

Natural Choice products Ltd
Credit Account Application Form



Full Name of Company	
Trading Name	

Types of business structures : Limited Company / Sole Trade / Partnership / Others:

Business Address:			
Phone:		Contact Person:	
E-mail Address: (Where we send statement)			

Payment Period (Circle One): C.O.D / Weekly / Fortnightly / Monthly

Full Name & Home Address of Directors / Owners (Please Continue on Separate sheet if required)

Name:		Phone:	
Address:			
Name:		Phone:	
Address:			

Credit References:

1.		Phone:	
2.		Phone:	

Applicant's acknowledgment:

I/We _____ have read and hereby agree to be bound by the standard terms and conditions of sales as printed overleaf or attachment. And HEREBY GUARANTEE the due and punctual performance of the obligations of the purchase under its contract with Natural Choice Products Ltd. I/we certify that information given in this document is true and correct and that I/we agree and authorize Natural Choice Products Ltd to contact and disclose to and obtain from credit reporting agencies and trade references any information relevant, including commercial actives, commercial credit worthiness, and personal and commercial credit arrangements. I/we agree that this document constitutes a security agreement as defined in section 16 of Personal Property Securities Act 1999.

FOR AND ON BEHALF OF: _____

Signature: _____ Date: _____ Position: _____

Terms and Conditions of Sale

Price

- 1.1 Natural Choice Products Ltd reserves the right to vary the price of the goods.
- 1.2 Any changes in prices after acceptance of the order will be to the customer's account and the price of the goods will be that ruling at the date of delivery.
- 1.3 Verbal quotations are subject to written confirmations.

Payment

- 2.1 Payment shall be made according by the arrangement or by the 20th of the month following the date of delivery of the goods, (or any of the goods), unless otherwise agreed in writing.
- 2.2 Should payment in full not be made to Natural Choice Products Ltd by the due date, then:
 - a) The customer shall be liable to pay interest on the moneys outstanding at 22.5%, such interest to accrue on a monthly basis until the outstanding account is settled in full.
 - b) The customer shall also be liable to pay all expenses and legal costs (calculated on a solicitor and client basis) in relation to obtaining or seeking to obtain remedy of default in payment by the customer.
 - c) Natural Choice Products Ltd has the option of suspending further deliveries of the goods to the customer until the customer has effected payment in full.

No Deductions

- 3.1 The customer will make all payments due to whether in respect of the contract price or otherwise in full without deduction of any nature whatsoever whether by way of set off, counterclaim or other equitable or lawful claim or otherwise howsoever.

Delivery

- 4.1 The company is not a common carrier and does not undertake the obligations or liabilities of a common carrier.
- 4.2 The cost of delivery of goods provided will be deemed in accordance with either price list, individual contracts or supply contracts negotiated for the sale of the product.
- 4.3 If the cost of delivery of the goods is to be borne by the customer, risk in the goods shall pass to the customer upon dispatch of the goods. Otherwise risk in the goods passes to the customer upon delivery of the goods to the customer.
- 4.4 Any specified dates for delivery and Installation are estimates only and shall not be liable for failure to deliver or install on the estimated date or dates.
- 4.5 Where the customer does not take the goods at the time and place provided herein for any reason other than default, their delivery shall be deemed to have been made.

Returns and Credits

- 5.1 Returns and Credits are only permitted on goods if this has been agreed to by the management or where one of the following events has occurred:
 - a) The sales staff has over estimated the quantity required and such estimate is noted in the written order.
 - b) The goods have proved faulty or defective.
 - c) The goods have been incorrectly charged or priced.
- 5.2 No returns are permitted on goods which are made to the customer's specifications or which are otherwise not of a stock nature.

Property

- 6.1 Notwithstanding clause 4.3 and 4.5 hereof until payment of all amounts payable by the Purchaser to:
 - a) Full legal and beneficial title in the goods shall remain with Natural Choice products Ltd and the Purchaser shall hold them only as bailee in a fiduciary capacity for the supplier.
- 6.2 Nothing in this clause shall be constituted to authorize the Purchaser to return any goods supplied, whether because they are surplus to requirements or otherwise. Notwithstanding that goods may be returned to or recovered, the Purchaser shall remain liable for payment of the full purchase price thereof after taking into account any amount recovered.

Description

- 7.1 Any description of the goods contained in or for the purpose of this contract is given by way of such description shall not constitute a sale by description.

Warranty

- 8.1 Natural Choice Products Ltd warrants that the goods or goods reasonably considered to be of a similar nature have been manufactured and tested in accordance with appropriate standards
- 8.2 No conditions or warranties expressed or implied and no representations of statements are binding unless set out in this Contract.

Liability

- 9.1 No claims by the customer may be made unless made in writing and received by Natural Choice Products Ltd
 - a) In the case of defects which are reasonably discoverable upon examination of the goods, within seven (7) days of delivery of the goods: or
 - b) In the case of other defects, within seven (7) days of the date when such defect is reasonably discoverable and in any event within six (6) months after delivery.
- 9.2 The liability of Natural Choice Products Ltd whether in contract, tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect in the goods or any other breach of the obligations hereunder shall not in any event exceed the contract price. Natural Choice Products Ltd T/A Natural Choice shall not be liable for any consequential, indirect or special damage or loss of any kind whatsoever nor shall be liable for any damage or loss caused by the customer's servants, agents, buyers or other persons whatsoever (whether similar or not to the foregoing).
- 9.3 No liability will be accepted by for any failure of or delay in supply, manufacture or delivery where such supply, manufacture or delivery is wholly or partially delayed hindered or prevented by any circumstance which is not within the companies control in the event of force majeure including, but not limited to: strikes, lockout, difficulty in procuring suitable materials, goods or substances required for the manufacture of the goods, act of God, shortage of stocks, shortage of labour, lack of skilled labour, delays in transit, shortage of fuel, legislative, governmental, other prohibitions or restrictions, fire. Flood, hostilities, commotions, or other causes whatsoever beyond the control of Natural Choice Products Ltd T/A Natural Choice.
- 9.4 Should the customer issue proceedings against the company, its officers or employees upon the basis of any act of Parliament or regulations made there under, the amount which the customer may recover shall be limited to damage or less arising directly from supply of the goods and shall not in any case include any consequential indirect or special damage or loss. Nothing in this contract shall be taken as an acceptance that any such proceedings can be bought.

Waiver

- 10 Failure by Natural Choice Products Ltd to insist in any one or more instances upon a strict performance of any of the terms of this Agreement or the Waiver of any terms or right hereunder or of any default by the customer shall not be deemed or constructed as a Waiver of any such term or right of default in the future.

Title

- 11.1 The buyer acknowledges the title of Natural Choice Products Ltd to Patents, trademarks, service marks, trade names and copyright within the scope of this contract and elsewhere and the validity of rights deriving from such title and undertakes not to do or permit to be done anything which would invalidate, or tend to invalidate such rights.
- 11.2 Service or any notices, requests, demands or other communications under any contract with the buyer or in connection therewith, shall be sufficient if addressed to the buyer's last known address and to Natural Choice Products Ltd at the address overleaf.
- 11.3 Title in goods supplied, or to be supplied by the Seller to the Purchaser, and ownership in them, shall not pass to the Purchaser until all amounts owing by the Purchaser to the Seller in respect of those goods and all other goods supplied by the Seller to the Purchaser have been paid in full.
- 11.4 Until title and ownership passes from the Seller to the Purchaser in accordance with the clause above, the Purchaser acknowledges and agrees that the goods are held by the Purchaser in a fiduciary capacity as bailee of the Seller. The Purchaser's fiduciary obligations include, but are not limited to:
 - a) Storing the goods in such a way that the Seller's goods could be recognised as such if required; and
 - b) If the goods are re-sold by the Purchaser, they are sold as agent for and on behalf of the Seller, and the proceeds of all such re-sales shall be held by the Purchaser as trustee for the Seller.
 - c) The proceeds of any such re-sale shall be paid into a separate account, and the Purchaser shall account to the Seller from this fund for the full price of the goods.
- 11.4 This contract shall be governed by New Zealand law and the Buyer hereby submits to the non exclusive jurisdiction of the New Zealand courts.