

# INDEPENDENT WRAP

• Silage Film • Bale Net & Twine • Pit Covers •

## APPLICATION FOR TRADING ACCOUNT

### INDEPENDENT WRAP LIMITED

Please complete and sign. Keep the Terms and Conditions of Purchase for your records and return this page to:

PO Box 9049, Bell Block, New Plymouth 4351, or scan and email to [lydia@independentwrap.co.nz](mailto:lydia@independentwrap.co.nz)

I/We (Full personal name) \_\_\_\_\_ ("the Purchaser")

make application to **INDEPENDENT WRAP LIMITED** for a trading account in respect of our operation called

Company Full name \_\_\_\_\_

I am a director of this company **YES / NO** (circle)    I am a shareholder of this Company **YES/ NO** (circle)

Phone: Home: \_\_\_\_\_ Mobile: \_\_\_\_\_ Alternative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Delivery Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Post code \_\_\_\_\_

\_\_\_\_\_

In Support of this Application I/We offer the following trading references:

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Town: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Town: \_\_\_\_\_

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Town: \_\_\_\_\_

We authorise **INDEPENDENT WRAP LIMITED** or any member of its staff to make enquiries from the above as to our/my credit worthiness before opening an account on my/our behalf.

Signed by

\_\_\_\_\_ Date: \_\_\_\_\_

Director/Authorised Agent/Purchaser

The Purchaser agrees that the Independent Wrap Limited may amend these terms and conditions at any time. If Independent Wrap Limited makes a change to these terms and conditions, then that change will take effect from the date on which Independent Wrap Limited notifies the Purchaser of such change. The Purchaser will be taken to have accepted such changes if the Purchaser makes a further request for Independent Wrap Limited to provide Goods to the Purchaser.

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## **TERMS AND CONDITIONS OF PURCHASE**

We the purchaser confirm that we have read and understood the following:

### **1.0 Payment and Title**

- 1.1 Full payment of goods purchased is due on the 20<sup>th</sup> of the month following invoice date or statement in respect of the goods unless otherwise specified in writing by Independent Wrap Limited.
- 1.2 Title of the goods will not pass to the Purchaser or the Purchaser's agent until the goods and all relevant taxes that apply to this transaction have been paid to Independent Wrap Limited. Receipt by Independent Wrap Limited of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 1.3 It is further agreed that:
  - a. until ownership of the Goods passes to the Purchaser, that the Purchaser is only a bailee of the Goods and must return the Goods to the Independent Wrap Limited on request.
  - b. the Purchaser irrevocably authorises Independent Wrap Limited to enter any premises where Independent Wrap Limited believes the Goods are kept and recover possession of the Goods.
  - c. Independent Wrap Limited may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Purchaser.
- 1.4 If payment is not received by the due date Independent Wrap Limited will be entitled to:
  - a. Defer supplying you with any more goods and/or
  - b. Charge you interest on the amount owing to Independent Wrap Limited at a rate of 2% per month from the time payment was due, calculated on monthly basis for the period of time that account remains unpaid. All collection costs incurred relating to any invoices that remain unpaid will be the responsibility of the Purchaser or agent responsible for payments and/or;
  - c. Treat the contract as having been cancelled by you or your agent and/or;
  - d. Recover the goods supplied and not paid for, reserving the right to pursue you for monetary compensation for any damage resulting from your act or omission whilst such goods are in your custody.

### **2.0 Acceptance of quoted prices, subsequent orders and conditions of sale**

- 2.1 The Purchaser is taken to have exclusively accepted and is immediately bound by these terms and conditions if the Purchaser places an order for or accepts delivery of the Goods.
- 2.2 These terms and conditions may only be amended with Independent Wrap Limited's consent in writing.
- 2.3 All prices and quotes remain valid for fourteen days from the date of issue, or while stocks last after which a revised quote may be necessary.
- 2.4 All prices are subject to change without notice and orders cannot be cancelled if goods are in transit.

### **3.0 Delivery of Goods**

- 3.1 Delivery of the Goods is taken to occur at the time that the Purchaser or the Purchasers Agent/Carrier takes possession of the Goods.
- 3.2 Any time or date given by Independent Wrap Limited to the Purchaser is an estimate only. The Purchaser must still accept delivery of the Goods even if late and Independent Wrap Limited will not be liable for any loss or damage incurred by the Purchaser as a result of the delivery being late.

### **4.0 Risk**

- 4.1 Risk of damage to or loss of the Goods passes to the Purchaser on Delivery and the Purchaser must insure the Goods on or before Delivery.
- 4.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Purchaser, Independent Wrap Limited is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Independent Wrap Limited is sufficient evidence of Independent Wrap Limited's rights to receive the insurance proceeds.
- 4.3 If the Purchaser requests Independent Wrap Limited to leave Goods outside Independent Wrap Limited's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Purchaser's sole risk.

### **5.0 Personal Property Securities Act 1999 ("PPSA")**

- 5.1 Upon agreeing to these terms and conditions in writing the Purchaser acknowledges and agrees that:
  - a. these terms and conditions constitute a security agreement for the purposes of the PPSA; and
  - b. a security interest is taken in all Goods previously supplied by Independent Wrap Limited to the Purchaser (if any) and all Goods that will be supplied in the future by Independent Wrap Limited to the Purchaser.
- 5.2 The Purchaser undertakes to:
  - a. sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Independent Wrap Limited may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;

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- b. indemnify, and upon demand reimburse, Independent Wrap Limited for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
- c. not register a financing change statement or a change demand without the prior written consent of Independent Wrap Limited; and
- d. immediately advise Independent Wrap Limited of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

5.3 Independent Wrap Limited and the Purchaser agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

5.4 The Purchaser waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

5.5 Unless otherwise agreed to in writing by Independent Wrap Limited, the Purchaser waives its right to receive a verification statement in accordance with section 148 of the PPSA.

5.6 The Purchaser shall unconditionally ratify any actions taken by Independent Wrap Limited under clauses 4.1 to 4.5.

## **6.0 Defects**

6.1 The Purchaser shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Independent Wrap Limited of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Purchaser shall afford Independent Wrap Limited an opportunity to inspect the Goods within a reasonable time following delivery if the Purchaser believes the Goods are defective in any way. If the Purchaser shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Independent Wrap Limited has agreed in writing that the Purchaser is entitled to reject, Independent Wrap Limited's liability is limited to either (at the Independent Wrap Limited's discretion) replacing the Goods or repairing the Goods.

## **7.0 Returns**

7.1 Returns will only be accepted provided that:

- a. the Purchaser has complied with the provisions of clause 6.1; and
- b. Independent Wrap Limited has agreed in writing to accept the return of the Goods; and
- c. the Goods are returned at the Purchaser's cost within seven (7) days of the delivery date; and
- d. the Independent Wrap Limited will not be liable for Goods which have not been stored or used in a proper manner; and
- e. the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

7.2 Independent Wrap Limited will not accept the return of Goods for credit.

## **8.0 Warranty**

8.1 For Goods not manufactured by Independent Wrap Limited, the warranty shall be the current warranty provided by the manufacturer of the Goods. Independent Wrap Limited shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

## **9.0 Cancellation**

9.1 Independent Wrap Limited may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Purchaser. On giving such notice Independent Wrap Limited shall repay to the Purchaser any money paid by the Purchaser for the Goods. Independent Wrap Limited shall not be liable for any loss or damage whatsoever arising from such cancellation.

9.2 In the event that the Purchaser cancels delivery of Goods the Purchaser shall be liable for any and all loss incurred (whether direct or indirect) by Independent Wrap Limited as a direct result of the cancellation (including, but not limited to, any loss of profits).

## **10.0 Privacy Act 1993**

10.1 The Purchaser authorises Independent Wrap Limited or Independent Wrap Limited's agent to:

- a. access, collect, retain and use any information about the Purchaser;
  - i. (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Purchaser's creditworthiness; or
  - ii. for the purpose of marketing products and services to the Purchaser.
- b. disclose information about the Purchaser, whether collected by Independent Wrap Limited from the Purchaser directly or obtained by Independent Wrap Limited from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Purchaser.