

PO Box 108
 Red Beach 0945
 New Zealand
www.vacpro.co.nz



Contact: Edwin Verhoeff
 Mobile: 0272 415 165
 Email: edwin@vacpro.co.nz

GST No. 101-831-434

Accounts: accounts@vacpro.co.nz

APPLICATION FOR CREDIT ACCOUNT									
TRADING TERMS: STRICTLY NETT 30 DAYS									
Date of Application									
Company/Trading Name									
Company No.									
Postal Address									
Shipping Address									
Telephone				Fax					
Website									
Bank				Branch					
Type of Entity		Company		Sole Trader		Partnership		Trustee Company	
No. of Years in Business				Amount of Credit Required (approx) \$					
Contact Information: Accounts									
Contact Name								Telephone	
Email Address									
Email Invoices?		Yes	No	If Yes, email address:					
Contact Information: Engineering/Maintenance									
Contact Name								Telephone	
Position								Dir:	
Email Address								Mob:	
Sole Trader/Partners/Company Directors									
Name		Address				Telephone			
1.									
2.									
Credit References									
Name		Address				Telephone			
1.									
2.									
3.									
Office use only		Code:				CM - Date:			
		TR - Date:				AM - Date:			

TERMS AND CONDITIONS OF SALE

The provisions of any Sales Agreement or Distributor Agreement existing between the parties hereto are incorporated herein. The provisions of the invoice shall govern the terms of this sale except to the extent the provisions of any of such Sales or Distributor Agreement alter or add to the terms specified herein, and to that extent, the provisions of the Sales or Distributor Agreement shall control.

1. Our terms: Nett 30 days.
2. Price subject to change without notice. Merchandise invoiced at prices in effect on date of shipment/delivery.
3. All merchandise is sold FOB ex-works. Unless otherwise specified, transportation shall be paid by the Customer.
4. Orders cannot be cancelled or amended except with Vacuum Products NZ Limited's consent. Cancellation charges may be applied according to our discretion.
5. Vacuum Products NZ Limited shall not be liable for any failure to perform this Agreement when such failure is due to circumstances beyond its control, occurring either at its factory premises or at the source of supply. Circumstances beyond the control of Vacuum Products NZ Limited shall be deemed to include but shall not be limited to acts of God, fire, flood, war, government action, accidents, labour trouble and inability to obtain materials, equipment and transportation.
6. No statement or recommendation made or assistance given by any representative and/or distributor of Vacuum Products NZ Limited to the Customer or its representative in connection with the use of any product by the Customer shall constitute a waiver by Vacuum Products NZ Limited of any of the provisions hereof, or affect Vacuum Products NZ Limited's liability as herein defined.
7. Orders by telephone are accepted at the risk of the Customer as shipments made before confirmations are received are made for the benefit of and as a service to the Customer.
8. Confirming orders shall be marked "Confirmation" and such orders not so marked may be treated as an original open order and duplicated. Vacuum Products NZ Limited will not be responsible for expenses and inconvenience incurred thereby.

CANCELLATIONS OR DEFERMENT

9. In the event of the Customer cancelling an order the Customer will pay to Vacuum Products NZ Limited the full price of the goods together with the full unamortised costs of materials, dies, tools, patterns and fixtures made or contracted for specifically for the Customer's order. Payment in full will be due on presentation of Vacuum Products NZ Limited's invoice. Vacuum Products NZ Limited will only agree to defer or delay manufacture or delivery of goods on and subject to conditions stipulated by Vacuum Products NZ Limited in writing at the time.
10. No merchandise shall be returned to Vacuum Products NZ Limited without prior authorisation by Vacuum Products NZ Limited to the Customer to make such returns. Returned materials are subject to a minimum of 15% handling charge.



11. Except as to claims arising out of a breach of warranties, the provisions for which are contained in and controlled by paragraph 13 hereof, no claim of any nature whatsoever, whether relating to material delivered, or the failure to deliver the same, shall exceed the contract price of the materials concerning which sort of claim is made. Further, in no event shall Vacuum Products NZ Limited be liable or responsible for any incidental or consequential damage. The Customer's failure to give written notice of a claim within five (5) days from the date of delivery shall constitute a waiver by the Customer of any and all claims in respect of such materials.
12. The obligation of Vacuum Products NZ Limited to deliver the materials shall be deemed fulfilled when it has delivered same in good condition to carrier at delivery point, the carrier acting as agent for the Customer. A clear receipt from the carrier places the responsibility for shortage and/or damage with the carrier.
13. Items sold by Vacuum Products NZ Limited are warranted to be free from defects in material and workmanship when used according to manufacturer's recommended usages. Vacuum Products NZ Limited's liability is limited to the repair or replacement in kind, at Vacuum Products NZ Limited's option, of any items proved defective, provided the allegedly defective items are returned to Vacuum Products NZ Limited prepaid: this warranty being expressly in lieu of all other representations, guarantees and warranties, express or implied, and Vacuum Products NZ Limited's liability for breach of warranty as herein stated is the exclusive remedy and in no event shall Vacuum Products NZ Limited be liable or responsible for incidental or consequential damages.

No item which has been stamped, mutilated or modified will be replaced.
14. This Agreement constitutes the entire contract of sale and purchase between the parties hereto for the merchandise specified herein. It shall not be altered or amended, nor its terms waived, except by an instrument in writing, signed by the party to be bound thereby; in this connection, it is understood that the acceptance or acknowledgement of Purchase Order forms containing provisions different from those of this agreement, shall not affect any modification hereof.
15. The Customer shall be responsible for any damage sustained in the course of movement from Vacuum Products NZ Limited's warehouse. It is the Customer's responsibility to arrange insurance from the point of delivery.

RETENTION OF TITLE

16. Until Vacuum Products NZ Limited has been paid in full for the goods comprised in this Contract the goods remain the property of Vacuum Products NZ Limited although the risk passes to the Customer at the point of delivery in the contract.
17. If the Customer fails to pay any of the purchase price for any goods by the due date for payment, Vacuum Products NZ Limited shall have the immediate right, to retake possession of any or all of the goods and, by its servant and/or agents, enter onto the premises of the Customer. The Customer grants Vacuum Products NZ Limited a licence to enter onto the premises of the Customer to facilitate recovery of any of the goods.
18. On sale by the Customer to a third party of any of the goods, the proceeds of such sale shall be held in trust for Vacuum Products NZ Limited, shall not be mingled with any monies but shall be paid into a fiduciary account for Vacuum Products NZ Limited with the Customer's bankers who shall be advised that the Customer holds the entire proceeds of the sale to the sub-Purchaser as trustee for Vacuum Products NZ Limited.



CLAIMS

19. The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by Vacuum Products NZ Limited for the enforcement of obligations and recovery of monies due from the Customer to Vacuum Products NZ Limited.

I/We agree to comply with Vacuum Products NZ Limited's Terms and Conditions as listed on this document.

Signature: _____

Name: _____

Position: _____

Date: _____

Upon receipt, your application will be checked and automatically opened unless advised otherwise.

Thank you for applying for an account with Vacuum Products NZ Limited. We look forward to doing business with you.

PLEASE REMIT PAYMENTS TO:

Bank: BNZ, 51-53 Victoria St, Cambridge 3434

Account Name: Vacuum Products NZ Limited

Account No. 02-0300-0092381-000

Our Terms: Nett 30 days.

Accounts Email: accounts@vacpro.co.nz