

Account Application

Company Legal Name	<input type="text"/>		
Trading Name	<input type="text"/>	Company No.	<input type="text"/>
Type of Business	<input type="text"/>	No. of Years	<input type="text"/>
Postal Address	<input type="text"/>		
Postal Code	<input type="text"/>	Delivery Address	<input type="text"/>
Main Contact	<input type="text"/>	Postal Code	<input type="text"/>
Main Email	<input type="text"/>		
Accounts Contact	<input type="text"/>	Main Phone	<input type="text"/>
Accounts Email	<input type="text"/>		
Newsletter/Promotion	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Accounts Phone <input type="text"/>
		Email Address	<input type="text"/>

If Individual or Partnership

Full Name	<input type="text"/>	Address	<input type="text"/>
Date of Birth	<input type="text"/>		
Full Name	<input type="text"/>	Address	<input type="text"/>
Date of Birth	<input type="text"/>		

Trade References

Name	1. <input type="text"/>	Phone Number	1. <input type="text"/>
	2. <input type="text"/>		2. <input type="text"/>
	3. <input type="text"/>		3. <input type="text"/>

Terms of Trade

The Customer understands and agrees to be bound by these terms of trade in respect of all future contracts or orders.

Information

The Customer irrevocably authorises any person or entity to provide the Company with such information as the Company may require in response to your credit enquiries. The Customer authorises the Company to furnish to any third party details of this application and any subsequent dealings that the Customer may have with the Company as a result of this application being auctioned by the Company. The Customer declares that any information provided by the Customer to either the Company or third parties in relation to this application is true and correct.

Name **Position** **Signature** **Dated**

Personal Guarantee to George Stock & Company Ltd "the Company"

I, (Full Name) IN CONSIDERATION OF the Company agreeing to supply goods at my request to (Full Customer Name) upon the terms recorded in this document do hereby guarantee to you the due payment of all moneys, including interest and costs of collection as specified below, now due or at any time hereafter becoming due to the Company by the above named Customer for or in respect of goods supplied. No granting of credit, extension of former credit or granting of time to the above named, and no waiver, indulgence or neglect to sue, nor any change of constitution of or amalgamation by the Company shall impair my liability under this guarantee and as between myself and the Company I shall be deemed to be a principal debtor and liable to you accordingly.

Signature **Dated at**
This **Day of**

Witness Signature **Witness Name & Address**

Terms of Trade

A. PAYMENT TERMS

- All accounts are due for payment on the 20th of the month following invoicing. Capital Equipment requires a 50 per cent deposit and balance before delivery.
- All costs incurred by the Company in collection of overdue accounts, including but not limited to all legal costs, court fees, and commissions or fees payable to a debt collection agency, shall be paid by the debtor.
- The Company reserves the right to charge interest on overdue accounts. The interest shall be calculated on a daily basis at a rate of 2% (24%pa).

B. RISK

All goods supplied by the company shall be at the Customer's risk immediately on delivery.

C. RETENTION OF TITLE

- All goods supplied by the Company to the Customer remain the property of the Company until the Customer has paid all sums due from the Customer to the Company in respect of all contracts between the Company and the Customer.
- The Customer shall not deal with the goods in any way inconsistent with these terms and the Customer shall, if required by the Company, store, display and label goods in respect of which the Company has retained title in ways, which will make it, clear to others that the Company owns the goods.
- Subject to clauses 4, 5 and 6, the Customer shall be entitled to sell goods in respect of which the Company has retained title, but, the Customer's right of sale shall only apply to a bona fide sale by the Customer in the Customer's ordinary course of business; The total proceeds of sale of all goods sold by the Customer in respect of which the Company has retained title shall be the property of the Company, and:
 - The Customer shall account to the Company for those proceeds;
 - The Customer shall receive those proceeds for and on behalf of the Company and shall hold them in a separate account in trust for the company; and
 - The total proceeds to which the Company is entitled shall be paid to the Company by the Customer. The Company shall then pay to the Customer any sum by which the total proceeds of sale received by the Company exceed the total of all sums due from the Customer to the Company.
- The Customer's rights of sale shall cease forthwith and without any notice being required from the Company in any of the following events:
 - The occurrence of any event which would entitle a debenture holder of the Customer to appoint a receiver;
 - Service of a statutory notice of demand on the Customer;
 - Occurrence of any event which would entitle a creditor to petition for liquidation or bankruptcy of the Customer;
 - Filing of a petition for liquidation or bankruptcy of the Customer;
 - Appointment of a receiver and/or manager of the Customer;
 - A resolution for voluntary liquidation by the Customer;
 - Any approach by the Customer to creditors to extend time for or otherwise compromise payment of the Customer's debts.
- The Company shall be entitled forthwith to cancel the Customer's rights of sale under clause 3 by notice to the Customer.
- If any one or more of the events specified in clause 4 occurs, or upon notice under clause 5, the Company, without prejudice to its other rights or remedies shall be entitled:
 - To recover possession of all goods in respect of which the Company has retained title either by removing the goods from the possession or control of the Customer or by impounding the goods in any premises occupied by or under the control of the Customer;
 - For the purposes of repossessing or impounding any such goods, to enter any premises occupied by or under the control of the Customer and the Customer shall indemnify the Company against all claims that may be made upon the Company as a consequence of the Company's exercising such power of entry;
 - To employ the services of any person to enter upon and remain upon any premises occupied by or controlled by the Customer to exercise any of the Company's rights;
 - To give notice to any third party of the Company's rights pursuant to these terms and of the exercise of any of the Company's rights or remedies and the Customer shall have no claim against the Company for any loss, direct or indirect, suffered by the Customer as a consequence of such notice being given by the Company.
- Upon termination of the Customer's rights of sale pursuant to clauses 4, 5 or 6, and without prejudice to any other rights or remedies of the Company, the Company shall be entitled to sell all goods recovered by the Company and the Company shall be entitled to retain the total proceeds of sale and shall have no obligation to account to the Customer for any part of the proceeds of sale.

D. RETURNS

- No returns will be accepted after 14 days without the approval of the Company and shall be subject to the returns policy of the particular Product Division of the Company.
- Any returns must be in new condition and accompanied by the relevant invoice number.
- No returns will be accepted more than one month after invoice date unless prior written approval has been given.
- Freight must be prepaid on all returns.
- All returns will be subject to a handling fee of up to 50% of the value of the goods.
- Specially procured or indented products will not be accepted for credit.

E. CONSUMER GUARANTEES ACT 1993 EXCLUDED

The supply of goods by the Company to the Customer constitutes a business transaction and the provisions of the Consumer Guarantees Act 1993 do not apply. For the avoidance of doubt the statutory guarantees provided for in the Act are hereby excluded.

F. LIMITATION OF LIABILITY

The Company shall not be liable for any consequential loss arising out of or in connection with the supply of goods to the Customer, or the on-sale of those goods by the Customer, and the Company's liability is limited to the obligation to replace any defective product.

G. AMENDMENTS OR VARIATIONS

These terms may be amended or varied by the Company (see website for latest updates) and the purchase of goods after a copy of such amended or varied terms has been provided to the Customer shall constitute acceptance.

H. TERMINATION

The Company may terminate by notice in writing any credit arrangement with the Customer and there after supply goods on a cash sale basis only at the discretion of the Company.

I. PRICES

All prices are subject to change without notice and are excluding GST.

J. NOTICES

All notices must be in writing and must be served as required by Section 152 of the Property Law Act 1952 and in any event shall be validly served if actually received by the party to be served including by facsimile or e-mail transmission.

Company or Trading Name in Full

Authorised Person's Name in Full

Signature

Date