

**MB and VA VALLINGS  
Trading as WOODZONE**

126 North Road, Clevedon, RD 2, Papakura, Auckland.  
Tele: (09) 292 8092. Fax: (09) 292 8098.  
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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: .....

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

Telephone: ..... Fax: ..... Date of Birth: .....

Contact Name & Position: .....

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

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

2: ..... 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

**General Description of Goods/Products/Services to be Provided:** .....

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 MB and VA Vallings trading as Woodzone 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.

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

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

## TERMS & CONDITIONS OF TRADE

### 1. DEFINITIONS

- 1.1 "Woodzone" shall mean MB and VA Vallings trading as Woodzone, 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 Woodzone.
- 1.3 "Goods" shall mean:
  - 1.3.1 all Goods of the general description specified on the front of this agreement and supplied by Woodzone to the Customer; and
  - 1.3.2 all Goods supplied by Woodzone to the Customer; and
  - 1.3.3 all inventory of the Customer that is supplied by Woodzone; and
  - 1.3.4 all Goods supplied by Woodzone and further identified in any invoice issued by Woodzone 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 Woodzone or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Woodzone; and
  - 1.3.6 all of the Customer's present and after-acquired Goods that Woodzone has performed work on or to or in which goods or materials supplied or financed by Woodzone 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 and products provided by Woodzone to the Customer and shall include without limitation the supply, manufacture, wholesale and retail of wooden gifts, souvenirs and furniture, all charges for labour and work, hire charges, insurance charges, freight or any fee or charge associated with the supply of goods by Woodzone to the Customer.
- 1.5 "Price" shall mean the cost of the Goods as agreed between Woodzone and the Customer and includes all disbursements eg charges Woodzone pay to others on the Customer's behalf subject to clause 4 of this contract.

### 2. ACCEPTANCE

- 2.1 Any instructions received by Woodzone from the Customer for the supply of Goods shall constitute a binding contract and acceptance of the terms and conditions contained herein. These terms and conditions shall apply to future orders you make with us and any terms or conditions contrary to these terms and conditions shall not apply.
- 2.2 None of Woodzone's agents, employees or representatives are authorised to make any representations, statements, conditions or agreement not expressed by Woodzone in writing nor are Woodzone in any way bound by any such unauthorised statements.

### 3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Woodzone 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 Woodzone to any other party.
- 3.2 The Customer authorises Woodzone 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 Woodzone 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 Woodzone between the date of the contract and delivery of the Goods.
- 4.3 All prices are exclusive of GST, freight costs, installation and any other applicable taxes and duties and may be subject to increase due to exchange rate fluctuations and such terms and increases are payable in addition to the price.

### 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") unless otherwise arranged in writing.
- 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 Woodzone 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 Woodzone 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 Woodzone reserve the right to alter 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.
- 6.3 Where a quotation is given by Woodzone it is based on rates and costs at the date of quotation of materials, transport, labour, customs duty, insurance and other rates and charges and shall be increased or decreased by the amount of any increase or decrease in any such items or any other factors affecting the cost of production and/or delivery and/or installation due to circumstances beyond Woodzone's control after the date of quotation.
- 6.4 Any quotations provided by Woodzone may be subject to correction for clerical errors or omissions whether in computation or otherwise.

### 7. RISK

- 7.1 The Goods remain at Woodzone's risk until delivery to the Customer.
- 7.2 Delivery of Goods shall be deemed complete when Woodzone 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 Risk of any loss or damage to the goods shall pass to the Customer immediately upon delivery in any of the above circumstances. The Customer shall inspect the Goods at the time risk passes and shall notify damage, which is apparent at that time to Woodzone.
- 7.4 Delivery shall be made at the place indicated by the Customer and if no place shall be indicated then delivery shall be made at the Customer's premises. If the Customer fails or refuses to take or accept delivery then the Goods shall be deemed to be delivered when Woodzone was willing to deliver them or when fourteen (14) days have elapsed after the date of notification that the goods are ready for despatch in accordance with this contract.
- 7.5 Woodzone reserves the right to refuse to supply any Goods in whole or in part.
- 7.6 Woodzone reserves the right to make part delivery of any Goods and each part delivery shall constitute a separate contract of supply. Failure to deliver shall not invalidate any part delivery.
- 7.7 The time agreed for delivery shall not be an essential term of this contract unless the Customer gives written notice to Woodzone making time of the essence.

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

- 8.1 Title in any Goods supplied by Woodzone passes to the Customer only when the Customer has made payment in full for all Goods provided by Woodzone and of all other sums due to Woodzone by the Customer on any account whatsoever. Until all sums due to Woodzone by the Customer have been paid in full, Woodzone 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 Woodzone 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 Woodzone as security for the full satisfaction by the Customer of the full amount owing between Woodzone and Customer.
- 8.3 The Customer gives irrevocable authority to Woodzone 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 Woodzone 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. Woodzone 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. Woodzone 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 Woodzone reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 8.4 Where Goods are retained by Woodzone 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 Woodzone 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 distrains 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 Woodzone, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

### 9. PAYMENT ALLOCATION

- 9.1 Woodzone may in its discretion allocate any payment received from the Customer towards any invoice that Woodzone 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 previously received and allocated. In the absence of any payment allocation by Woodzone, payment shall be deemed to be allocated in such manner as preserves the maximum value of Woodzone's purchase money security interest in products.

### 10. DISPUTES AND RETURN OF GOODS

- 10.1 No claim relating to Goods will be considered unless made within seven days (7) days of delivery. The customer agrees to make payment of freight and insurance on any returned goods.
- 10.2 If the Goods are not accepted according to Clause 10.1 of this contract the Customer shall on obtaining Woodzone's approval pay for the delivery of the returned goods to Woodzone whereby the Customer may be entitled to a credit for the purchase price of any such goods less a 15% of the pre Gst invoice value of the goods.
- 10.3 No Goods will be accepted for return by Woodzone without prior approval of Woodzone.

### 11. LIABILITY

- 11.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Woodzone 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 Woodzone, Woodzone'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.
- 11.2 Except as otherwise provided by clause 11.1 Woodzone shall not be liable for:
  - 11.2.1 Any loss or damage of any kind whatsoever 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 Woodzone to the Customer; and
  - 11.2.2 The Customer shall indemnify Woodzone 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 Woodzone or otherwise, brought by any person in connection with any matter, act, omission, or error by Woodzone its agents or employees in connection with the Goods.

### 12. CONSUMER GUARANTEES ACT

- 12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires products and services from Woodzone 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 Woodzone 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 Woodzone the payment of any and all monies now or hereafter owed by the Customer to Woodzone and indemnify Woodzone 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 Woodzone 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 Woodzone 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 Woodzone has under this contract.
- 14.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 14.4 Where these terms and conditions of trade are at variance with the order or instructions from the Customer these terms and conditions of trade shall prevail.
- 14.5 The client shall not assign all or any of its rights or obligations under this contract without the written consent of Woodzone.
- 14.6 The Law of New Zealand shall apply to this contract.