

# A1 SAFETY & PACKAGING NZ LTD

20 Moa Street, Otahuhu P O Box 132153 Sylvia Park, Auckland

Ph: 09 270 0939 Fax: 09 276 6798

Email: accounts@a1safetynpackaging.co.nz/info@a1safetynpackaging.co.nz

Mobile: 021 814 046

## ***NZ'S TOTAL SAFETY & PACKAGING SOLUTION***

### **APPLICATION FOR CREDIT ACCOUNT**

We request that a credit account be opened in our name. We have completed this Credit Application and undertake to make settlement of all account by the 20<sup>th</sup> of the month following date of invoice. We have read and agreed to the **Conditions of Trading Act Disclosure and Consent** as outlined on the reverse of this page.

(PLEASE PRINT CLEARLY)

**COMPANY NAME:**.....

**COMPANY NO:**.....

**TRADE NAME:**.....

**POSTAL ADDRESS:**.....

**STREET ADDRESS:**.....

**NATURE OF BUSINESS:**.....

**TELEPHONE NO:**..... **FAX NO:**..... **EMAIL:**.....

**ACCOUNTANT:**..... **TELEPHONE NO:**.....

**AMOUNT OF MONTHLY CREDIT SOUGHT: \$**.....

**DETAILS OF OWNER/DIRECTORS/PARTNERS ETC OF THE ENTERPRISE**

NAME:..... TELEPHONE NO:..... DOB:.....

ADDRESS:.....

NAME:..... TELEPHONE NO:..... DOB:.....

ADDRESS:.....

NAME:..... TELEPHONE NO:..... DOB:.....

ADDRESS:.....

**REFERENCES: Please provide name and telephone number for three Trade References:  
(NOT: Financial Institutions, landlords, Solicitors, Accountants, Garages, Freight, Telephone or Electrical supply companies)**

(1) ..... TEL:.....

(2) .....

(3) ..... TEL:.....

(4) .....

(5) ..... TEL:.....

(6) .....

SIGNED..... NAME:.....

PLEASE PRINT

POSITION..... **A DULY AUTHORIZED AGENT OF THE COMPANY**

**OFFICE USE ONLY:** Area \_\_\_\_\_ Rep \_\_\_\_\_ Sic: \_\_\_\_\_ Salesperson: \_\_\_\_\_

Acct Number \_\_\_\_\_ Date Loaded: \_\_\_\_\_

Entered By: \_\_\_\_\_

## **TERMS AND CONDITIONS**

These terms and conditions apply to the exclusive of all others including any terms and conditions of the customer except where the exclusions are noted and signed by A1 Safety & Packaging NZ Ltd and the Customer.

### **Payment**

- Payment is due no later than the 20<sup>th</sup> of the month following the date of invoice.
- All goods remain the property of A1 Safety & Packaging NZ Ltd until the full payment has been received.
- All payment to be made to A1 Safety & Packaging NZ Ltd either by cheque or direct payment in the bank account.
- A1 Safety & Packaging reserves the right to determine the level of credit extended to the customer. Supply can be withheld from accounts failing to meet any of the terms of this agreement.
- Interest from due date may be charged on overdue accounts at a rate of 18% pa charged monthly. Any legal action or similar required to recover any amounts outstanding will be added to the account. A1 Safety & Packaging NZ Ltd reserves the right to consign any outstanding debt to a third party.

### **Warranty**

- To the extent allowed by New Zealand law in no event shall the liability of A1 Safety & Packaging NZ Ltd exceed the price of the goods supplied by A1 Safety & Packaging NZ Ltd.
- To the extent allowed by New Zealand law the customer indemnifies and keeps A1 Safety & Packaging NZ Ltd indemnified against all loss suffered or incurred by the customer arising out of use of the goods which loss may be caused by the negligent or wilful act or omission of the customer or modification or alterations of the goods by the customer or customer's employee, agents or contractors or any failure by the customer to use the goods in accordance with the manufacturers and suppliers instructions or common or accepted industry practise. To the extent allowed by New Zealand law the customer releases and indemnifies A1 Safety & Packaging NZ Ltd against any liability arising out of the failure by the customer to properly notify others as to the suitability or manners of using the goods.
- Warranty claims on products must be forwarded to A1 Safety & Packaging NZ Ltd and will be repaired, replaced or credited in that order at A1 Safety & Packaging NZ Ltd's discretion.
- It is intended that in no way are these terms to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent allowed by the Act-these terms are to be altered to the extent necessary to give effect to that intention.

### **Pricing**

- All pricing is subject to alteration without notification but at some extent the notice for the price increment will be given.

### **Delivery**

- Customers will be deemed to have accepted goods as being in accordance with the order unless A1 Safety & Packaging NZ Ltd is notified within 7 days of the receipt of the order.
- Some deliveries attract a freight charge.
- Any agreement to return goods must be in writing. Returned goods attract a restocking fee of 20% unless waived by A1 Safety & Packaging NZ Ltd.

### **Use of Goods**

- Prior to the use of goods the customer will ensure the goods are used only in accordance with the manufacturers and suppliers instructions. The customer shall be responsible for inspecting the goods and making an assessment as to their suitability, having regard to the use to which such goods will be put.

### **Use of information**

- The customer authorises A1 Safety & Packaging NZ Ltd to make enquires about the customer from any other third party to assist credit approval and management of any credit facility granted. The customer authorises any third party to provide A1 Safety & Packaging NZ Ltd with information as it may require in response to its credit enquires. Consent is granted for use of this information in relation to credit enquires.