

Customer Account Application Form

This credit application must be signed by a Director, Partner or Proprietor.

A copy of this must be sent back to hello@thetradewinds.co.nz

BUSINESS DETAILS (CUSTOMER)

Registered Name of Company:

Trading Name:

Type of Organisation:

☐ Sole trader ☐ Partnership ☐ Company

Other :

GST Number:

Nature of Business:

☐ On Premise ☐ Off Premise ☐ Other

Number of Years Trading:

Names of Other Similar Stores in Ownership Group:

Bank Account Name (that will pay invoices):

Business address:

Postal address (if different from above):

Business phone:

Email:

Credit Limit Requested (not to exceed NZ\$3,000):

ACCOUNTS DEPARTMENT

Key Contact:

Email:

Phone:

Mobile:

Postal address (if different from above):

NAME OF GUARANTOR

If you would like to nominate more please complete an additional form.

GUARANTOR 1

Full Name:

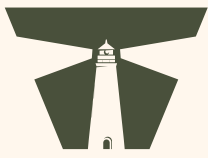
Position in Business:

☐ Sole Trader ☐ Partner ☐ Director

Email:

Mobile:

Private address:



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TERMS & CONDITIONS OF TRADE

Please read carefully

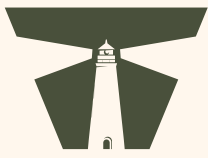
In these Terms and Conditions of Trade ("Terms"), unless the context otherwise requires:

- (a) "Company" "TTW" or "The Tradewinds" means The Tradewinds Agency Limited and includes its agents, employees, successors and assignees.

- (b) "Customer" means any person, firm or company that has requested the supply of Goods from the Company, and includes employees, agents, successors, administrators, and assignees of the Customer.
- (c) "Goods" means any item available for sale to the Customer by the Company.

Upon the approval of this application for credit and supply of Goods, the Customer hereby agrees with the Company:

1. To pay for all the Goods purchased on or before the 20th of the month following the original date of invoice.
2. In the event clause 1 is not complied with, or the Customer otherwise fails to comply with its obligations under these Terms in any respect:
 - 2.1 The Company may revoke all credit accommodation and require any further transactions by the Customer to be on a cash-before-delivery basis;
 - 2.2 All amounts owing to the Company for any reason whatsoever shall become immediately due and payable without deduction or demand;
 - 2.3 The Company may cancel any discounted rates and recalculate the outstanding charges so the amount owing is due and payable without any such discount applied;
 - 2.4 The Company reserves the right to re-enter the Customer's premises and recover the Goods until payment has been received in full.
 - 2.5 The Company may (without prejudice to its other rights or remedies) charge penalty interest rate on any monies owing under clause 1 or otherwise arising under these Terms at the Customer's bank's prevailing overdraft rate plus 10% per annum.
3. That the Customer agrees to pay and indemnifies the Company in respect of all interest, costs and expenses (including solicitors costs and debt collecting costs) whatsoever arising from the collection of any overdue monies payable in accordance with these Terms.
4. That the Company may, from time to time, alter these Terms and such altered conditions and terms shall apply in respect of all transactions taking place after notification of the same to the Customer.
5. That the Company may at any time, and without the need to provide a reason to the Customer, refuse to extend further credit to the Customer and that the Company's approval of this application does not require the Company to extend to the Customer any particular amount of credit.
6. If agreed by the Company, the Company shall deliver the Goods to the address nominated by the Customer. If the Company delivers the Goods then:
 - (a) The Customer or its representative shall be present at the agreed place and time for delivery.
 - (b) If not present, the Company may unload the Goods at the place of delivery and the Goods shall be deemed delivered and the Company shall not be responsible for any claims, costs or losses (direct or indirect) arising from such action.
7. The Customer shall give written notice to the Company of any alleged irregularity in quantity or description, or any faults or defects in respect of the Goods within five (5) working days from the date of delivery.
8. All claims for credit for damaged, defective or short delivered Goods must be notified to the Company immediately. The Company will not accept claims that are not notified in writing within five (5) working days of delivery.
9. Notwithstanding any other provision of these Terms, risk in the Goods purchased shall pass to the Customer immediately upon delivery to the Customer (or its agents or a carrier nominated by the Customer) or the Goods otherwise coming into the possession of the Customer.
10. Title in the Goods shall remain with the Company until such time as all monies owing to the Company by the Customer pursuant to these Terms have been paid in full.
11. If the Customer sells the Goods before payment in full has been received, or if the Customer uses the Goods, the Customer agrees to hold all proceeds of any sale or dealing in the Goods on trust for the Company.
12. At any time until title in such Goods passes to the Customer, the Company may demand that the Customer immediately return the Goods to the Company, or any part of them, and the Customer shall comply with such demand.
13. The Customer acknowledges that these Terms give rise to a security interest in the Goods (including all Goods previously supplied by the Company to the Customer (if any) and all after acquired goods supplied by the Company to the Customer) in favour of the Company, pursuant to the Personal Property Securities Act 1999 ("PPSA").
14. The Customer agrees to sign any further documentation and/or provide any further information (which the Customer warrants to be complete, accurate and current) which the Company may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register or to ensure that the security interest created by these Terms is otherwise enforceable, perfected and effective.
15. The Customer waives all rights listed in section 107(2) of the PPSA and its rights to receive verification statements under section 148 of the PPSA. The Customer agrees that sections 114(1)(a), 122, 133 and 134 of the PPSA will not apply. The Customer acknowledges the Company may exercise its rights under sections 108, 109, 111(1) and 120(1) of the PPSA whether or not the Company has priority over all secured parties and acknowledges that the Company may charge the Customer with compliance with a demand under section 162 of the PPSA.
16. Each Guarantor shall be jointly and severally liable for all amounts due and payable by the Customer to the Company under these Terms. Each Guarantor also jointly and severally indemnifies the Company in respect of all costs, loss, damage, legal or other expenses, suffered or incurred by the Company as a result of the Customer's default under these Terms.
17. The law applicable to these Terms and Conditions is the law of New Zealand.



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EXECUTION

I/WE DECLARE ALL THE INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT AND AUTHORISE THE TRADEWINDS AGENCY TO USE THIS INFORMATION FOR THE PURPOSE OF ASSESSING MY/OUR CREDIT APPLICATION.

SIGNED BY THE CUSTOMER

AUTHORISED SIGNATURE 1

Full Name:

Position:

Date:

AUTHORISED SIGNATURE 2

Full Name:

Position:

Date:

EXECUTION

I/WE HEREBY AGREE TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS OF TRADE IN RELATION TO THE ACCOMMODATION OF CREDIT BY AND PURCHASE OF GOODS FROM THE TRADEWINDS AGENCY. IN PARTICULAR, I/WE ACKNOWLEDGE AND AGREE TO BE BOUND BY THE GUARANTEE SET OUT IN CLAUSE 16.

SIGNED BY THE GUARANTOR(S)

GUARANTOR 1

Full Name / Entity:

Position:

Date:

WITNESS 1

Full Name / Entity:

Position:

Date: