



# NZ Binding

your binding experts

## CREDIT APPLICATION FOR A BUSINESS ACCOUNT

### BUSINESS CONTACT INFORMATION

Title:  
Company name:  
Phone: Cell: E-mail:  
Registered company address:  
Suburb: City: Postcode:  
Date business commenced:  
Sole proprietorship: Partnership: Ltd Co: Other:

### BUSINESS AND CREDIT INFORMATION

Primary business address:  
Suburb: City: Postcode:  
Telephone: Fax: E-mail:  
Bank name:  
Bank address: Phone:  
Suburb: City: Postcode:  
Type of account Account number

### BUSINESS/TRADE REFERENCES

Company name:  
Address:  
Suburb: City: Postcode:  
Phone: Fax: E-mail:  
Type of account:  
Company name:  
Address:  
Suburb: City: Postcode:  
Phone: Fax: E-mail:  
Type of account:  
Company name:  
Address:  
Suburb: City: Postcode:  
Phone: Fax: E-mail:  
Type of account:

### AGREEMENT

1. All invoices are to be paid 20<sup>th</sup> of the month following invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize NZ Binding to make inquiries into the banking and business/trade references that you have supplied.

### SIGNATURES

Title: Title:  
Date: Date:

# TERMS & CONDITIONS

These terms and conditions of trade apply to all our Sale of Goods Contracts. Any order placed with DMW Holdings Ltd t/a NZ Binding New Zealand ("Our", "Us", "We", or "NZ Binding") by you ("You" or "Customer") constitutes your agreement to be bound by these terms. Any additional or different terms you stipulate or state in any communication with NZ Binding (including an order) are hereby objected to and will not bind NZ Binding unless NZ Binding agrees in writing. No sales person, representative or agent is authorised by NZ Binding to give any guarantee, warranty or representation in addition to, or contrary to these terms. In any event, receipt of goods by you (or another as you direct) upon delivery constitutes your agreement to be bound by these terms.

## 1. Sales and Purchase

1.1 Your placement of an order with us ("Order") constitutes an offer by you to purchase goods from us on these terms. The Order is placed when it is submitted to us.

1.2 The Order is accepted only when we notify you that we accept your Order. For example, we might notify you that we accept your Order by sending you an email stating this or displaying a confirmation on our website. Delivery of goods constitutes notice of our acceptance of the order.

1.3 If we accept the Order, a binding contract between you and us will arise on these terms (the Contract). The Contract may be amended only by written agreement between us and you.

## 2. Price

2.1 Prices quoted are excluding GST unless otherwise stated. Unless otherwise agreed in writing, the price of the goods will be the current price on the day of order. We may change our prices from time to time without notice. Prices do not include any delivery fees. We are entitled to charge a delivery fee, which will be calculated by reference to the goods purchased and the post code of the address stated in the Order.

2.2 NZ Binding shall be entitled to adjust any price quoted from time to time and the Customer agrees to pay any such adjusted price to take account of variations in the cost to NZ Binding of carrying out the whole or any part of the contract arising from any of the following:

(a) delays in delivery or installation of the goods or any of them as a result of instructions or lack of instructions from the Customer, the Customer's failure or inability to fulfill the obligations under the contract or any action or inaction by the Customer or other circumstances beyond NZ Binding's control;

(b) variation in the cost of NZ Binding acquiring the goods directly or indirectly, on account of changes in rates of freight and transport costs, insurance, customs duties, taxes, existing tariff classifications or any variation in currency exchange rates;

(c) variations in the cost of rates of all statutory, government or local government or governmental authority charges and obligations; or

(d) any correction of errors or omissions on the part of NZ Binding or any of its representatives.

## 3. GST

3.1 All goods and services sold are subject to Goods and Services Tax.

## 4. Payment

4.1 NZ Binding reserves the right to suspend delivery of further goods if the terms of payment are not strictly adhered to by the Customer.

4.2 Interest may be charged on overdue accounts at such rate as may be charged by NZ Binding from time to time.

4.3 Any expenses, costs or disbursements incurred by NZ Binding in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the Customer.

4.4 You must pay us any fees or costs imposed on us if any payment you make to us is dishonoured or reversed.

### *Special Terms Applying to Business Account Holders Only*

4.5 Unless otherwise agreed, the purchase price shall be paid to NZ Binding at its address by the 20th of the month following the month in which the invoice was dated. Payment will not be accepted by any means other than cash, cheque, direct credit or direct debit.

4.6 If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of payment as provided in 4.5. Payment of the disputed portion may be withheld provided the matter is brought to NZ Binding's attention immediately it is discovered and a letter of explanation setting out the particulars of the dispute is sent to NZ Binding within seven days of the dispute arising.

4.7 The Business Account Customer shall not be liable for any indebtedness arising from the fraudulent use of the account provided that the Customer must on discovering the fraudulent use of the account immediately notify NZ Binding of such fraudulent use. The burden of proving such use was fraudulent shall lie with the Customer.

4.8 The Business Account Customer shall endeavour to return all goods acquired by fraudulent use.

## 5. Delivery

5.1 NZ Binding shall deliver the goods to the address stated on the order or as agreed by NZ Binding in writing.

5.2 NZ Binding shall deliver the goods by such carrier and such form of transport NZ Binding consider to be appropriate.

5.3 The Customer agrees to inform NZ Binding within 30 days of the date of invoice if proof of delivery is required. After this period, no liability will lie with NZ Binding for proof of delivery.

### *Special Terms Applying to Business Account Holders Only*

5.4 If you are a Business Account Holders and you specify the carrier and the means of carriage, NZ Binding shall deliver the goods in the way specified, the cost of such carriage being an additional charge to the invoiced price of the goods.

5.5 NZ Binding will not be responsible to Business Account Holders for any part delivery or delay in delivery of the goods as a result of events occurring beyond NZ Binding's control. NZ Binding shall not be in any way responsible for any consequences (direct or indirect) arising from such delay or non-delivery.

### *Special Terms Applying to Customers without a Business Account Only*

5.6 If you do not have a Business Account, and you select the "Transit Cover" option when placing your order, risk in the Goods passes to you on delivery. NZ Binding will not be responsible for any part delivery or delay in delivery of the goods as a result of events occurring beyond NZ Binding's control. NZ Binding shall not be in any

way responsible for any consequences (direct or indirect) arising from such delay or non-delivery.

5.7 If you do not have a Business Account, and you do NOT select the "Transit Cover" option when placing your order, risk in the Goods passes to you when NZ Binding provide the Goods to the carrier for delivery. NZ Binding will not be responsible for any loss, damage, part delivery or delay in delivery of the goods. NZ Binding shall not be in any way responsible for any consequences (direct or indirect) arising from the loss, damage, delay or non-delivery.

## 6. Privacy Act 1993

6.1 The Customer authorises NZ Binding to collect, retain, and use personal information about the Customer (including the information collected in this document) for the following purposes only:

(a) assessing the Customer's creditworthiness.

(b) disclosing to a third party details of this application and any subsequent dealings it may have with NZ Binding for the purpose of recovering amounts payable by the Customer and providing credit references.

(c) marketing goods and services provided by NZ Binding to the Customer.

6.2 The Customer, if an individual, has a right of access to information about the Customer held by NZ Binding. The Customer may request correction of that information and may require that the request be stored with that information. NZ Binding may charge reasonable costs for providing access to that information.

## 7. Intellectual Property

7.1 Where NZ Binding has followed a design or instruction furnished by or given by the Customer, the Customer shall indemnify NZ Binding against all damages, penalties, costs and expenses of NZ Binding or in respect of which NZ Binding may become liable through any work required to be done in accordance with these instructions involving an infringement of a patent, trademark, registered design or common law right.

7.2 Should NZ Binding be required to match any shade or colour, a light and dark tolerance shall be allowed to such an extent as shall be agreed by NZ Binding and the Customer at the time the standard colour is specified and in the absence of any agreement a reasonable tolerance shall be allowed.

7.3 Where the Customer supplies a mould, die, tool, printing plate or any other item used in the manufacturing process the Customer shall reimburse NZ Binding for all maintenance expenses. NZ Binding shall not be liable for any loss or damage to moulds, dies, tools or materials supplied by the Customer to NZ Binding for the purposes of fulfilling any contract.

7.4 Printing plates, stereotypes, film, artwork and all other equipment for specific use in the manufacture of the goods (other than those supplied by the Customer) remain the property of NZ Binding unless the cost thereof (including all development and costs relating thereto) shall have been fully recovered by NZ Binding from the Customer in the costing of the goods already paid for by the Customer.

7.5 All information prepared by NZ Binding including, without limitation, customised pricing, proposals, electronic catalogues, details of improvements and cost reductions, is the intellectual property of NZ Binding and cannot be copied, altered or distributed without NZ Binding's prior written consent. NZ Binding will not be liable for any alterations made by you.

## 8. Return of Goods

8.1 NZ Binding will not accept the return of goods for credit or any other purpose unless NZ Binding agrees to accept the return of the goods and advise the Customer a return advice number prior to the return of goods. Return of goods will only be accepted for credit within 14 days of delivery, unless due to NZ Binding's error. Return freight will be at NZ Binding's cost only when there has been an error on NZ Binding's part.

8.2 No returned goods shall be accepted by NZ Binding (even if NZ Binding agree to do so) if they have been tampered with by you or any other person and are not as new, if they are goods expressly sold on a non-return basis, or if they are not accompanied by the return advice number referred to in clause 8.1. Where goods are returned to NZ Binding but not accepted as above, they shall be returned to you at your expense.

8.3 Receipt by NZ Binding or by any of our agents or representatives of any goods returned other than in accordance with clauses 8.1 and 8.2 shall not constitute nor be deemed to constitute NZ Binding's acceptance of the return of the goods for credit or any other purpose.

## 9. Risk

9.1 Risk in the goods shall pass to you at the time when our obligations under the contract are deemed under clause 5 to be completed.

## 10. PPSA Security Interest

10.1 The Customer grants to NZ Binding a Security Interest in the goods and their Proceeds to secure the obligation of the Customer to pay the purchase price of the goods and any other obligations of the Customer to NZ Binding under this contract (together "the Indebtedness") and, where the goods and/or Proceeds are not readily identifiable and/or traceable or their recoverable value is insufficient to pay the indebtedness, the security interest shall also extend to all the Customers present and after acquired office equipment, supplies and stationery, of which the goods form part, to the extent required to secure the Indebtedness.

10.2 As and when required by NZ Binding the Customer shall, at its own expense, provide all reasonable assistance and relevant information to enable NZ Binding to register a Financing Statement or Financing Change Statement and generally to obtain, maintain, register and enforce NZ Binding's Security Interest in respect of the goods supplied, in accordance with the Personal Property Securities Act 1999 ("PPSA").

10.3 The Customer shall not change its name without first notifying NZ Binding of the new name not less than 7 days before the change takes effect.

10.4 Where the Customer is a Business Account Customer, the Customer warrants that the goods are not purchased for use primarily for personal, domestic or household purposes.

10.5 Notwithstanding any reference to a particular invoice/order, where any sum remains outstanding by the Customer on more than one invoice/order, any payments received from the Customer shall be deemed to be made by the Customer and applied by NZ Binding in respect of each unpaid invoice/order on a pro rata basis PROVIDED THAT where NZ Binding applies payments in this manner it shall not charge interest on overdue balances that would have been cleared if the payments were not allocated pro rata.

10.6 Until the Customer has paid all money owing to NZ Binding the Customer shall at all times ensure that:

(a) the goods supplied by NZ Binding, while in the Customer's possession, can be readily identified and distinguished; and/or

(b) all Proceeds (in whatever form) that the Customer receives from the sale of any of the goods are readily identifiable and Traceable.

10.7 Where the goods are purchased by the Customer as stock in trade for sale or lease in the ordinary course of the Customer's business, nothing in this clause shall prevent the Customer from selling or leasing and delivering the goods in the ordinary course of the Customer's business. Otherwise, until the Customer has paid all money owing to NZ Binding, the Customer shall not sell or grant a Security Interest in the goods without NZ Binding's written consent.

10.8 The parties agree to contract-out of the PPSA in accordance with Section 107 of the PPSA to the extent that Section 107 applies for the benefit of, and does not impose a burden on, NZ Binding. The Customer waives its right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement registered by or on behalf of NZ Binding in respect of the Security Interest created by these terms and conditions of trade.

10.9 For the purpose of this clause words and phrases starting with a capital letter shall have the respective meanings given to them under, or in the context of, the PPSA.

## 11. Guarantees

11.1 Where the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption in accordance with the Consumer Guarantees Act 1993 and the Consumer Guarantees Act 1993 applies to this contract:

(a) if any of the goods fail to comply with any guarantee in the Consumer Guarantees Act, NZ Binding will repair or replace those goods;

(b) without excluding NZ Binding's obligations under the Consumer Guarantees Act 1993, the Customer acknowledges that NZ Binding does not provide any Express Guarantees (as defined in that Act) other than those expressly confirmed by NZ Binding in writing;

(c) if the goods are acquired by the Customer for business purposes, the Customer agrees that the Consumer Guarantees Act 1993 does not apply;

(d) if the Customer supplies the goods in trade to a person acquiring them for business purposes, it must be a term of the Customer's contract that the Consumer Guarantees Act 1993 does not apply in respect of the goods; and

(e) if the Customer supplies the goods to any person, the Customer must not give or make any undertaking assertion or representation in relation to the goods without NZ Binding's prior approval in writing, and the Customer must give the person buying the goods such product information relating to the goods as NZ Binding requires, and the Customer agrees to indemnify NZ Binding against any liability or cost incurred by NZ Binding under the Consumer Guarantees Act 1993 as a result of any breach by the Customer of these obligations.

11.2 The following terms apply wherever the Consumer Guarantees Act 1993 does not apply to this contract, or where the following terms are not inconsistent with the Consumer Guarantees Act 1993:

(a) defective goods or goods which do not comply with the contract may at NZ Binding's discretion be repaired or replaced, or the price refunded.

(b) any right which the Customer may have to reject non-conforming or defective goods will only be effective if:

(i) the Customer notifies NZ Binding in writing within fourteen days following delivery and NZ Binding is given the opportunity to inspect the goods; and

(ii) the goods are returned unused, re-saleable and/or in the condition the Customer received them.

(c) NZ Binding will not repair or replace, or refund the price of any goods for so long as the Customer is in default in relation to any amount owing.

(d) NZ Binding accepts no liability for any claim by the Customer or any other person, including without limitation any claim relating to or arising from:

(i) any conditions, warranties, descriptions, representations, conditions as to fitness or suitability for any purpose, tolerance to any conditions, merchantability or otherwise, whether express or implied by law, trade custom or otherwise; or

(ii) any representations, warranties, conditions or agreement made by any agent or representative which are not expressly confirmed by NZ Binding in writing; or

(iii) any services forming part of the supply of the goods which have been performed by any third party; and the Customer agrees to indemnify NZ Binding against any such claim.

(e) in any event, NZ Binding's liability under any claim shall not exceed the price of the goods.

11.3 Nothing in these terms is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention.

## 12. Customers Liability and Default

12.1 If the Customer shall:

(a) fail to make any payment due under the contract or commit any other breach of any of the Customer's obligations under the contract; or

(b) suffer execution under any judgment; or

(c) commit an act of bankruptcy; or

(d) make any composition or arrangement with any creditor; or

(e) being a company, pass a resolution for winding up or have a receiver appointed over any of its property or have a winding up petition presented against it,

NZ Binding (in addition to any other remedies hereby or by statute conferred) may treat the contract as terminated and any part of the purchase price then unpaid, together with any other monies owing hereunder, whether or not due under the terms of the contract shall forthwith become due and payable. Any such termination shall be without prejudice to any claim or right NZ Binding may otherwise possess.

## 13. Variations to Terms and Conditions of Trade

13.1 NZ Binding may from time to time and in its sole discretion amend, add to or delete any of the terms of these terms and conditions of trade with immediate effect by giving notice to the Customer PROVIDED THAT NZ Binding shall not make any variation to the nature or extent of the Security Interest granted by the Customer in clause 10.1 without the written agreement of the Customer.

## 14. Governing Law

14.1 These terms of trade are governed by the laws of New Zealand.

14.2 NZ Binding and the Customer shall submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of these terms and conditions of trade.