

Organisation Type

☐ Sole Trader
 ☐ Partnership
 ☐ Company
 ☐ Other

Applicant Details

Applicant Name	<input type="text"/>		
	<small>(Full Name of the Legal Entity applying for an account)</small>		
Trading Name	<input type="text"/>		
	<small>(If different from the Applicant Name)</small>		
Postal Address	<input type="text"/>		
	<input type="text"/>	Post Code	<input type="text"/>
Delivery Address	<input type="text"/>		
<small>(If different from the Postal Address)</small>	<input type="text"/>	Post Code	<input type="text"/>
Phone No.	<input type="text"/>	Mobile No.	<input type="text"/>
Purchasing Contact	<input type="text"/>	Email	<input type="text"/>
Accounts Contact	<input type="text"/>	Email	<input type="text"/>
Accountant	<input type="text"/>	Phone No.	<input type="text"/>
Bank Name	<input type="text"/>	Branch	<input type="text"/>
Bank Contact	<input type="text"/>	Phone No.	<input type="text"/>
Monthly Credit Limit Requested (NZD)	\$ <input type="text"/>	GST No.	<input type="text"/>
Type/Nature of Business	<input type="text"/>		

Trade References

1 Name	<input type="text"/>	Phone No.	<input type="text"/>
Address	<input type="text"/>		
2 Name	<input type="text"/>	Phone No.	<input type="text"/>
Address	<input type="text"/>		
3 Name	<input type="text"/>	Phone No.	<input type="text"/>
Address	<input type="text"/>		

Account Preferences

Do you require order numbers on every invoice? Yes / No

Where would you like your invoices and statement sent to? Email

Post

Other preferences:

Signed Agreement

By signing, I agree to INESCO's terms and conditions of trade as below and I certify that the above information is submitted for the purpose of opening an account and is accurate and complete to the best of my knowledge.

Name / Position

Signed

Date

Thank you for taking the time to complete this form, you can submit it by email, post or fax using the contact details below.

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INESCO

Terms and Conditions of Trade

1. Definitions

1.1 "INESCO" shall mean INESCO or any agent or employees thereof.

1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer.

1.3 "Goods" shall mean:

1.3.2 all Goods supplied by INESCO to the Customer,

1.3.3 all inventory of the Customer that is supplied by INESCO,

1.3.4 all Goods supplied by INESCO and further identified in any invoice issued by INESCO to the Customer, which invoices are deemed to be incorporated into and form part of this agreement,

1.3.5 all Goods that are marked as having been supplied by INESCO or that are stored by the Customer in a manner that enables them to be identified as having been supplied by INESCO,

1.3.6 all of the Customer's present and after-acquired Goods that INESCO has performed work on or to or in which goods or materials supplied or financed by INESCO 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 and Services" shall mean goods, products, services and advice INESCO has provided to the Customer and shall include all earthmoving, pavement construction, drainage, sub-contractor and other services and the provision of all civil engineering and related supplies and all charges for labour and all charges for hire charges, insurance charges, or any fee or charge associated with the supply of Goods and Services by INESCO to the Customer.

1.5 "Price" shall mean the cost of Goods and Services as agreed between INESCO and the Customer and includes all disbursements e.g. charges INESCO pay to others on the Customer's behalf subject to clause 4 of this agreement.

2. Acceptance

2.1 Any instructions received by INESCO from the Customer for the supply of Goods and Services 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 INESCO to collect, retain and use information about the Customer for the purposes of assessing the customer's credit worthiness, enforcing any rights under this contract or marketing any Goods and Services provided by INESCO to any other party.

3.2 The Customer authorises INESCO to disclose any information 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 and Services shall be deemed to be sold at the current amount as such Goods and Services are sold by INESCO at the time of the contract.

4.2 The price may be increased by the amount or any reasonable increase in the cost of supply of the Goods and Services that is beyond the control of INESCO between the date of the contract and delivery of the Goods and Services.

5. Payment

5.1 Unless otherwise agreed in writing by INESCO, payment is due:

a. Where INESCO has approved, established and not suspended or terminated a trade account, on or before the 20th day of the month following the date of the invoice.

b. In all other cases, at the time of the order for the Goods and Services unless other payment terms have been arranged.

5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% compounding per month or part month.

5.3 Any expenses, disbursements and legal costs incurred by INESCO 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.

5.6 INESCO Limited may vary the terms of payment by giving notice in writing and offer a prompt payment discount to be applied at its absolute discretion.

6. Quotation

6.1 Where a quotation is given by INESCO:

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 INESCO reserves the right to alter a quotation because of circumstances beyond its control.

6.2 Where Goods and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Goods and Services.

7. Risk

7.1 The Goods and Services remain at INESCO's risk until delivery to the site or the Customer takes possession of the Goods and Services, whichever occurs earlier.

7.2 The time agreed for delivery shall not be an essential term of this contract unless the Customer gives written notice to INESCO making time of the essence.

7.3 Where INESCO delivers Goods and Services to the Customer by instalments and INESCO fails to deliver or supply one or more instalments the Customer shall not have the right to cancel the contract but shall have the right to claim compensation as a severable breach.

8. Agency

8.1 The Customer authorises INESCO to contract either as principal or agent for the provision of Goods and Services that are the matter of this contract.

8.2 Where INESCO enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement that the Customer agrees to pay any amounts under that contract.

9. Title and Security (Personal Properties Securities Act 1999)

9.1 Title in any Goods and Services supplied by INESCO passes to the Customer only when the Customer has made payment in full for all Goods and Services provided by INESCO and of all other sums due to INESCO by the Customer on any account whatsoever. Until all sums due to INESCO by the Customer have been paid in full, INESCO has a security interest in all Goods and Services.

9.2 If the Goods and Services 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 and Services shall remain with INESCO until the Customer has made payment for all Goods and Services, and where those Goods and Services are mixed with other property so as to be part of or a constituent of any new Goods and Services, title to these new Goods and Services shall be deemed to be assigned to INESCO as security for the full satisfaction by the Customer of the full amount owing between INESCO and the Customer.

9.3 The Customer gives irrevocable authority for INESCO and its agents to enter any premises occupied by the Customer or on which Goods and Services are situated at any reasonable time after default by the Customer or before default if INESCO believes a default is likely and to remove and repossess any Goods and Services and any other property to which Goods and Services are attached or in which Goods and Services are incorporated. INESCO 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.

9.4 Where Goods and Services are retained by INESCO pursuant to clause 9.3 the Customer waives the right to receive notice under S120 of the Personal Property Security Act 1999 ("PPSA") and to object under S121 of PPSA.

9.5 The following shall constitute defaults by the Customer:

9.5.1 Non payment of any sum by the due date.

9.5.2 The Customer intimates that it will not pay any sum by the due date.

9.5.3 Any Goods and Services are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods and Services.

9.5.4 Any Goods and Services in the possession of the Customer are materially damaged while any sum due from the Customer to INESCO remains unpaid.

9.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distrains against any of the Customer's assets.

9.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.

9.5.7 Any material adverse change in the financial position of the Customer.

9.6 If the Credit Repossession Act applies to any transaction between the Customer and INESCO, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

10. Payment Allocation

10.1 INESCO may at its discretion allocate any payment received from the Customer towards any invoice that INESCO determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments received and allocated. In the absence of any payment allocation by INESCO, payment shall be deemed to be allocated in such manner as preserves the **maximum value of INESCO's purchase money security interest, and any other security interest, in the Goods and Services.**

11. Disputes

11.1 No claim relating to Goods and Services will be considered unless made within seven (7) days of delivery.

12. Liability

12.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties of conditions or impose obligations upon INESCO which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any implied warranties, conditions or terms imposed on INESCO, **INESCO'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.**

12.2 Except as otherwise provided by clause 12 INESCO shall not be liable for:

12.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Customer or any other 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 and Services provided by INESCO to the Customer, and

12.2.2 The Customer shall indemnify INESCO against all claims and loss of any kind whatsoever however caused or arising as a result of the negligence of INESCO or otherwise, brought by any person in connection with any matter, act, omission or error by INESCO its agents or employees in connection with the Goods and Services.

13. Consumer Guarantees Act

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

14. Personal Guarantee of Company Directors or Trustees

14.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for INESCO agreeing to supply Goods and Services 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 INESCO the payment of any and all monies now or hereafter owed by the Customer to INESCO and indemnify INESCO 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.

14.2 Clause 14.2 shall apply to like effect for any partner, committee member, agent or any other person signing on behalf of another person, persons or entity.

15. Hire of Equipment

15.1 Where equipment is hired from INESCO:

15.1.1 The Customer shall not part with possession of the equipment and shall not sublet, or sell, or attempt to alienate the equipment in any way, or deal with the equipment in any way that may be prejudicial for INESCO.

15.1.2 The Customer shall be liable for any damage to or loss of the equipment hired however caused and in the event of any equipment being damaged, lost or stolen the Customer shall pay INESCO the cost of making good the repair to the equipment or the cost of replacing the equipment whichever is the lesser.

15.1.3 The Customer shall on request by INESCO advise of the whereabouts of any hired equipment and gives INESCO irrevocable licence to enter any premises within its control for the purposes of inspection, repairing, testing or removing the hired equipment and further if the Customer fails to pay any monies owing after the due date INESCO may enter any premises and take possession and remove the hired equipment.

15.1.4 Without prejudice to any other remedies available to INESCO and notwithstanding any period of hire specified, INESCO may terminate this hire contract at any time.

16. Drains, Cables and Unforeseen Circumstance

16.1 INESCO will not be liable for any loss, damage or costs arising from damage to footpaths, roadways, water pipes, telephone or electric cables, sewers or drains caused by the operation of any machine or vehicle by INESCO or its sub-contractors.

17. Cancellation

17.1 INESCO shall, without any liability and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of Goods and Services to the Customer if the Customer fails to pay any money owing after the due date or the Customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.

17.2 Any cancellation or suspension of this agreement shall not affect INESCO's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the Customer's obligations to INESCO under this contract.

18. Miscellaneous

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

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

18.3 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.

18.4 The Customer shall not assign all or any of its rights or obligations under this contract without the written consent of INESCO.

19. Additional Security

19.1 In addition to any other security created under this agreement, the Customer grants a general security interest under the PPSA to INESCO over all of the Customers **before and after acquired property ("the Collateral") to secure the payment by the Customer of any goods or services supplied to the Customer by INESCO whether or not the same were supplied under the terms and conditions of this agreement or in any other manner whatsoever.**

19.2 The Customer gives irrevocable authority for INESCO and its agents to enter any premises occupied by the Customer or on which the Collateral is situated at any reasonable time after default by the Customer or before default if INESCO believes a default is likely and to remove and repossess any or all of the Collateral at Arrow. INESCO 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.

19.3 The Customer shall insure the Collateral for full replacement value.

19.4 The Customer waives the right to receive notice under S120 of the Personal Property Security Act 1999 ("PPSA") **and to object under S121 of PPSA.**

19.5 The following shall constitute defaults by the Customer:

19.5.1 Non payment of any sum by the due date.

19.5.2 The Customer intimates that it will not pay any sum by the due date.

19.5.3 Any other creditor of the Customer seizes the Customer's property or any other creditor intimates that it intends to.

19.5.4 Any of the Collateral in the possession of the Customer is materially damaged so as to materially effect the value of the Collateral as a security for the payment of any money owing by the Customer to INESCO.

19.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any **of the Customer's assets or a landlord distrains against any of the Customer's assets.**

19.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.

19.5.7 Any material adverse change in the financial position of the Customer.

19.6 If the Credit Repossession Act applies to any transaction between the Customer and INESCO, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

20. PPSA Securities

To the extent permitted by law, Customer and INESCO contract out SS114(1)(a), 133 and **134 of the PPSA and the Customer's rights under SS116, 119, 120(2) and 121 of the PPSA**

21. Privacy Act 1993

1.1 The Buyer and the Guarantor/s (if separate to the Buyer) authorises the Seller to:(a) collect, retain and use any information about the Buyer, for the purpose of assessing the **Buyer's creditworthiness or marketing products and services to the Buyer; and(b) to disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller 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 Buyer.**

1.2 Where the Buyer is an individual the authorities under (clause 1.1) are authorities or consents for the purposes of the Privacy Act 1993.

1.3 The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller.