



# DECORTECH LTD

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## ACCOUNT APPLICATION FORM

### ENTITY DETAILS:

APPLICANT'S FULL LEGAL NAME (i.e. not trading name): ..... ("the Customer")

(Please tick) Sole Trader  Individual  Partnership  Ltd Company  Other (please state): .....

Trading as: .....

Postal Address: .....

Physical Address: .....

Nature of Business: ..... Years in Business: .....

Telephone: ..... Fax: ..... Email: .....

Contact Name & Position: .....

### OWNERSHIP please insert Owner(s) / Directors Name(s) in full

1: ..... DOB: ..... Address: .....

2: ..... DOB: ..... Address: .....

IF LIMITED LIABILITY COMPANY - Address of Registered Office: .....

Date of Incorporation: ..... Incorporation No: .....

### FINANCIAL & PROFESSIONAL ADVISORS

Shareholders Funds: ..... Paid Up: .....

Name of Accountant: ..... Solicitor: .....

Bank: ..... Branch: ..... Acct No: .....

TRADE REFERENCES			
Company	Contact Name	Phone Number	Account open since
1			
2			
3			
4			
5			

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Decortech Ltd that the above information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer. I/we also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are also signing this application form in my/our personal capacity.

**If the applicant is a company then this application form must be signed by a director of the company.**

Signed ..... Print Name ..... Designation .....

Dated this ..... day of ..... 20.....

## 1. DEFINITIONS

- 1.1 "Decortech" shall mean Decortech Ltd, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Decortech.
- 1.3 "Goods" shall mean:
  - 1.3.1 all Goods of the general description specified on the front of this agreement and supplied by Decortech to the Customer; and
  - 1.3.2 all Goods supplied by Decortech to the Customer; and
  - 1.3.3 all inventory of the Customer that is supplied by Decortech; and
  - 1.3.4 all Goods supplied by Decortech and further identified in any invoice issued by Decortech to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
  - 1.3.5 all Goods that are marked as having been supplied by Decortech or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Decortech; and
  - 1.3.6 all of the Customer's present and after-acquired Goods that Decortech has performed work on or to or in which goods or materials supplied or financed by Decortech have been attached or incorporated.
  - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Goods" shall also mean all goods, products, services and advice provided by Decortech to the Customer and shall include without limitation the supply of plywood and associated products and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Goods by Decortech to the Customer.
- 1.5 "Price" shall mean the cost of the Goods as agreed between Decortech and the Customer and includes all disbursements eg charges Decortech pay to others on the Customer's behalf subject to clause 4 of this contract.

## 2. ACCEPTANCE

- 2.1 Any instructions received by Decortech from the Customer for the supply of Goods shall constitute a binding contract and acceptance of the terms and conditions contained herein.

## 3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Decortech to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Goods provided by Decortech to any other party.
- 3.2 The Customer authorises Decortech to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

## 4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Goods shall be deemed to be sold at the current amount as such Goods are sold by Decortech at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Goods that is beyond the control of Decortech between the date of the contract and delivery of the Goods.

## 5. PAYMENT

- 5.1 Payment for Goods shall be made in full on or before the 20<sup>th</sup> day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Decortech in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5 A deposit may be required.

## 6. QUOTATION

- 6.1 Where a quotation is given by Decortech for Goods:
  - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
  - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
  - 6.1.3 Decortech reserve the right to alter or withdraw the quotation because of circumstances beyond its control.
- 6.2 Where Goods are required in addition to the quotation the Customer agrees to pay for the additional cost of such Goods. Samples shown to the Customer may vary from Goods supplied.

## 7. RISK

- 7.1 The Goods remain at Decortech's risk until delivery to the Customer.
- 7.2 Delivery of Goods shall be deemed complete when Decortech gives possession of the Goods directly to the Customer or possession of the Goods is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.
- 7.3 The time agreed for delivery shall not be an essential term of this contract.

## 8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1 Title in any Goods supplied by Decortech passes to the Customer only when the Customer has made payment in full for all Goods provided by Decortech and of all other sums due to Decortech by the Customer on any account whatsoever. Until all sums due to Decortech by the Customer have been paid in full, Decortech has a security interest in all Goods.
- 8.2 If the Goods are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods shall remain with Decortech until the Customer has made payment for all Goods, and where those Goods are mixed with other property so as to be part of or a constituent of any new Goods, title to these new Goods shall be deemed to be assigned to Decortech as security for the full satisfaction by the Customer of the full amount owing between Decortech and Customer.
- 8.3 The Customer gives irrevocable authority to Decortech to enter any premises occupied by the Customer or on which Goods are situated at any reasonable time after default by the Customer or before default if Decortech believes a default is likely and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are incorporated. Decortech shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Decortech may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Goods and credit the Customer's account with the invoice value thereof less such sum as Decortech reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 8.4 Where Goods are retained by Decortech pursuant to clause 8.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
- 8.5 The following shall constitute defaults by the Customer:
  - 8.5.1 Non payment of any sum by the due date.
  - 8.5.2 The Customer intimates that it will not pay any sum by the due date.
  - 8.5.3 Any Goods are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods.
  - 8.5.4 Any Goods in the possession of the Customer are materially damaged while any sum due from the Customer to Decortech remains unpaid.
  - 8.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
  - 8.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
  - 8.5.7 Any material adverse change in the financial position of the Customer.
- 8.6 If the Credit Repossession Act applies to any transaction between the Customer and Decortech, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.
- 8.7 The Customer shall sign any further documentation and/or provide any further information, which information shall be complete and accurate in all respects that Decortech may reasonably require to register a financing statement or financing change statement on the Personal Properties Securities Register.
- 8.8 The Customer shall indemnify and upon demand reimburse Decortech for all expenses incurred in registering a financing statement or financing change statement on the Personal Properties Securities Register or releasing any Goods charged thereby.
- 8.9 The Customer shall not register a financing change statement (in accordance with Regulation 9, Personal Properties Securities Regulations) or a change demand (in accordance with Regulation 10, Personal Properties Securities Regulations) without the prior written consent of Decortech.
- 8.10 The Customer shall give Decortech not less than fourteen (14) days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number or business practice).
- 8.11 The Customer shall immediately advise Decortech of any material change in the Customer's practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 8.12 Unless otherwise agreed to in writing by Decortech, the Customer waives its right to receive a verification statement in accordance with Section 148 of the PPSA.

## 9. DISPUTES AND RETURN OF GOODS

- 9.1 No claim relating to Goods will be considered unless made within seven (7) days of delivery.
- 9.2 The Customer may only return Goods to Decortech within seven (7) days of delivery. After this time acceptance of returns is at Decortech's discretion and may incur a restocking fee.
- 9.3 The Customer is liable for any freight and insurance costs of returns.
- 9.4 Decortech will not accept returns of special or indent orders without prior approval.

## 10. LIABILITY

- 10.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Decortech which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Decortech, Decortech's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 10.2 Except as otherwise provided by clause 10.1 Decortech shall not be liable for:
  - 10.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Goods by Decortech to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods provided by Decortech to the Customer; and
  - 10.2.2 The Customer shall indemnify Decortech against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Decortech or otherwise, brought by any person in connection with any matter, act, omission, or error by Decortech its agents or employees in connection with the Goods.
- 10.3 If, contrary to the disclaimer of liability contained in these terms and conditions of trade, Decortech is deemed to be liable to the Customer, following and arising from the supply of Goods by it to the Customer, then it is agreed between Decortech and the Customer that such liability be limited to the purchase price of the goods or the actual loss or damage suffered or in its aggregate to \$500.00, whichever is the lesser.

## 11. WARRANTY

- 11.1 Manufacturer's warranty applies where applicable.
- 11.2 The total liability of Decortech will be limited to replacing goods which are defective in materials and workmanship at the date of despatch.
- 11.3 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Goods except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 but where the Customer acquires Goods for the purpose of a business, the provisions of the Consumer Guarantees Act are expressly excluded.
- 11.4 Where the Customer acquires Goods for the purpose of re-supplying them (in the form in which they were delivered or otherwise) in trade and that re-supply in trade is governed by New Zealand law, the Customer will include in its conditions of sale (and notify its Customers of the effect of) a clause to the effect that the Consumer Guarantees Act 1993 will not apply where a Customer of the Customers acquires or holds itself out as acquiring the Goods for a business purpose and the Customer will indemnify Decortech against all losses, costs, damages or liabilities which Decortech may incur or be liable to pay arising out of the Customer's failure to take the action required under this clause.

11.5 Decortech warrants that all Goods are free from defects in materials and workmanship at the date of despatch by Decortech. The Customer will, on delivery, check the Goods for discrepancies or damage. In the case of damage, the Customer will:

- (a) Write the details of such damage on the consignment note and request the delivery person to countersign those details;
- (b) Notify Decortech immediately (and no later than three days after delivery) of such damage; and
- (c) Unless otherwise requested by Decortech, hold such Goods until Decortech inspects them.

**12. CONSUMER GUARANTEES ACT**

12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Goods from Decortech for the purposes of a business in terms of section 2 and 43 of that Act.

**13. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES**

13.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Decortech agreeing to supply Goods and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Decortech the payment of any and all monies now or hereafter owed by the Customer to Decortech and indemnify Decortech against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

**14. MISCELLANEOUS**

14.1 Decortech shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

14.2 Failure by Decortech to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Decortech has under this contract.

14.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

14.4 Where applicable the Construction Contracts Act 2002 applies.

14.5 If the Customer defaults in payment then the Customer agrees that where the Goods relate to Customer's land, then the amount of such default gives rise to a legal or equitable estate or interest in the Customer's land which entitles Decortech to enter a caveat against the Customer's land pursuant to the Land Transfer Act 1952 and its amendments or any legislation in substitution thereof.

14.6 Please note that Goods initially sampled to the Customer may vary from the actual Goods supplied.