



Credit Account Application Form

Please return completed and signed form to:
e. info@waxglo.co.nz
f. +64 3 384 4777

Registered Name: Company Registration Number (if known):
 Trading Name: Date Established:

Postal Address: STREET or P.O BOX
 STREET
 SUBURB
 TOWN/CITY POSTCODE
 Phone:
 Fax:
 Website:
 Email:
TICK HERE IF YOU DO NOT WISH TO RECEIVE E-NEWSLETTERS

Delivery Address: STREET
 STREET
 SUBURB
 TOWN/CITY POSTCODE
 Phone:
 Fax:
 Accept Back Orders: Yes: No:

Delivery Instructions:

Manager: Phone:
 Email:

Buyer: Phone:
 Email:

Accounts: Phone:
PLEASE NOTE ALL STATEMENTS WILL BE SENT VIA EMAIL
 Email:

Business Status: Sole Proprietor Limited Company Partnership/Trust Other
 Business Activity: Retail Hospitality Wholesale Web Based Other

Directors/Proprietors Names: Postal Address: Phone:
DIRECTOR POSTAL ADDRESS PHONE

DIRECTOR POSTAL ADDRESS PHONE

Trading References: Postal Address: Phone:
TRADING REFERENCE POSTAL ADDRESS PHONE

TRADING REFERENCE POSTAL ADDRESS PHONE

TRADING REFERENCE POSTAL ADDRESS PHONE

Bank Name: Phone:
 Bank Branch:

Accountants Name: Phone:
 Postal Address:

Acceptance of Terms and Conditions of Trade:
 I hereby apply to open a credit account with Waxglo House (1983) Ltd. I have read and fully understand Waxglo House (1983) Ltd's Terms and Conditions of Trade (see over) and agree to abide by them.

Name:
 Position held:
 Date:

PLEASE SIGN HERE (AUTHORISED SIGNATORY ONLY)

OFFICE USE ONLY

CUSTOMER #
 TRADE REFERENCES CHECKED: 1. 2. 3.

ACC ICO MEM LNK WEB EML REP

Terms and Conditions of Trade

These terms and conditions of trade apply to all our Sale of Goods Contracts. Any order placed with Waxglo House (1983) Ltd ("Waxglo") constitutes your agreement to be bound by these terms. Any additional or different terms you stipulate or state in any communication with Waxglo (including an order) are hereby objected to and will not bind Waxglo unless Waxglo agree in writing. No sales person, representative or agent is authorised by Waxglo 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 PRICE AND PRICE VARIATION

1.1 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 delivery of the goods. Prices do not include any delivery surcharges.

1.2 Waxglo 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 Waxglo of carrying out the whole or any part of the contract arising from any of the following:

- (a) Variation in the cost of Waxglo 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;
- (b) Variations in the cost of rates of all statutory, government or local government or governmental authority charges and obligations; or
- (c) Any correction of errors or omissions on the part of Waxglo or any of its representatives.

2 GST

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

3 PAYMENT

3.1 Unless otherwise agreed, the purchase price shall be paid to Waxglo 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, credit card (Visa and Mastercard only) or direct credit.

3.2 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 3.1.

Payment of the disputed portion may be withheld provided the matter is brought to Waxglo's attention immediately it is discovered and a letter of explanation setting out the particulars of the dispute is sent to Waxglo within seven days of the dispute arising.

3.3 Waxglo reserves the right to suspend delivery of further goods if the terms of payment are not strictly adhered to by the Customer.

3.4 Interest may be charged on overdue accounts at such rate as may be charged by Waxglo from time to time.

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

4 NEW ACCOUNT

4.1 Use of this account shall constitute acceptance of these terms and conditions.

4.2 The 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 Waxglo of such fraudulent use. The burden of proving such use was fraudulent shall lie with the Customer.

4.3 The Customer shall endeavour to return all goods acquired by fraudulent use.

5 DELIVERY

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

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

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

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

6 PRIVACY ACT 1993

6.1 The Customer authorises Waxglo 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

Waxglo for the purpose of recovering amounts payable by the Customer and providing credit references.

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

6.2 The Customer, if an individual, has a right of access to information about the Customer held by Waxglo.

The Customer may request correction of that information and may require that the request be stored with that information. Waxglo may charge reasonable costs for providing access to that information.

7 RETURN OF GOODS

7.1 Waxglo will not accept the return of goods for credit or any other purpose unless Waxglo 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 Waxglo's error. Return freight will be at Waxglo's cost only when there has been an error on Waxglo's part.

7.2 No returned goods shall be accepted by Waxglo (even if Waxglo agree to do so) if they have been tampered with by you or any other person, 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 7.1. Where goods are returned to Waxglo but not accepted as above, they shall be returned to you at your expense.

7.3 Receipt by Waxglo or by any of our agents or representatives of any goods returned other than in accordance with clauses 7.1 and 7.2 shall not constitute nor be deemed to constitute Waxglo's acceptance of the return of the goods for credit or any other purpose.

8 RISK

8.1 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.

9 PPSA SECURITY INTEREST

9.1 Title in the products does not pass in any circumstances until the payment of the purchase price and all other amounts is made in full respect of those products.

9.2 It is expressly agreed that title to the product does not pass upon delivery or the giving and taking of possession and Waxglo reserves the right to recover possession of the products and to enter upon the customer's premises without notice for such purpose in the event of any default in payment.

9.3 The Customer grants to Waxglo a security interest in all goods supplied under this contract, and their proceeds.

9.4 At the request of Waxglo, the Customer will execute any documents and do anything else Waxglo requires to ensure that the security interest created under these terms and conditions constitutes a first ranking perfected security over the goods and their proceeds of sale and the Customer will supply all information Waxglo requires to complete the financing statement or a financing change statement.

9.5 The Customer waives any right to receive a verification statement under the Act.

9.6 Waxglo and the Customer agree that sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129, 131, 133 and 134 of the Personal Properties Securities Act 1999 do not apply to the security created by these terms and conditions.

10 GUARANTEES

10.1 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, Waxglo will repair or replace those goods;
- (b) without excluding Waxglo's obligations under the Consumer Guarantees Act 1993, the Customer acknowledges that Waxglo does not provide any Express Guarantees (as defined in that Act) other than those expressly confirmed by Waxglo 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 Waxglo's prior approval in writing, and the Customer must give the person buying the goods such product information relating to the goods as Waxglo requires, and the Customer agrees to indemnify Waxglo against any liability or cost incurred by Waxglo under the Consumer Guarantees Act 1993 as a result of any breach by the Customer of these obligations.

10.2 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 Waxglo'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 Waxglo in writing within fourteen days following delivery and Waxglo 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) Waxglo 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) Waxglo 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 Waxglo 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 Waxglo against any such claim.

(e) In any event, Waxglo's liability under any claim shall not exceed the price of the goods.

10.3 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.

11 CUSTOMER'S LIABILITY & DEFAULT

11.1 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, Waxglo (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 Waxglo may otherwise possess.

12 VARIATIONS TO TERMS AND CONDITIONS OF TRADE

12.1 Waxglo 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 Waxglo 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. Waxglo may notify the Customer by delivering to the Customer an invoice with a notice of amendment and receipt of the invoice by the Customer will be deemed to be acceptance by the Customer of the terms and conditions of trade.

13 GOVERNING LAW

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

13.2 Waxglo 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.