

# **APPLICATION FOR ACCOUNT**



**APPLICANT'S FULL NAME (Buyer):** .....

**TRADING NAME (If different from above):** .....

**Business Telephone:(0 )** ..... **Facsimile:(0 )** .....

**Mobile Telephone:(0 )** ..... **Email:** .....

**Street Address:** .....

**Mail Address:** .....

**Type of Business:** .....

**Trading Bank:** ..... **Branch:** .....

**OWNERS/PARTNERS/DIRECTORS:**  
**Full names:**

**Private Address**  
**(NOT Box No.)**

.....  
.....  
.....

**Type of Business Entity (please tick one category):**

**Sole Trader.....Limited Liability Company.....Partnership.....Other(Please specify).....**

**I/We** nominate the following businesses/persons as Credit References on my/our behalf and understand that they may be called upon to provide such references:

1. ....Telephone.....
2. ....Telephone.....
3. ....Telephone.....

**I/We** hereby apply to **Elcon Electrical Ltd** for the opening of an account and agree to the "Terms of Sale" as set out on the reverse of this form.

**I/We** irrevocably authorise any person or company to provide you with such information as you may require in response to your credit enquiries. **I/we** further irrevocably authorise you to furnish to such parties details of this application and any subsequent details that I/we may have with you as a result of this application being actioned by you. Where I/we am/are in default of the "Terms of Sale", I/we authorise Elcon Electrical Ltd to supply to any person or firm engaged by Elcon Electrical Ltd to assist it in rectifying such default, full details about me/us and this account.

Signed: ..... Position:..... Date: .....

Signed: ..... Position:..... Date: .....

Signed: ..... Position:..... Date: .....

Signed: ..... Position:..... Date: .....

Authorised signatures **(If a Private Company, ALL directors to sign)**

Please return both pages by post to:

Elcon Electrical Ltd – PO Box 72 733, Papakura, 2244

# Elcon Electrical Ltd - Terms & Conditions of Trade

## 1. PRICE AND PAYMENT

- 1.1 The goods shall be purchased at prices prevailing at the time the goods are dispatched as recorded in the invoices issued by the Company to the Customer.
- 1.2 The Customer shall pay for the goods on the 20th day of the month following delivery.

## 2. INTEREST & COSTS

- 2.1 Payments not made within 10 days of due date may, at the Company's sole discretion, bear interest from the due date at the rate of 2% per month, until paid.
- 2.2 The Customer will pay and reimburse the Company for any expenses, costs, disbursements including legal costs on a solicitor/client basis and any debt collection agency fees in the enforcement or attempted enforcement of any rights of the Company whether contained or not in these Terms.

## 3. CREDIT LIMIT

- 3.1 The Company may, at its discretion, delay or terminate the supply of any goods, including existing and future orders for goods, if the Customer's credit account exceeds the credit limit set by the Company.

## 4. NON RECEIPT OR DAMAGE

- 4.1 The Customer must check all goods on receipt as to quantity and/or damage. The Customer must report to the Company and the relevant Carrier, the non-receipt or damage of the goods within ten (10) days from the date of delivery (or intended delivery if goods are not received).
- 4.2 If the Customer fails to report as above, the Company may, at its sole discretion, reject any subsequent claims by the Customer in respect of such goods. The Company will only replace goods at its sole discretion.
- 4.3 No goods shall be returned for credit without the Company's prior approval.

## 5. CLAIMS

- 5.1 All inquiries or claims regarding goods supplied or not supplied as per order/invoice/packing slip shall be made within ten (10) days of receipt of goods or the intended date of delivery.
- 5.2 In the absence of any such inquiry or claim, the Customer is deemed to have accepted the Company's invoices correct and the goods specified as delivered.

## 5. RISK

- 6.1 Risk passes to the Customer on delivery of the goods at the Customer's premises or Customer's nominated address.

## 7. WARRANTY

- 7.1 If the Customer acquires or holds itself out as acquiring the goods for the purposes of a business, no representation, condition, warranty or promise, expressed or implied, applies to these Terms or to the sale to be effected pursuant to them, other than the manufacturer's written warranty (if any).
- 7.2 If the Customer does not acquire, or hold itself out as acquiring, the goods for the purposes of a business no representation, condition, warranty or promise, expressed or implied, applies to these Terms or the sale effected pursuant to these Terms, other than the manufacturer's written warranty (if any) and the guarantees provided by the Consumer Guarantees Act 1993.
- 7.3 Except as provided in the Consumer Guarantees Act 1993, the Company shall not be liable for any loss of any kind whatsoever suffered by the Customer as a result of a breach of any of the Company's obligations under these Terms or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss damage or injury caused to the Customer's servants, agents, contractors, customers, visitors, tenants, trespassers or other persons. The Customer hereby indemnifies the Company against any claims by such persons.
- 7.4 Notwithstanding anything else in these Terms, the liability of the Company arising from breach of any of the Company's obligations under these Terms, from any cancellation of these Terms or from any negligence on the Company's part, its servants, agents or contractors (but not from any liability under the Consumer Guarantees Act 1993), will be limited to damages which will not exceed the cost of the goods as recorded in the relevant Company's invoices.

## 8. PRIVACY ACT

- 8.1 The Customer authorises the Company:
  - (a) To collect, retain and use personal Information about the Customer for assessing the Customer's credit worthiness, and/or administering the financing, whether directly or indirectly of the Customer's orders for goods and enforcing the Company's rights in respect of such goods, and/or marketing goods and services provided by the Company, and
  - (b) To provide such personal information to any person for the foregoing purposes to any employees and agents of the Company and any other person, in the ordinary course of business, and to credit agencies for the purpose of maintaining effective credit records.
- 8.2 The Customer acknowledges that where such information can be readily retrieved, the Customer shall have access to it, the right to request correction and the right to be notified of action taken in response to any such request, subject to payment of any reasonable charge and that the above authorisations are irrevocable.

## 9. OWNERSHIP

- 9.1 The Customer agrees and confirms that ownership is reserved and legal and equitable title to and property in all goods supplied or agreed to be supplied by the Company is and remains vested in the Company until payment in full has been received by the Company for such goods and all other monies owing by

the Customer to the Company.

- 9.2 Notwithstanding anything to the contrary in these Terms and whether or not the Customer is in default, and whether or not any term of credit has expired, the Company is entitled at any time and from time to time before sale of any goods by the Customer, to recover and take possession of such goods and otherwise exercise in relation to the goods any of its rights whether such rights arise by operation of common law, by contract, by statute or in any other way.

## 10. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- 10.1 The Customer grants to the Company a security interest in:
  - (a) All present and after acquired goods, supplied by the Company to the Customer, including, but not limited to electrical equipment including, switchgear, wiring, cable and otherwise, light switches, electrical fittings of all kinds light fixtures, conduit of all kinds including ducting, ventilation equipment and fittings, together with all associated electrical equipment; and
  - (b) All present and after acquired goods supplied by the Company to the Customer described in any quotation or tender from the Company to the Customer, and/or in any contract between the Company and the Customer, including without limitation, documentation (electronic or otherwise) supplementary to any contract incorporated in the contract by reference or otherwise, and/or in any purchase order or any other order for goods from the Customer, and/or in any dispatch order, invoice, statement or remittance advice from the Company to the Customer.
- 10.2 At the request of the Company, the Customer will promptly execute any documents and do anything else required by the Company to ensure that any security interest created constitutes a perfected security interest over all personal property supplied by the Company until all and any amounts due to the Customer have been paid in full. This obligation extends to executing any amendments to any contract with the Company reasonably requested by the Company and providing the information required by the Company to complete and register a financing statement or financing change statement.
- 10.3 The Customer will not, without the prior written consent of the Company, agree to allow any person (including the Customer) to file a financing statement over any personal property supplied by the Customer while the Customer is liable to the Company for any debt.
- 10.4 If the Customer becomes aware of any person taking any steps to file a financing change statement against any goods supplied to the Customer by the Company, the Customer must immediately notify the Company of such steps.
- 10.5 The terms "security interest", "perfected security interest", "personal property", "financing statement" and "financing change statement" referred to in the above clauses have the meanings given by the PPSA. The Customer agrees and acknowledges that these Terms constitute a "Security Agreement" for the purposes of the PSA.

## 11. CLAIMS RETURN POLICY

- 11.1 Goods supplied in error may be returned for replacement or credit, providing the error is notified to the Company in accordance with clause 5.1 above.
- 11.2 No claim will be recognized unless goods are returned with original invoice/packing slip or unless the number and the date of invoice/ packing slip are provided to the Company.
- 11.3 No claim will be recognised unless returned goods are in saleable, undamaged and clean condition.
- 11.4 All electrical goods must be returned in original packaging, complete with detachable accessories and instruction manuals.
- 11.5 The Company at its sole discretion may accept return of goods surplus to requirements of the purchaser in which event the credit may not be greater than 85% of the original amount charged.

## 12. GENERAL

- 12.1 A period of grace may, at the Company's sole discretion, apply before charging interest as specified clause 2.1 above.
- 12.2 If payment is not received by the Company by the first of the month after due date, the Company will automatically terminate the Customer's credit facility. The Company may exercise discretion and approve individual transactions.
- 12.3 Elcon Electrical Limited will be advised of any default by the Customer pursuant to these Terms.
- 12.4 These Terms apply to all dealings between the Customer and the Company until advised otherwise by the Company in writing.

## 13. ACCEPTANCE

- 13.1 Any instructions received by the company from the Customer for the supply of Services and/or the customer's acceptance of services supplied by the company shall constitute acceptance of the Terms and Conditions contained herein.
- 13.2 Where more than one customer has entered into this agreement, the customer shall be jointly and severally liable for all payments of the Price.
- 13.3 Upon acceptance of these Terms and Conditions by the customer the Terms and Conditions are binding and can only be amended with the written consent of the company.
- 13.4 The customer shall give the company not less than fourteen (14) days prior written notice of any proposed change of ownership of the customer or any change in the customer's name and/or any other change in the customer's details (including but not limited to, changes in the customer's address, telephone/facsimile number/s, or business practice). The customer shall be liable for any loss incurred by The Company as a result of the customer's failure to comply with this clause.

## 14. DEFINITIONS

- 14.1 The words "the company" shall mean any subsidiary or related company of Elcon Electrical Limited.
- 14.2 The word "customer" or words "the customer" shall mean the customer (or any person acting on behalf of and with the authority of the customer).