



Account Application Form

If you have any questions or need help completing this, please call 03 373 6074

A: Applicant Details

(referred to in the Terms of Trade as "the Customer")

Applicant's Name: _____

Trading Name of Applicant (if different from the above): _____

Applicant Type: Individual / Partnership / Company / Trust / Other (circle)

Nature of Business: _____

How long has this organisation been trading for? _____

Delivery Address: _____

Postal Address: _____

Primary Contact: _____

Phone number: _____ Extension: _____

Fax number: _____ Mobile: _____

Email: _____ Website: _____

B: Trade References

(Please include Telephone numbers)

1. _____ Ph: _____

2. _____ Ph: _____

3. _____ Ph: _____

C: Declaration

By signing and returning this application, I/We the Customer:

- Understand that Eagle Direct Limited ("The Supplier") reserves the right to decline this Application.
- Confirm that the information supplied by me/us in this Application is correct and complete and I/we agree to immediately advise the Supplier of any material change of any of the information contained in this Application.
- Authorise any person or company to provide the Supplier with such credit information as the Supplier may require about me/us.
- Authorise the Supplier to collect personal information about me/us from the trade referees named in this Application and from the credit reference agencies used by the Supplier. I/we acknowledge that such information is collected for many purposes connected with my/our business, for considering this Application and for all purposes in connection with the Supplier marketing of products and services in New Zealand. I/we consent to the Supplier disclosing any such information to credit references and debt collection agencies as part of information exchanges with them. I/we acknowledge that my/our rights at law in relation to obtaining and correcting all information about me/us held by the supplier are not affected.
- Acknowledge that where more than one applicant applies for credit under this Application, each applicant will be jointly and severally liable.
- All purchases by me/us, will be subject to the Terms of Trade attached to this Application Form (which I/we acknowledge, I/we have read and understood)
- This declaration is made on behalf of the Applicant and I/we am/are authorised to enter into this Agreement on behalf of the Applicant.

Signature _____ Date / / _____

By signing this you are bound by the declaration and terms and conditions of Eagle Direct Limited.

Please tick if you would like to receive our Newsletter Yes! No

D: Office Use only

Entered in CRM Entered in QB

Name _____ Date / / _____

TERMS OF TRADE

1.	Supply & Acceptance		
1.1	The Supplier shall have an absolute discretion as to whether to supply the Customer with Goods or not and may cancel this agreement at any time in its absolute discretion, withhold any goods agreed to be supplied and/or require immediate payment of any goods so supplied.		The Customer shall hold the mixed goods as bailee for the Supplier and will store the mixed goods in such a manner that they are clearly identifiable as the property of the Supplier and will keep separate records in respect of the same. If the Customer sells the mixed goods it will hold the proceeds of such sale on trust for the Supplier and will account to the Supplier for the value of the goods and keep the proceeds in a fund separate from its own money and will keep separate records in respect of such money.
1.2	Confirmation of an order following the giving of a quote or receipt of any goods will be deemed to be acceptance by the Customer of these Terms and Conditions, notwithstanding anything that may be stated to the contrary on the Customer's order.	7.7	Where the Supplier has reasonable cause to believe:
2.	Price	7.7.1	The Customer has not strictly complied with these Terms and Conditions and in particular, defaults of payment;
2.1	The price of any goods supplied shall be the price as determined from time to time by the Supplier. Prices are subject to change without notice.	7.7.2	Any of the circumstances in clause 6.4 exists or is likely to occur.
2.2	Irrespective of all prices listed or quoted, all goods are supplied at the prices ruling at the date of delivery and the Supplier reserves the right to pass on to the Customer any change in price after acceptance of the Customers order.		The Supplier may recover any or all of the goods or the mixed goods and re-sell the goods or mixed goods and for such purpose may at any time of the day or night and without the necessity of giving notice enter by force if necessary upon any premises where such goods or mixed goods are reasonably thought to be stored (and the Customer grants to the Supplier an irrevocable right and authority to so recover, re-enter and re-sell).
2.3	If GST or other taxes are payable on goods supplied or on any amount payable the Customer shall pay such tax.	7.8	In exercising its rights pursuant to this clause, the Supplier shall be entitled to deduct from any sale of goods or mixed goods recovered from the Customer all the liabilities and expenses (including legal expenses on a solicitor-own client basis) incurred by the Supplier in enforcing or attempting to enforce its rights pursuant to this clause 7.
2.4	All prices are exclusive of freight costs, insurance charges and installation and maintenance costs, unless otherwise agreed by the Supplier and the Customer in writing.	8	Personal Property Securities Act 1999
3.	Terms of Payment	8.1	Expressions used in this clause in quotation marks have the meaning prescribed to them in the PPSA.
3.1	Unless otherwise agreed by the Supplier payment is due within 30 days of the issue of an invoice by the Supplier to the Customer or delivery of the goods whichever is the earlier ("the due date").	8.2	As security for payment of the price of the goods and payment of any other amount owed by the Customer to the Supplier from time to time and as security for the performance by the Customer of the obligations set out in these Terms and Conditions the Customer grants the Supplier a "Security Interest" in the goods.
3.2	Payment of all monies will be made without set-off or deduction of any kind unless the Customer is a Consumer and is entitled to exercise any remedies pursuant to the Consumer Guarantees Act 1993.	8.3	The Supplier reserves the right at its discretion to register a "financing statement" in the Personal Property Securities Register to perfect its "security interest" in the goods.
4.	Validity of Payment	8.4	The costs of registering a "finance statement" or a "financing change statement" shall be paid by the Customer and where applicable, debited by the Supplier against the Customer's account with the Supplier.
4.1	The Customer acknowledges that:-	8.5	On the request by the Supplier the Customer shall promptly execute any documents and do anything else required by the Supplier to ensure that the "security interest" created under these Terms and Conditions constitutes a "perfected security interest" over the goods.
4.1.1	all payments made to the account of the Customer with the Supplier are in the ordinary course of the Customer's Business;	8.6	The Customer shall not agree to allow any person to file a "financing statement" over any of the goods without the prior written consent of the Supplier and shall notify the Supplier immediately if it becomes aware of any person taking steps to file a "financing statement" against any of the goods which are subject to clause 8 of these Terms and Conditions and in respect of which credit has been extended by the Supplier to the Customer.
4.1.2	all payments received by the Supplier to the Customer's account are received by the Supplier on the reasonably held belief as to the validity of those payments unless advised by the Customer and;	8.7	The Customer and Guarantor hereby waive their respective rights to receive a "verification statement" in respect of any "perfected security interest".
4.1.3	In accepting such payments on or after the due date for payment thereof the Supplier has altered its position in reliance on the validity of such payments.	9.	Consumer Guarantees Act 1993
5.	Delivery	9.1	Where the Supplier is supplying goods to the Customer for business purposes within the meaning of the Consumers Guarantees Act 1993 and pursuant to section 43 thereof the provisions of that Act shall have no effect.
5.1	Subject to clause 9.2 the Supplier shall not be liable for any loss or damage to the goods during transportation even though such loss or damage may be caused by the Supplier's negligence or other default.	9.2	Where the Supplier is supplying goods to the Customer for other than business purposes the provisions in clauses 5.1, 7.1 and 11 hereof shall have no effect and the provisions of the Consumer Guarantees Act 1993 shall apply.
5.2	Dates given for shipment or delivery are stated in good faith but are not to be treated as a condition of the sale. If delivery of the goods is delayed for any reasons whatsoever, the Supplier shall not be responsible or liable in any way to the Customer or any other party for loss sustained due to such delay.	9.3	Where the Customer supplies goods to a person acquiring them for business purposes it shall be a term of the Customer's contract with the purchaser thereof that the Consumers Guarantees Act 1993 does not apply in respect of the goods
5.3	The Supplier reserves the right to cancel delivery of the goods or such instalments thereof without prejudice to its rights to recover all sums owing to it in respect of deliveries already made.	10.	Credits
5.4	Where the Customer does not take delivery of the goods by the delivery date specified or such later date as the parties agree, the Customer shall pay reasonable storage costs until such time as the Customer accepts the goods, such cost to be determined by the Supplier.	10.1	Credits sought for returned goods are at the Supplier's exclusive discretion and the goods must be:
5.5	No claim for any discrepancy in orders will be admitted unless it is made in writing to the Supplier within 48 hours of delivery.	10.1.1	Returned within seven days of receipt;
5.6	Delivery by the Supplier to a carrier or to any party acting on the Customer's behalf shall be deemed to be delivery to the Customer.	10.1.2	Returned free into the Supplier's store, all transportation charges, insurance, taxes, duties and additional charges being borne by the Customer;
5.7	The Supplier is not liable for any failure in its obligations to the Customer and shall be entitled to cancel or suspend delivery of the goods in the event of any delay or non-performance due directly or indirectly to wars, strikes, lock-outs, delays or defaults or manufacturers or suppliers, act of God, or any other cause (whether similar or dis-similar) beyond the reasonable control of the Supplier. The Customer shall have no claims whatsoever against the Supplier in consequence of any such failure, cancellation or suspension.	10.1.3	In as new condition in the Supplier's original containers, unsoiled and undamaged; and
6.	Default	10.1.4	Accompanied by the number and date of supplying invoice.
6.1	Any failure on the part of the Customer to make payment when due shall constitute a breach of these Terms and Conditions for which the Customer shall be liable to compensate the Supplier by immediately making payment as liquidated damages (in addition to the amount due) of interest on the amount due from the due date until date of payment at a rate equal to 2% per month, such interest to accrue from the date payment was due until payment is made.	10.2	Where the Supplier agrees to give a credit for returned goods the Supplier may charge a restocking fee of 15% of the retail price of the goods at the date of the return of the goods.
6.3	If the Customer is in breach of any of these Terms and Conditions or in breach of any other contract for supply with the Supplier, the Supplier shall be entitled to cancel this and any other contract for supply and seek damages accordingly.	11.	Warranties and Conditions
6.4	Without prejudice to its other remedies the Supplier shall be entitled to cancel this and any other contract for supply with the Customer in the following circumstances.	11.1	This clause 9 shall apply except where the Customer is a consumer (as that term is defined in the Consumer Guarantees Act 1993)
6.4.1	If the Customer becomes insolvent or is adjudicated bankrupt; or	11.2	All representations or terms (including any condition or warranty expressed or implied by law, statute or otherwise) not expressly included in these terms and conditions are hereby expressly excluded.
6.4.2	If a receiver is appointed in respect of the assets of the Customer; or	11.3	No action or claim may be brought against the Supplier unless notice of such claim is brought within 30 days of despatch of the goods to the Customer and the Supplier shall be released from all or any liability unless proceedings are brought in a Court of competent jurisdiction within one year of accrual of any cause of action.
6.4.3	If the Customer no longer carries on business or threatens to cease carrying on business; or	11.4	The Customer undertakes to insert a similar provision to this clause 9 in its terms and conditions of trade with any business or non consumer purchaser it re-supplies with the goods and further undertakes to indemnify the Supplier from any loss or liability incurred as a direct result of its failure to include such a provision.
6.4.4	If an arrangement with the Customer's creditors is made or likely to be made; or	12.	Limitation of Liability
6.4.5	If the ownership of effective control of the Customer is transferred or the nature of the Customer's business is materially altered and in that event all monies otherwise payable by the Customer in respect of any goods supplied by the Supplier shall become immediately due and payable.	12.1	The Supplier's liability in any case shall be limited to the purchase price of the goods in respect of which such liability arises. The Supplier shall have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage whatsoever arising PROVIDED THAT where the goods are not supplied for business purposes this clause 12.1 shall not prevent a Customer who is a Consumer under the Consumer Guarantees Act from exercising any remedies that Customer may have under that Act.
6.5	The Customer shall pay all costs incurred by the Supplier, including costs on a solicitor-own basis and debt collectors' costs, incurred in the recovery or attempted recovery of outstanding money and the enforcement of these Terms and Conditions.	13.	General
6.6	Payments by the Customer shall be applied first in reduction of interest, liquidated damages and costs due pursuant to this clause 6, the balance then being in reduction of any amounts due pursuant to clauses 3 or 5.	13.1	Severability - If any of the terms and conditions is held by a Court to be ineffective by virtue of non-registration, illegality or otherwise, then such condition or part of it, shall be severed from all other conditions without affecting the validity or enforceability of all other conditions or part of them.
7.	Ownership and Risk	13.2	Amendments - The Supplier may amend these terms and conditions by giving the Customer at the last known address notice in writing of such amendments.
7.1	Subject to clause 9.2 and notwithstanding that ownership in the goods may not have passed to the Customer risk in the goods shall pass to the Customer when the goods are delivered to the Customer or into the custody of the party acting on the Customer's behalf or to a carrier and the Customer shall be obliged to insure the goods from the time of delivery to the Customer.	13.3	Applicable Law - The parties agree that this contract shall be subject to the laws of New Zealand and subject to the exclusive jurisdiction of the New Zealand Courts.
7.2	Notwithstanding anything else, legal and beneficial ownership of any and all goods shall remain with the Supplier until payment in full is made for them and for all other goods supplied by the Supplier to the Customer.	13.4	Privacy Act - The Customer agrees that the Supplier may obtain credit reports from Credit Reporting Agencies and other credit providers for the purpose of assessing this and any other application you make for commercial credit. The Customer further agrees the Supplier may obtain credit information from Credit Reporting Agencies from time to time for the purpose of reviewing and assessing the Customer's commercial credit availability. The Supplier may disclose to any Credit Reporting Agencies any information in the Supplier's possession relating to your credit Facility.
7.3	If payment is dishonoured or not made in whole or in part in respect of any of the goods the Supplier may (without prejudice to any of its other rights) recover and/or resell the goods or any of them and may (without the necessity of giving notice) enter upon the Customer's premises or any other place where the goods and/or the mixed goods are stored by its servants or agents for that purpose (and the Customer grants to the Supplier an irrevocable right and authority to so recover, re-enter and re-sell) provided that the Supplier may only recover and resell for its own account sufficient of the goods and/or the mixed goods to satisfy all unpaid liabilities in respect of the goods and the costs of resale. If any excess is recovered by the Supplier, it shall not be liable in damages but shall account for the excess to the Customer.	13.5	Disputes - The Customer shall notify the Seller of any dispute in writing forthwith. Both parties will attempt to resolve the dispute in good faith within 14 days of that notice. Pending resolution of any dispute, the Customer shall pay that part of the invoice not in dispute in the manner and time set out herein.
7.4	Until payment is made in full by the Customer for the goods, the Customer holds the goods as bailee for the Supplier and will store the goods in such a manner that they are clearly identifiable as the property of the Supplier and will keep separate records in respect of the goods.	13.6	Arbitration - Any dispute or difference arising as to the interpretation of the contract or the rights or obligations of either party other than the Seller's right of recovery of price or goods shall be referred to arbitration under the Arbitration Act 1996 or any Act passed in amendment thereof or in substitution thereof.
7.5	If the goods are sold or otherwise disposed of by the Customer prior to receipt by the Supplier of payment in full, the Customer will have been deemed to have done so as agent for the Supplier and the proceeds of such sale will be the property of the Supplier. The Customer will hold the proceeds of such sale on trust, on account for the Supplier, and keep them in a separate fund from its own money.	14	Interpretation
7.6	If any of the goods are mixed or incorporated in other goods (the "mixed goods") before payment is received, the Customer agrees that the property in the mixed goods shall be and remain with the Supplier until such payment has been made in full.	14.1	Where the term is used herein the "Supplier" includes its successors and assigns, the "Customer" herein includes its successors and assigns, the "goods" means any goods supplied to the Customer by the supplier, and "delivery" shall include when the goods are uplifted from the Supplier. "PPSA" means the Personal Property Securities Act 1999.