Payable):		

OWNERSHIP

Please insert Owner(s) / Directors Name(s) in full	
1:	Address:
2:	Address:
IF LIMITED LIABILITY COMPANY - Address of Registered Office:	
Date of Incorporation:	Company Registration No:

TRADE REFERENCES

Company	Contact Name	Phone Number	Account open since

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf. I/We warrant to NZ Pets Supplies Limited that the above information is to the best of my knowledge, information and belief true and correct and that I/we am duly authorised to enter into this application and future contracts on behalf of the customer. I/we also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am also signing this application form in my/our personal capacity.

Signed..... Print Name..... Designation.....

Dated this..... day of 20.....

PERSONAL GUARANTEE

I/we the undersigned Guarantor/s below acknowledge that I/we am/are aware of all the provisions of this application and the terms upon which credit is to be provided to the applicant and I/we hereby confirm that in consideration for NZ Pets Supplies Limited agreeing to supply goods/services and credit to the applicant I/we jointly and severally personally undertake as principal debtors the payment of any and all monies now or hereafter owed by the applicant to NZ Pets Supplies Limited and indemnify NZ Pets Supplies Limited against nonpayment by the applicant. I/we and the applicant shall be jointly and several liable under the terms and conditions of this contract and for the payment of any sums due hereunder.

Full Name: **Signature:**

Full Name: **Signature:**

TERMS & CONDITIONS OF TRADE

The following terms and conditions apply to all orders placed with NZ Pets Supplies Ltd ("NZ Pets Supplies", "we", "us") to the Customer ("you"). They will replace all earlier NZ Pets Supplies Terms and Conditions of Trade and any conditions contained in any document purporting to have Contractual effect. Your acceptance of any Product from NZ Pets Supplies indicates your acceptance of these Terms and Conditions of Trade.

1 DEFINITIONS

1.1 "Contract" shall mean the Contract between NZ Pets Supplies and the Customer for the purchase of Product.

1.2 "Customer" shall mean a party to whom "NZ Pets Supplies" supplies Product.

1.3 "Product" shall mean any goods or services of any kind which are supplied by NZ Pets Supplies to you.

2 PRICES

2.1 The price is exclusive of GST and freight, all of which will be an additional charge to the Customer. Every attempt will be made to supply Product at the price listed, however prices are subject to change without notice and the price will be that at the time of dispatch. NZ Pets Supplies reserves the right to increase the prices to recover any government taxes and charges imposed after the date of your order.

2.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the goods that is beyond the control of NZ Pets Supplies between the date of the contract and delivery of the goods.

3 PAYMENT

3.1 Payment for goods shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date"). Your payment is made only when funds have fully cleared through the banking system into our bank account.

3.2 Interest may be charged on any amount owing after the due date at the rate of 2% per month or part month.

3.3 We are entitled to charge you costs (including collection costs and legal costs on a solicitor-client basis) and suspend delivery of further Product or performance of further services until the account is paid in full.

4 LIMITATION & EXCLUSION

4.1 Any claims are limited to a sum not exceeding the invoiced value of the Product. NZ Pets Supplies and its employees, contractors and agents will be under no liability for any damages or losses of any kind, direct or indirect, however that loss or damage is caused or arises.

4.2 Where these Terms and Conditions would otherwise be subject to the provisions of the Consumer Guarantees Act 1993 and where such supply is a supply for business purposes, you agree that the Products are supplied to you for business purposes in terms of Section 2 and 41 of the Consumer Guarantees Act 1993 and that the provisions of the Consumer Guarantees Act 1993 do not apply to you as you are not a Consumer for the purposes of these Terms and Conditions.

4.3 Nothing in these Terms and Conditions shall be interpreted as excluding or restricting any legal liability of NZ Pets Supplies under the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and all provisions of these Terms and Conditions shall be read as modified to the extent necessary to give effect to that intention.

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

5.1 Title in any Goods supplied by NZ Pets Supplies passes to the Customer only when the Customer has made payment in full for all Goods provided by NZ Pets Supplies and of all other sums due to NZ Pets Supplies by the Customer on any account whatsoever. Until all sums due to NZ Pets Supplies by the Customer have been paid in full, NZ Pets Supplies has a security interest in all Goods.

5.2 If the Goods are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods shall remain with NZ Pets Supplies until the Customer has made payment for all Goods, and where those Goods are mixed with other property so as to be part of or a constituent of any new Goods, title to these new Goods shall be deemed to be assigned to NZ Pets Supplies as security for the full satisfaction by the Customer of the full amount owing between NZ Pets Supplies and the Customer.

5.3 The Customer gives irrevocable authority to NZ Pets Supplies to enter any premises occupied by the Customer or on which Goods are situated at any reasonable time after default by the Customer or before default if NZ Pets Supplies believes a default is likely and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are incorporated.

NZ Pets Supplies shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. NZ Pets Supplies may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Goods and credit the Customer's account with the invoice value thereof less such sum as NZ Pets Supplies reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

5.4 Where Goods are retained by NZ Pets Supplies pursuant to clause 5.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

5.5 The following shall constitute defaults by the Customer:

5.5.1 Non payment of any sum by the due date.

5.5.2 The Customer intimates that it will not pay any sum by the due date.

5.5.3 Any Goods are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods.

5.5.4 Any Goods in the possession of the Customer are materially damaged while any sum due from the Customer to NZ Pets Supplies remains unpaid.

5.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.

5.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.

5.5.7 Any material adverse change in the financial position of the Customer.

5.6 If the Credit Repossession Act applies to any transaction between the Customer and NZ Pets Supplies, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

6. PAYMENT ALLOCATION

6.1 NZ Pets Supplies may in its discretion allocate any payment received from the Customer towards any invoice that NZ Pets Supplies determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by, payment shall be deemed to be allocated in such manner as preserves the maximum value of NZ Pets Supplies' purchase money security interest in the Goods.

7. DISPUTES AND RETURN OF GOODS

7.1 No claim relating to Goods will be considered unless made within seven (7) days of delivery of the Goods.

7.2 Any Goods, accepted for return, must be returned in the same condition they were purchased within seven (7) days of purchase. Return freight cost is the customers' responsibility. No Goods will be accepted for return without prior approval of NZ Pets Supplies.

7.3 Goods will only be credited when NZ Pets Supplies or its sales agent have confirmed that they have been returned.

8. LIABILITY

8.1 The Consumer Guarantees Act 1993, the Commerce Act 1986, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon NZ Pets Supplies which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on NZ Pets Supplies, NZ Pets Supplies' liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

8.2 Except as otherwise provided by clause 8.1 NZ Pets Supplies shall not be liable for:

8.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the customer or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from goods provided by NZ Pets Supplies to the customer; and

8.2.2 The customer shall indemnify NZ Pets Supplies against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of NZ Pets Supplies or otherwise, brought by any person in connection with any matter, act, omission, or error by NZ Pets Supplies its agents or employees in connection with the goods.

8.2.3 NZ Pets Supplies will not be liable in any way for any direct or consequential loss arising from late delivery or failure to provide goods promptly.

9. CONSUMER GUARANTEES ACT

9.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods from NZ Pets Supplies for the purposes of a business in terms of section 2 and 43 of that Act.

10. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

10.1 If the customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for NZ Pets Supplies agreeing to supply goods and grant credit to the customer, also sign this contract in their personal capacity and jointly and severally personally guarantee and undertake to NZ Pets Supplies the payment of any and all other monies now or hereafter owed by the customer to NZ Pets Supplies. Any personal guarantee made by any party shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract.

The guarantors and customer shall be jointly and severally liable under the terms and conditions of this contract.

11. CANCELLATION

11.1 NZ Pets Supplies shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of Goods to the Customer if the Customer fails to pay any money owing after the due date or the Customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.

11.2 Any cancellation or suspension of this agreement shall not affect's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the Customer's obligations to under this contract.

12. MISCELLANEOUS

12.1 NZ Pets Supplies shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

12.2 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

12.3 The sale of the Goods to the Customer is on a non-exclusive basis and NZ Pets Supplies has the right to sell the Goods to other parties at such prices in terms of sale without limitation on each occasion.

13. GENERAL

13.1 We do not allow our products to be sold on Trade Me and Ebay without our consent.

13.2 You agree to accept additional terms of trade issued with any invoice or quotation given by NZ Pets Supplies that may change from time to time. We reserve the right to amend these Terms and Conditions of Trade from time to time.

13.3 If NZ Pets Supplies fails to enforce any terms or to exercise its rights under these terms and conditions at any time, we have not waived those rights.

13.4 These Terms and Conditions of Trade are governed by the laws of New Zealand.

