



Advance Electrical Wholesalers Ltd
Head Office
14 Goodshed Road
Upper Hutt, 5018

CUSTOMER INFORMATION AND CREDIT APPLICATION

Customer / Trading Name

Name of Legal Entity

(If a partnership, list all names in any partnership agreement)

General
Street address of Business

Postal Address of Business

Business Phone No (0__) _____ Fax (0__) _____
Email: _____

Contact Person (re Accounts)
Name: _____

Address: _____
(This person is shown as the person acting on behalf of an organisation (Company, Partnership, Trust) on the PPSR)
Email: _____

Sole Trader
Full Name (Surname) _____ (First) _____ (Middle) _____
This must be the same as appears on a driver's licence, birth or marriage certificate, passport, certificate of NZ Citizenship or other similar official document.
Home Address _____
DOB ____ / ____ / ____ Home Phone No (0__) _____ Mobile _____
Home Fax (0__) _____ Email _____

Company/Partnership/Trust
Company Registered Office Address

Co. Number _____

Full Names of Directors or Partners or Trustees
(Surname) _____ (First) _____
(Middle) _____
Address _____
(Surname) _____ (First) _____
(Middle) _____
Address _____

Full Names of Major Company Shareholders
(Surname) _____ (First) _____
(Middle) _____
Address _____
(Surname) _____ (First) _____
(Middle) _____
Address _____

General

Persons with authority to order are:

Credit References - (Must be your major trading accounts by value)
1. _____ Annual value of trade \$ _____
2. _____ Annual value of trade \$ _____
3. _____ Annual value of trade \$ _____

Estimated monthly purchases from Advance. \$ _____

I/We hereby apply to open a trading account with Advance Electrical Wholesalers Limited ("Advance"). I/We have already read and fully understand the Company's Terms and Conditions of Trade herein and agree to abide by them.

Signature (Authorising Signatory only):

Name: _____ Position _____
Held: _____
Date: _____

GUARANTEE

In consideration of Advance (including all its subsidiaries and brands) agreeing to supply
(Name/Address) _____ ("the Buyer")

with Product on credit, I/we hereby jointly agree with Advance as follows:

- 1. I/We hereby guarantee the due performance by the Buyer of the terms and conditions attached hereto and I/we guarantee to Advance the payment of any monies advanced by way of credit to the Buyer.
2. This Agreement shall be a continuing guarantee to Advance for all debts whatsoever and whensoever contracted by the Buyer with Advance in respect of Product supplied to it.
3. Advance shall be at liberty without notice to me/us at any time and without in any way discharging me/us from liability hereunder to grant time or other indulgence to the said Buyer and to accept payment from the Buyer in cash or by other means of negotiable instruments and to treat me/us in all respects as though I/we were jointly liable with it to Advance instead of being merely surety for it.
4. In signing the Buyer confirms that the Terms and Conditions of Trade herein form part of this Application and that the Buyer is bound by the Terms and Conditions of Trade.

Dated this _____ day of _____ year _____

Signed: _____

Printed Name of Guarantor: _____

Position in Company: _____

Signed: _____

Printed Name of Guarantor: _____

Position in Company: _____

Witness: _____

Witness Occupation: _____

Witness Address: _____

If the Guarantee is not signed, purchases cannot exceed \$500.00 (unless the Buyer is a publicly listed company.)

Please Initial Reverse

TERMS AND CONDITIONS OF TRADE

1. **Interpretation**
- 1.1 In these Terms and Conditions of Trade:
"Seller" means Advance Electrical Wholesalers Limited.
"Buyer" means the person or company to whom: the quotation is made or the Product is sold.
"Product" means the Product sold subject to these Terms and in respect of each order of Product means the Product described in the invoice issued by the Seller to the Buyer.
"PPSA" means the Personal Property Securities Act 1999 and its regulations.
"Security Interest" has the same meaning given to that term in the PPSA.
"Terms" means the terms and conditions of sale set out in this document.
"Website" means www.advanceelectrical.co.nz.
2. **Acceptance**
- 2.1 Acceptance of a quotation or receipt of an order is deemed acceptance by the Buyer of these Terms.
- 2.2 No variation to the Terms (including representations or understandings conflicting with the Terms) will be valid unless confirmed in writing by an authorised representative of the Seller.
- 2.3 The Seller may amend these Terms at any time by providing written notice to the Buyer. Publication of the amended Terms on the Seller's Website will be considered to be notice to the Buyer in writing of the amended Terms. Following notice of the amended Terms, if the Buyer forwards further orders to the Seller or accepts a further quotation from the Seller, the further supply of Product will be deemed to be based on the amended Terms and the Buyer acknowledges that it will have contracted on those amended Terms. The Buyer acknowledges that the information supplied to the Seller in support of its credit application may be used for the purposes of assessing the Buyer's application for credit and for administering the Buyer's account.
3. **Price**
- 3.1 The Seller's prices are subject to change without notice. The price for Product will be either as quoted to the Buyer in writing (and accepted by the Buyer) or, if no written quotation has been provided and accepted by the Buyer, The Seller's current price for the Product at the time of delivery.
- 3.2 Despite clause 3.1, unless otherwise agreed in writing, any quoted price may be altered by the Seller before delivery of Product to the Buyer if the Seller's costs fluctuate after the date of quotation. Further, quoted prices only apply to the total quantities and delivery dates specified in the quotation. Any errors or omissions in any quote, acknowledgement or invoice provided to the Buyer may be corrected by the Seller.
- 3.3 The Seller may withdraw a quotation before it is accepted and, in any event, a quotation will lapse, without notice, 30 days after it is given.
- 3.4 Unless otherwise agreed in writing, all prices are exclusive of:
(a) packaging, freight, cutting fees and any other additional charges imposed by the Seller's suppliers in respect of the Product;
(b) delivery charges; and
(c) Goods and Services Tax and other government duties, levies or taxes in respect of the Product.
These will be charged at the rates applying at the time of delivery. Any reference in these Terms to payment for Products includes any amounts payable under this clause 3.4 in respect of those Products.
4. **Terms of Payment**
- 4.1 The purchase price for the supply of Product shall be paid on or before the 20th day of the month following delivery of the Product. Payment may be made by cash, cheque, or electronic funds transfer. If the Seller agrees to accept payment by credit card then the Seller may charge a processing fee of up to 3% of the value of the transaction. Payment is deemed made only when the funds have fully cleared through the bank system into the Seller's account.
- 4.2 The Seller may at its discretion charge interest on any monies which are overdue at the rate of 2.5% per month calculated on a daily basis from the date payment was due until payment is made in full.
- 4.3 The Seller may accept and apply payments from the Buyer in any manner that the Seller determines, and the Seller will not be bound by any conditions or qualifications attaching to the payments.
- 4.4 Where the Seller has agreed to extend credit to the Buyer, the Seller may, from time to time, vary the Buyer's credit limit with the Seller. If a purchase of Products would exceed the Buyer's current credit limit, the Seller may require payment in cash of the excess before delivery of them.
- 4.5 Despite anything in these Terms or any agreement to the contrary, if the Seller reasonably believes that any information the Buyer has given the Seller which relates to the Buyer's creditworthiness is not correct or no longer correct, or if the Seller reasonably believes that the Buyer is likely to be unable to meet its payment or other obligations to the Seller or if the Buyer defaults as per clause 6 below then:
(a) all amounts owing by the Buyer to the Seller (whether or not due for payment) become immediately due and payable; and
(b) the Seller may cancel or suspend any orders for Products made by the Buyer, wholly or partly, and without liability to the Buyer.
- 4.6 The Buyer may not withhold payment or make any deductions from or set off any amount against any amounts owing to the Seller without the Seller's prior written consent.
5. **Delivery**
- 5.1 Delivery is deemed to have been effected upon receipt by the Buyer or the Buyer's carrier of the Product.
- 5.2 The Buyer shall examine the Product on receipt and shall be deemed to have accepted the Product unless the Seller is notified of particulars of any claim within 48 hours of receipt, time being of the essence.
- 5.3 The Buyer is required to obtain the Seller's written authority before returning the Product and the Buyer must ensure the Product is unused, adequately packaged for transport and returned within ten days of purchase.
- 5.4 The Seller is not obliged to accept return of Product unless obligated by law and if the Seller accepts return of Product that is in saleable condition the Seller may reduce any refund by the cost of the Seller's supplier's restocking fee, handling and freight charges.
- 5.5 Upon delivery risk in the Product shall be the responsibility of the Buyer.
- 5.6 No condition, warranty or undertaking whatsoever is given in respect of delivery dates. The Seller shall not be responsible or liable to the Buyer or any other party for any loss or damage suffered as a consequence of any delay or failure to deliver the Product.
- 5.7 The Seller may at any time cancel or suspend delivery of the Product in the event of delay or non-performance due to wars, strikes, lock out delays or default of the manufacturer or supplier, act of God or any other cause beyond the reasonable control of the Seller.
6. **Default**
- 6.1 If the Seller considers that the Buyer may be unable to meet the payment obligations to the Seller the Seller may:
(a) Demand payment of all or part of such sums due; and
(b) Require security for such obligations to its full satisfaction before any further Product is supplied to the Buyer; and
(c) Withhold, without notice, delivery of the Product ordered by the Buyer.
- 6.2 The total purchase price shall immediately become payable and the Seller shall have the right to cancel this contract (without prejudice to any other of its rights) immediately upon the occurrence of any of the following events:
(a) The Buyer ceases or threatens not to carry on its business;
(b) The Buyer commits an act of bankruptcy or makes or enters into any arrangement or composition with its creditors;
(c) The Buyer is unable to pay its debts (including contingent liabilities) as they fall due;
(d) The Buyer, being a company, enters into liquidation whether compulsory or voluntarily, or becomes subject to the appointment of a receiver; or the Buyer being a firm of partners, the firm is dissolved;
(e) Any distress or execution is levied on the Buyer; or
(f) The Buyer breaches any other terms contained in these Terms.
- 6.3 The Buyer shall pay all costs incurred by the Seller, including costs on a solicitor/client basis and debt collection costs, incurred in the recovery or attempted recovery of outstanding monies and the enforcement of these Terms.
7. **Compliance**
- 7.1 The Buyer shall be solely responsible for obtaining any necessary permits under and for compliance with all legislation, regulation, by-laws or rules having the force of law in connection with the installation of the Product.
8. **Warranties**
- 8.1 Unless otherwise specified the Seller gives no warranty expressed or implied as to the quality, description or fitness for any particular purpose of the Product.
- 8.2 Where applicable manufacturer's warranties will attach to the Product.
9. **Ownership**
- 9.1 Ownership in the Product shall remain the property of the Seller until the Buyer has paid in full for all Product the Seller supplied to the Buyer together with all interest and monies due.
- 9.2 Until payment is made in full in terms of clause 9.1:
(a) All Product supplied remain the sole and absolute property of the Seller;
(b) The Buyer will hold the Product in trust for the Seller as bailee of the Seller;
(c) The Buyer will store the Product on the Buyer's premises in such a manner as to make the Product readily identifiable as belonging to the Seller and shall display such identification as may from time to time be requested by the Seller;
(d) If the Product is sold by the Buyer then all proceeds of sale shall be the property of the Seller and shall be retained in a separate account by the Buyer in trust for the Seller and shall not be intermingled with any other monies or paid into any overdrawn bank account and shall at all times be kept identifiable as monies held in trust for the Seller;
(e) If before it becomes the owner of the Product the Buyer makes new objects from the Product or incorporates them into or with other Product those other or new Product shall be held on trust for the Seller,
(f) The Buyer will on demand assign to the Seller all proceeds of sale of the Product by the Buyer and will upon request disclose to the Seller full details of the sale and the proceeds; and
(g) Where the Seller has reasonable cause to believe any one or more of the events listed in clause 6.2 has occurred or is likely to occur, the Seller may repossess any or all of the Product supplied and for such purpose may at any time of day or night enter by force if necessary upon any premises where such Product is reasonably thought to be stored. The Seller shall not be liable for any damage or loss incurred in repossessing the Product and the Buyer agrees to indemnify the Seller against any claim arising therefrom.
- 9.3 If the Buyer sells the Product:
(a) Payment in full for such Product shall become immediately due and payable to the Seller; and
(b) Payment received by the Buyer on the resale of the Product prior to payment by the Buyer to the Seller shall be received and banked by the Buyer into a separate account and shall not be mixed with the monies or other assets of the Buyer. The Buyer shall be a fiduciary for the Seller in relation to the Product supplied and that fiduciary obligation shall attach to the proceeds of the sale of that Product by the Buyer.
- 9.4 The Seller shall remain entitled to maintain action for the price of any Product ordered or any other claim notwithstanding that the title in the Product is not passed to the Buyer.
10. **Personal Property Securities Act 1999 (PPSA)**
- 10.1 The Buyer grants a Security Interest in all present and after acquired Product as security for all the Buyer's obligations to the Seller.
- 10.2 Such Security Interest secures the payment by the Buyer to the Seller of all amounts the Buyer may owe the Seller from time to time and at any time, including future advances.
- 10.3 The Buyer authorises the Seller to take possession of the Product if the Seller from time to time deems it necessary to do so to perfect or re-perfect the Seller's Security Interest in the Product. For the purposes of this clause possession includes but is not limited to the meaning as ascribed to it in Section 18 PPSA.
- 10.4 The Buyer agrees that it will not do anything or allow any act to be done which would have the effect of allowing the creation of a lien over any or all of the Product that are subject of the Seller's Security Interest.
- 10.5 The Buyer agrees to indemnify the Seller, upon demand from the Seller, for all costs and expenses (including legal fees) incurred by the Seller and in complying with any demand made under Section 162 PPSA.
- 10.6 On the request of the Seller the Buyer shall promptly do all things necessary and provide all information required by the Seller to enable the Seller to perfect and maintain any Security Interest the Buyer has granted to the Seller (including registration of a financing statement over the Product or the proceeds thereof).
- 10.7 The Buyer will promptly notify the Seller of any changes to the personal or company details supplied on the credit application form which forms part of these Terms. Where the Buyer, being a company, proposes to change its name, it will notify the Seller accordingly within five days of the change taking effect.
- 10.8 The Buyer will, within five days of receiving a request from the Seller, supply the Seller with copies of all Security Interests registered over the Buyer's personal property. The Buyer authorises the Seller, as its duly authorised agent, to request information from any secured party relating to any Security Interest to which the Buyer is a debtor.
- 10.9 The Buyer waives its right to receive a copy of a verification statement as defined in Section 135 PPSA in respect of any financing statement relating to the Security Interests granted to the Seller by the Buyer.
- 10.10 In addition to any other right, power or remedy of the Seller expressed or implied in these Terms, at any time after the Buyer has defaulted in its obligations, the Seller may in writing appoint any person or persons as receiver of all or any of the collateral and the receiver shall have the powers set out in the Receivership Act 1993.
- 10.11 The Buyer has none of the rights under Sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA.
- 10.12 The Seller's interest in the Product continues if the Product is processed, included or dealt with in any way causing the Product to become accessions, processed or commingled Product (as provided for in the PPSA).
11. **Consumer Guarantees Act**
- 11.1 If the Buyer requires the Product for business purposes, the Consumer Guarantees Act 1993 (for the purposes of clause 11.1 and 11.2, "the Act") will not apply.
- 11.2 If the Buyer is a consumer under the Act, to the extent that the Buyer's rights under the Act have not been excluded under clause 11.1, nothing in these terms will affect the rights of the Buyer under the Act.
- 11.3 Subject to clause 11.2:
(a) The Buyer relies upon its own knowledge, skill and judgement in relation to the particular use or suitability of the Product for the Buyer's purpose.
(b) All warranties, descriptions, representations or conditions whether implied by the Sale of Goods Act 1908 or otherwise or contained in any document not furnished by the Seller are expressly excluded to the fullest extent permitted by law.
(c) The Seller will accept no liability for any damages or losses arising from a consequence of any act, default or negligence on the part of the Seller or of an employee, agent or contractor of the Seller.
(d) Subject to the provisions of clause 11.3(e), the Seller's liability under or in connection with the performance of these terms, whether in tort, contract, equity or on any other basis, shall be limited to the lesser of the price of the Product complained of, the cost of repairing or replacing the Product and the actual loss or damage suffered by the Buyer.
(e) The Seller is not liable under these Terms in contract, tort (including negligence), or on any other basis for:
(i) Any indirect or consequential losses or damages; or
(ii) Any loss of use, loss of profits, loss of anticipated saving; or
(iii) Any third party claims, suffered by or incurred by the Buyer; or
(iv) The Seller will not be liable for loss of profits or any indirect or consequential loss or loss, even if the possibility of such loss has been brought to its attention nor any breach or failure to perform any of its obligations under this contract where such breach or failure is caused by war, civil commotion, hostilities, strike or lock out, act of God, fire, governmental regulations or directions, or any other cause force majeure beyond the Seller's reasonable control. The occurrence of such an event shall not give the Buyer a right of cancellation of the contract.
(f) Clause 11.3(e) applies whether or not the Seller had, or ought to have had, any special or other knowledge that any such losses, damages, or claims would be suffered or incurred by the Buyer.
12. **Personal Guarantee of Company Directors or Trustees**
- 12.1 If the Buyer is a company or trust, the director(s) or trustee(s) signing the quotation acceptance, in consideration for the Seller agreeing to supply the Product and grant a credit to the Buyer at their request, also sign in their personal capacity and jointly and severally personally guarantee as principal debtors to the Seller the payment of any and all moneys now or hereafter owed by the Buyer to the Seller and indemnify the Seller against non-payment by the Buyer.
- 12.2 Any personal liability of a signatory hereto shall not exclude the Buyer in any way whatsoever from the liabilities and obligations contained in these Terms.
- 12.3 The signatories and the Buyer shall be jointly and severally liable under these Terms and for payment of all sums due.
13. **Intellectual Property**
- 13.1 All rights in relation to intellectual property are reserved. All right's in relation to a design or instruction supplied by the Seller to the Buyer are the Seller's and only for the private and confidential use of the Buyer. The content of the Website is the copyright of the Seller and is provided for the Buyer's personal and non-commercial use. Brand names, text, images, videos, book titles and other product information used in this site may be the trademark or intellectual property of a registered holder. No permission is given in respect of use of any of the above. The Seller does its best to ensure that the information on the Website is accurate. The Seller reserves the right to make changes to the Website and any disclaimers at any time. Any amendments are effective immediately and the Seller is not obligated to give notice of such amendments.
- 13.2 Where the Seller has followed a design or instruction furnished by the Buyer, the Buyer guarantees that in supplying Product, the Seller will not be liable for any infringements of Letters Patent, Trade Marks, Registered Designs, or any other intellectual property, etc., and will indemnify the Seller, its employees and agents against action, loss or damage brought against or suffered by the Seller for such manufacture.
14. **Disputes**
- 14.1 In the event of any dispute or difference the parties shall first attempt to resolve the same between themselves but if unsuccessful then the dispute shall be resolved in accordance with the provisions of the Arbitration Act 1996.
- 14.2 Nothing in this clause precludes the Seller from taking legal action to enforce payment of any debt due.
15. **Waiver**
- 15.1 No waiver of any breach of these Terms will be deemed a waiver of any other or any subsequent breach. The failure by the Seller to enforce any provision of these Terms at any time will not be interpreted as a waiver of the provision.
16. **Validity**
- 16.1 If any provision of the Terms shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
17. **Notices**
- 17.1 Notice by one party to the other shall be deemed to have been received and delivered if posted or delivered by hand to the last known address of the recipient whether or not the same is actually received by the recipient.
18. **Privacy**
- 18.1 All information collected through or in connection with the Website is controlled, stored and held by the Seller or its internet service provider(s) in accordance with the Privacy Act 1993.
- 18.2 The Buyer and the Buyer's Guarantors authorise the Seller to collect, hold and provide to a third party any information about the Buyer or the Guarantors including but not limited to credit related information.
19. **Entire Agreement**
- 19.1 These Terms, together with the quotation and acceptance, constitute the entire agreement and supersede and extinguish all prior agreements and understandings between the Seller and Buyer.
20. **Governing Law**
- 20.1 These Terms will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand Courts will have exclusive jurisdiction over any dispute in relation to the Product.