



bambury

APPLICATION FOR CREDIT & NEW ACCOUNT FORM

Please ensure all pages are completed and returned without delay.

OFFICE USE ONLY

Four horizontal lines for office use only.

ACCOUNT NAME DETAILS:

Registered Company Name: _____

Company Number: _____

Trading Name: _____

GST Number: _____

Years in Business: _____ Credit Limit Requested: _____

Email: _____

Phone Number: _____ Fax Number: _____

POSTAL DETAILS:

Postal Address Line 1: _____

Postal Address Line 2: _____

DELIVERY DETAILS:

AS ABOVE

Delivery Address Line 1: _____

Delivery Address Line 2: _____

SPECIAL INSTRUCTIONS: _____

ACCOUNTS DETAILS:

STATEMENTS WILL BE EMAILED TO CUSTOMERS UNLESS OTHERWISE REQUESTED

Contact Name: _____

Phone Number: _____ Fax Number: _____

Mobile: _____ Email: _____

BUYERS DETAILS:

AS ABOVE

Contact Name: _____

Phone Number: _____ Fax Number: _____

Mobile: _____ Email: _____

GST Number: 87-974-316

H2 59 Apollo Drive, Mairangi Bay 0632, Auckland / PO Box 301077, Albany, Auckland, 0752

phone: (09) 479 1375 fax: (09) 479 1376

email: sales@bambury.co.nz web: www.bambury.co.nz



TRADE REFERENCES:

Please be sure to include fax numbers as most businesses will only issue written trade references. Phone numbers are to be provided as a back up only when we are having difficulty making contact with your references via fax.

1. Business: _____ Contact: _____
Phone: _____ Fax: _____
2. Business: _____ Contact: _____
Phone: _____ Fax: _____
3. Business: _____ Contact: _____
Phone: _____ Fax: _____
4. Business: _____ Contact: _____
Phone: _____ Fax: _____

I do not wish to apply for credit [] NB: New businesses with little or no trading history will be placed on Proforma Terms & have the opportunity to reissue trade references after trading history is gained.

ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS:

IT IS ESSENTIAL THAT THE TRADING TERMS & CONDITIONS AGREEMENT ATTACHED TO THIS CREDIT APPLICATION BE UNDERSTOOD & SIGNED BY A DIRECTOR/PARTNER OF YOUR ORGANISATION TO ALLOW THE APPLICATION TO BE PROCESSED. (THOSE NOT APPLYING FOR CREDIT ARE STILL REQUIRED TO SIGN OUR TRADING TERMS & CONDITIONS AGREEMENT.)

NAMES & ADDRESSES OF DIRECTORS, PARTNERS & PROPRIETORS:

1 _____
2 _____

GUARANTEE TO BE SIGNED BY DIRECTOR(S) OF PROPRIETARY COMPANY:

At your request and in consideration of you granting credit to the above company, we the undersigned guarantee that payment will be made strictly in accordance with your terms of settlement as quoted on invoice and if the account is not paid by the company in accordance with these terms I will accept personal responsibility for payment. I further agree that this guarantee shall be a continuing guarantee and will not be affected by any postponement of payment or other indulgence granted by you to the above company.

Signature of applicant/s:

DIRECTOR/PARTNER/PROPRIETOR

DATE

**BAMBURY NEW ZEALAND LTD, GST REG. NUMBER 87-974-316
TRADING TERMS & CONDITIONS AGREEMENT**

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1. CREDIT

On application, the Customer's credit limit will be determined by Bambury New Zealand Ltd (Bambury) at its sole discretion as part of the credit application approval process and the Customer will be notified of the limit of available credit in a written Notice of Credit Approval. The Customer agrees that Bambury may obtain, disclose and use information:

- 1.1 about the Customer's credit worthiness or for the purpose of obtaining and maintaining credit information file about the Customer or collecting overdue payments; and
- 1.2 about the Customer for the purpose of providing services to the Customer, including sharing information with other parties.

2. PRICING & ORDERING

- 2.1 All prices are quoted exclusive of any prevailing goods and services tax (GST) that may be applicable.
- 2.2 All prices are quoted inclusive of delivery.
- 2.3 List prices are subject to change without notice.
- 2.4 Broken carton pricing may be applied when less than a carton of a specific product is ordered.
- 2.5 Orders under \$100 will incur a delivery fee; North Island \$15, South Island \$20

3. PAYMENT

- 3.1 All accounts are net 20 days from date of statement ie payment due by the 20th of the month following the month in which the goods were invoiced. Any alternative payment terms must be confirmed and detailed in the Notice of Credit Approval from Bambury.
- 3.2 Should the Customer default in the payment of any monies due under this Agreement then all monies due to Bambury shall immediately become due and payable Bambury shall be entitled to charge interest at a simple daily rate equivalent to the prevailing Westpac business overdraft rate plus 2%, on all overdue accounts from the due date until the date of actual payment. Bambury will be entitled to recover and the Customer agrees to pay all and any costs associated with the recovery of overdue accounts including collection commissions payable to debt collection agencies and solicitor-client / indemnity costs incurred by Bambury.

4. TITLE

- 4.1 Title to the goods shall remain with Bambury and does not pass to the Customer until all monies due and owing has been paid to Bambury. Until title passes to the Customer and without prejudice to Bambury's rights, the Customer must not encumber or otherwise charge the goods and possesses the goods as bailee only and acknowledges that Bambury is entitled to maintain an action for proceeds of sale of any goods by the Customer. Until such time as the Customer has paid all debts due Bambury may enter the premises where the goods are situated and repossess them, or upon demand the Customer must deliver up the goods to Bambury or its agent if so directed and shall indemnify Bambury against any claim for damage, liability, cost, expense or payment which Bambury suffers, incurs or becomes liable for in respect to the exercise of Bambury's rights herein. Notwithstanding the foregoing, the Customer may sell the goods to any third party only in the normal course of business and the Customer may retain the proceeds of such sales in trust for Bambury provided that the Customer adheres to the terms and conditions of this Agreement.
- 4.2 The Customer accepts all risk of loss or damage to the goods, whether caused by the Customer or not, as of the delivery of the goods to the Customer and shall from that time assume responsibility for insuring the goods for their full price.

5. OTHER

- 5.1 Force Majeure: Bambury shall be entitled to delay or cancel delivery or reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the goods by normal rout or means of delivery through any circumstances beyond its control.
- 5.2 Change of ownership – Registered Particulars: The Customer shall not later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the shareholding or directorship, notify Bambury of the proposed change and the Customer shall notify Bambury of any change, alteration or addition to the Customer's internal structure and shall provide full details of the proposed change, alteration or addition, to Bambury and the Customer shall be liable for any goods supplied by Bambury after such change, alteration or addition unless Bambury shall have acknowledge by writing acceptance of the intending change, alteration or addition.
- 5.3 Assignment: The Customer must not assign any of its rights or obligations under these Terms and Conditions without prior written consent from Bambury.
- 5.4 Governing Laws and Conditions: This Agreement is governed by and must be construed according to the laws of New Zealand (NZ). Bambury and the Customer each agree to submit to the non-exclusive jurisdiction of the courts of or exercising jurisdiction in NZ.
- 5.5 Variations: The general Terms and Conditions set out herein may be varied from time to time and the Customer will be notified of such changes. Such variations will be limited to changes necessary to ensure prevailing laws are adhered to and that any other issues herein remain relevant to the spirit and intent of this agreement. Bambury will also display the latest Terms and Conditions on its website at www.bambury.co.nz

6. RETURN OF GOODS POLICY (CLAIMS)

Bambury will always use its best efforts to deliver to the Customer goods fit for purpose and in sound condition. However we acknowledge that there may be occasions when goods do not meet the intended standard or have been damaged in some way. On such occasions the Customer must notify the Bambury sales department (09 448 1560) to determine which of the following options is most suitable to lodge a claim for redress:

- 6.1 Negotiate an agreed discount for the faulty or damaged goods in which case Bambury may then issue a Credit Note to the customer reflecting the agreed discount.
- 6.2 Bambury may recommend disposal of the goods in which case Bambury may issue a reference Disposal Authority Number for the disposal and a Credit Note for the price paid for the goods.
- 6.3 Bambury may direct that the goods be returned according to Bambury's transport instructions and at Bambury's cost in which case Bambury may issue a reference Return Authority Number (to accompany the return of the goods). A Credit Note may then be issued once the goods have been inspected and assessed by Bambury or its representing agent and it can be clearly proven that the fault has occurred due to poor workmanship during manufacture and/or the damage has occurred during any storage or transit for which Bambury has been responsible. Notwithstanding the above Return of Goods Policy, it must not be presumed by the Customer that refunds or discounts that the Customer may decide to give to its Customer for faulty or damaged goods sold, will be automatically recoverable from Bambury.

I agree to all the terms and conditions set out in this Agreement with Bambury:

Registered Company Name..... Company No.....

Trading Name..... GST No.....

Name of Authorised Customer Representative (print)..... Position

Signature of Authorised Customer Representative Date

GST Number: 87-974-316

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