



Hoults Doors Limited

Email: sales@houltsdoors.co.nz www.houltsdoors.co.nz

Phone: 4 5670824 Fax: 4 5670308

232 Cambridge Terrace, P O Box 35 053, Naenae

Application for Credit

Order Number Required / Not Required (delete one)
Credit Limit Required:

Type of Organisation: Company / Partnership / Trust / Incorporated Society / Other: (specify): (Delete those that do not apply):	
Name of Organisation:	
Trading Name (if different):	
Delivery / Street Address:	
Postal / Mailing Address (if different):	
Bus Phone:	Bus Mobile Phone:
Bus Facsimile:	Bus Email Address:
If a Company, Incorporation No:	Date of Incorporation
Address of Registered Office:	
Any previous name(s):	
Paid up Capital \$	Are Business Premises Leased / Owned (delete one)
Name of Contact Person for Organisation:	
Contact Address:	
Contact Postal Address (if different):	
Contact Phone:	Contact Mobile Phone:
Contact Facsimile:	Contact Email Address:

If a Sole Trader:



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Full Legal Name of Individual:	
Date of Birth:	
Also known as (trading name):	
Bus Delivery /Street Address:	
Bus Postal / Mailing Address (if different):	
Private Address of Individual:	
Bus Phone:	Bus Mobile No:
Bus Facsimile:	Bus Email Address:
Hm Phone:	Hm Mobile No:
Hm Facsimile:	Hm Email Address:
If a Company - Details of Directors	
Full Legal Name(s)	Address
1.	
2.	
3.	
4.	

If a Company / Partnership - Details of Ownership (details of <input type="checkbox"/> Directors <input type="checkbox"/> Partners	
Full Legal Name(s) of major Shareholders /	Address



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Partners
1.
2.
3.

Trade References (four required) NB: Not credit card Company's, finance institutions, professional advisors or utility suppliers		
Company Name	Contact Person	Contact Number
1.		
2.		
3.		
4.		

Trading Bank:
Branch:
Name of Bank / Account Manager
Auditor / Accountants:
Solicitors:

Is there any other material information that we ought to know about which could affect our decision to grant you credit?



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You, the Customer, agree with us, Hoults Doors Limited ("The Company") as follows:

1. You warrant to us that the above information is accurate and correct at the date given and acknowledge such information will be relied upon by us.
2. You have read our Terms of Trade attached to this document and agree that those Terms of Trade will apply to, and form part of, all contracts for the supply of goods to you by us. You assent to our Terms of Trade which constitute a security interest in our favour which is enforceable pursuant to the Personal Property Securities Act 1999.
3. You acknowledge that our Terms of Trade are subject to change at any time by notice in writing to you.
4. You agree to continue to make at all times full and accurate disclosure to us of any material information that might affect our decision to continue granting credit to you.
5. You acknowledge that the personal information provided or obtained in support of this application (whether on this form or otherwise) will be held by us and will be used for the following purposes:
 - a. To determine eligibility and terms of the provision of credit to you;
 - b. Supplying you with goods and/or services (including information relating thereto);
 - c. Enforcing debts and other legal obligations owing to us by you; and
 - d. Disclosure to third parties associated with any of the foregoing purposes.
6. You irrevocably authorise all persons, Company's and other entities to provide us with such information as we may at any time request about you (including where application, your proprietors and directors) in relation to any of the purposes listed above and/or any indirectly related purposes. You further authorise us to furnish to any third party details of this application and any subsequent dealings that we may have with you as a result of this application being actioned by you and to use for any lawful purpose connected with your business any information which may be provided to us.
7. You warrant that the person who signed this credit application is duly authorised to apply for credit, to give the above warranties for and on your behalf and to sign our Terms of Trade so as to bind the Customer.

Name of Signatory (please print):

Position of Signatory (please print):

Signature:

Date:

Guarantee:

1. In consideration of The Company agreeing to supply or continuing to supply the Customer with Goods, the undersigned jointly and severally **HEREBY GUARANTEE** to The Company (and its successors and assigns) the due and punctual payment of all moneys and the performance of all obligations due to the Company by the Customer and the undersigned agree to pay such moneys and perform such obligations on demand to The Company, and as between The Company and the undersigned, the undersigned shall be deemed to be principal debtor(s) of The Company.
2. This guarantee shall be a continuing guarantee to The Company for all moneys and all obligations whatsoever owing by the Customer to The Company in respect of Goods supplied and shall remain in force until this guarantee is released by The Company in writing.



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DATED this day of 20

Signed by

Name of Guarantor:

Signed by

Name of Guarantor

OFFICE USE ONLY

General Manager's remarks

Credit Remarks:

Credit Application Approved Declined Approved Credit Limit:\$

HOULTS DOORS LIMITED TERMS OF TRADE

1 Application of Terms of Trade

1.1 These Terms of Trade shall apply between Hoults Doors Limited ("The Company") and you ("the Customer") for the sale of all Goods to you by us unless otherwise agreed in writing. All orders for Goods will be accepted on the basis of these Terms of Trade. If you accept delivery of Goods from us you will be deemed to have accepted these Terms of Trade notwithstanding anything that may be stated to the contrary in your enquiries or your order.

2 Defined Terms

2.1 Unless the context otherwise requires:

- (a) "Goods" mean all goods supplied from time to time by us to you and where the goods supplied form part of your inventory, then all references to goods in these Terms of Trade shall read as references to the inventory
- (b) "PPSA" means the Personal Property Securities Act 1999 as amended or substituted from time to time.
- (c) "Inventory" has the meaning given to that term in the PPSA.
- (d) "Terms of Trade" means these Terms of Trade as may be amended or substituted from time to time by notice in writing to you.
- (e) "You", "Your" and "Yours" are references to the customer as recorded on the Company's credit application and if more than one person comprises the customer, then they include references to those persons jointly and severally.
- (f) "Us", "Our" and "Ours" are references to The Company.
- (g) Words and phrases used herein shall have the same meanings given to them in, or by virtue, of the PPSA.



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3 Prices, Payment and Penalty Interest

- 3.1 Stated or quoted prices are exclusive of GST. GST will be payable by you as an additional amount on all prices, interest and charges.
- 3.2 Unless otherwise agreed in writing, you must pay for all goods supplied by the 20th day of the month following the date of invoice relating to those goods.
- 3.3 If full payment of goods supplied is not made on or before the due date, then without prejudice to any other remedies available to us:
 - (a) We may cancel or withhold supply or delivery of further goods; and
 - (b) You shall pay (at our discretion) interest on the amount due at the rate of 2% per month, calculated on a daily basis from the due date until the payment is received in full by us. Any payments received by us will be firstly applied against such additional interest. You shall further be liable to reimburse us for any costs (including legal costs as between solicitor and client) incurred by us recovering monies due or enforcing any of our rights pursuant to these Terms of Trade.
- 3.4 Goods that are not available at the time of delivery will automatically be placed on back order unless otherwise instructed.
- 3.5 All prices and specifications for goods are subject to change without notice.

4 Place of delivery, risk and insurance

- 4.1 Delivery of goods to you ("Delivery") shall be at the place of business of The Company. The expenses of, and incidental to, the delivery, insurance, transit and storage of the goods after delivery shall be your responsibility.
- 4.2 Risk in the goods passes on to you upon delivery. The goods remain at the company's risk until delivery to you, but when the title passes to you, the goods are at your risk, whether delivery has been made or not. Where the delivery has been delayed because of your fault, the goods shall be at your risk as regards any loss, which may occur due to such delay.
- 4.3 All freight charges are your responsibility and charged on the relevant invoice.
- 4.4 It shall be your responsibility to insure the goods supplied from time of delivery for appropriate "all risk" insurance and The Company shall be noted on that insurance policy as an interested secured party.

5 Retention of Title in the Goods

- 5.1 Title in the goods passes to you when payment for those goods (together with any additional interest or charges as set out in these Terms of Trade) has been made in full by way of cleared funds.
- 5.2 Until such a time as title passes to you:
 - (a) You will hold the goods or any of them on trust for us as bailee of The Company;
 - (b) You will store the goods separately from other goods in your possession in a manner so as to prevent any deterioration, and will clearly distinguish the goods as our goods;
 - (c) The Company may give notice in writing to you to return the goods to The Company. Upon receipt of such notice, your right to obtain title or any other proprietary interest in the goods shall cease; and
 - (d) If you fail to return the goods to us, then The Company or company's agent shall have your authority and license to enter upon and into buildings and premises owned, occupied, or used by you where the goods are situated and to take possession of the goods for removal without any liability whatsoever to you or to any third party.

6 Personal Property Security Act 1999

- 6.1 You acknowledge and agree that clause 5 (Retention in title of the goods) creates a security interest in the goods supplied and in all proceeds of those goods, as security for the repayment of all monies owing by you to The Company, and for the performance of all your obligations to The Company, either pursuant to the these Terms of Trade or any other outstanding contract with The Company.



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- 6.2 You agree at The Company's request to promptly sign any documents, provide all necessary information (which information you warrant to be complete, accurate and up to date in all respects) and do anything else reasonably required by The Company to ensure that such security interests constitutes a perfected purchase money security interest including executing any variations to these Terms of Trade reasonably requested by The Company.
- 6.3 If you fail to comply with these Terms of Trade or any other contract with The Company, The Company or its agent may exercise any and/or all remedies afforded to a secured party by part 9 of the PPSA and enter any building or premises owned, occupied or used by you to search for and retake possession of any or all of the goods. You further agree that where The Company has rights in addition to those of part 9 of the PPSA, those rights shall continue to apply.
- 6.4 You (to the extent permitted by law) expressly waive and contract out of, and agree that you shall have no rights under, the following provisions of part 9 of the PPSA to:
- (a) Receive notice under Section 114(1)(a);
 - (b) Receive a statement of account under Section 116;
 - (c) Receive any surplus distributed under Section 117(1)(c);
 - (d) Recover any surplus under Section 119;
 - (e) Receive notice of any proposal to The Company to retain collateral under Section 120(2);
 - (f) Object to any proposal of The Company to retain collateral under Section 121;
 - (g) Not have goods damaged in the event that The Company were to remove an accession under Section 125;
 - (h) Apply to the Court for an order concerning the removal of an accession under Section 131;
 - (i) Redeem collateral under Section 132; and
 - (j) Reinstate this contract under Sections 133 and 134.
- 6.5 You waive any right to receive from The Company a copy of any financial statement financing change statement or any verification statement that is registered, issued or received at any time in relation to those Terms of Trade.
- 6.6 You agree to immediately notify us in writing of any change of your legal or business name.
- 6.7 You expressly authorise The Company to allocate and apply in any proportions as it sees fit any monies received from you towards part payment of the price of the goods and/or in part payment of the price of any goods supplied to the intent that the security interest created by these Terms of Trade shall remain in full force and effect until all monies owing, and/or all obligations due to be performed, by you to the company have been paid or performed in full.

7 Returns

- 7.1 All returns of goods will only be accepted with the prior written approval of the company, if such goods are received within five (5) working days of the date of delivery and if The Company with a credit request stating the purchase invoice number that the goods were supplied on.
- 7.2 No goods returned will be accepted in a damaged or incomplete condition.
- 7.3 No goods returned will be accepted if they were specifically produced product or have a specific non standard finish.

8 Credits

- 8.1 Credits will not be issued in the following circumstances:
- (a) Shop soiled items (defined as having visual packaging removed, damaged or seals broken);
 - (b) Goods delivered from us prior to six months; and
 - (c) Any goods brought as discontinued stock or specials.

9 Manufacturers, Guarantees/ Warranties



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- 9.1 All goods are covered by a manufacturers guarantee if printed in its packaging or is advertised in its advertising literature.
- 9.2 All guarantees and warranties specifically exclude the following - damage caused by accident, Incorrect installation or neglect.
- 9.3 Except to the extent of guarantees referred to, or warranties given, in these terms of trade, all warranties and representations in respect of any goods sold, are hereby excluded, including (to the extent permitted by law) those expressed or implied by law.
- 9.4 Where the goods are supplied to you for a business purpose, then you agree that the statutory guarantees are implied terms, covenants and conditions contained in the Consumer Guarantees Act 1993 are hereby excluded and do not apply.
- 9.5 To the extent inconsistent with these Terms of Trade, the provisions of the Sale of Goods Act 1908 are hereby excluded and do not apply.
- 9.6 These Terms of Trade do not and do not purport to restrict or otherwise limit the application of relevant statutes to the subject matter herein other than to the extent that such restriction or limitation is lawfully permissible and is contained herein.

10 Limitation of Liability and Indemnity

- 10.1 The Company shall not be liable to you (or any other person) for any indirect, special, incidental, consequential or exemplary damages or losses suffered by you (or any other person) arising out of the operation of these Terms of Trade and/or the storage, use or incorrect application of the goods and whether attributable to contract, tort (including negligence) equity or otherwise. Your remedies under these Terms of Trade shall be limited to damages only, but under no circumstance shall the liability of The Company exceed the price of the goods supplied.
- 10.2 You agree to hold The Company harmless and hereby indemnify The Company for any liability or costs which The Company may incur due to your use or the incorrect application of the goods including, but without limitation, any liability incurred for damage or degradation to any other persons property.

11 Applications

- 11.1 All goods supplied are to comply with all manufacturer installation specifications.

12 Terms and Conditions to Prevail

- 12.1 These Terms of Trade shall prevail where there is any inconsistency or variance with:
 - (a) Any previous Terms of Trade, invoice or document;
 - (b) Any previous usage of trade or course of dealing between the parties; and
 - (c) Anything that may have been stated by either party (or their representatives) to the other party unless specifically agreed to in writing to The Company.
- 12.2 No alteration or variation of these Terms of Trade will be binding upon The Company unless authorised by The Company in writing. These Terms of Trade will without further notice apply to all further transactions between the parties whether or not this document is delivered to you in the course of such transaction.

13 Severance

- 13.1 Should these Terms of Trade or any part of them be held by a Court to be ineffective by virtue of non-registration, legality or otherwise, such term or part of it may in The Company's sole discretion be severed from the rest without affecting the validity or enforceability of the remaining terms.

14 Waiver

- 14.1 The delay or failure by The Company to enforce its rights at any time or for any period in relation to any one or more of these Terms of Trade shall not be a waiver of them or of the rights of any time subsequently to enforce all terms and conditions of these Terms of Trade.

15 Alternative Dispute Resolution



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15.1 If any dispute shall arise touching the construction or interpretation of any of these Terms of Trade or in regard to the rights and obligations of the parties generally (save for where the default by you of these Terms of Trade is not in doubt), the same shall be settled by arbitration in accordance with The Arbitration Act 1996.

16 Notices

16.1 Any notice or communication required or permitted to be given under these Terms of Trade shall be valid and effective only if in writing. Any notice given and any payment made by any party to the other which is:

- (a) Delivered by hand during the normal business hours of the addressee at the addressee's last known address shall be presumed to have been received by the addressee at the time of delivery;
- (b) Posted by prepaid registered post to the addressee at the addressee's last known address shall be presumed to have been received by the addressee on the second day after the date of posting; and
- (c) Transmitted by facsimile to the addressee at the addressee's last known facsimile number shall be deemed to be received by the addressee on the date of the transmission thereof provided the sender has obtained an error free report of such transmission.

17 Privacy Act

17.1 You hereby authorise The Company to obtain from any credit reporting agency, a credit report concerning your credit information for the purpose of determining whether or not to supply goods to you on credit or on consignment. You acknowledge that by placing an order for goods, you are authorising each such source to provide The Company with any information about you which it may require; and

17.2 Unless The Company is notified in writing by you, promotional material of The Company may be sent to you from time to time.

The above Terms of Trade are accepted by the Customer:

Name of Customer (please print): _____

Name of Signatory (please print): _____

Signature: _____

Position of Signatory (please print): _____

Date: _____