



Good Hardware Limited
 8 Devon St, Dunedin, 9016
Scott@goodhardware.co.nz
 0212 450 450

GOOD HARDWARE ACCOUNT CREDIT APPLICATION FORM

Applicant to complete in full

INDIVIDUAL DETAILS	
Full Name	
Phone Number	
Email Address	
Physical Address	
Billing Address	
COMPANY DETAILS	
Company Number	
GST Number	
Business Type	
Owner / Director / Trustee (please circle)	
Full Name	Phone Number
Home Address	Date of Birth
Drivers Licence	
Full Name	Phone Number
Home Address	Date of Birth
Drivers Licence	
TRADING REFERENCES	
Name	Contact
1	
2	
3	
ACCOUNT OPTIONS	
Estimated Monthly Purchases	Purchase Orders Required?
Account Contact	Account Email Address
SIGNED APPLICANT	SIGNED GOOD HARDWARE
Name	Name
Title	Title
Date	Date

Payment in full by the 20th of month following sale
 10% restocking fee for credits

Terms & Conditions of Trade

These terms and conditions of trade apply to all our Sales Contracts. Any order or goods purchased from Good Hardware constitutes your agreement to be bound by these terms of trade. Any changes or amendments to these terms of trade you wish to make are hereby objected to and will not bind Good Hardware unless Good Hardware agrees in writing.

1. Price & Variation

- 1.1 Prices quoted are excluding GST unless otherwise stated. The price of the goods shall be as indicated on invoices provided by Good Hardware to the customer.
- 1.2 The price of the goods shall, subject to clause 1.3 be Good Hardware quoted price, which shall be binding upon Good Hardware
- 1.3 Good Hardware 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 Good Hardware 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 item as a result of lack of instructions from the customer, the customer's failure or inability to fulfill the obligations under the contract or any other circumstances beyond Good Hardware's control.
 - (b) Any correction of errors or omissions on the part of Good Hardware

2. Goods/Services

- 2.1 The goods and/or services are as described on the invoices, quotation, or any other work commencement forms provided by Good Hardware to the customer.

3. GST

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

4. Payment

- 4.1 Unless otherwise agreed, the purchase price shall be paid in full to Good Hardware no later than the 20th of the following month in which the invoice was dated.
- 4.2 Payment will be made by cash, cheque, credit card, bank cheque, direct credit or any other method agreed to between Good Hardware and the customer.
- 4.3 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 clause 4.1. Payment of the undisputed portion may only be withheld providing the dispute is brought to Good Hardware Ltd's attention immediately and a letter of explanation is sent within seven days of the dispute arising.

5. Default & Consequences of Default

- 5.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgment.
- 5.2 Any expenses, costs or disbursements incurred by Good Hardware in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the customer.
- 5.3 If any account remains unpaid at the end of the second month after supply of the goods or services the following shall apply; an immediate amount of the greater of \$20.00 or 10% of the amount overdue shall be levied for administration fees which shall become immediately due and payable in addition to the interest payable under clause 5.1 hereof.
- 5.4 If the customer shall:
 - (a) Commit a breach of any of their 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, **Good Hardware may treat the contract as terminated and any part of the purchase price then unpaid, together with any monies owing, whether or not due under the terms of the contract shall immediately become due and payable.**

6. Delivery of Goods

- 6.1 Good Hardware shall deliver the goods to the address stated on the order or address on file as customer's physical address.
- 6.2 The cost of certain carriage may be included as an additional charge to the invoiced price of the goods.
- 6.3 The customer agrees to inform Good Hardware within 30 days of invoice if proof of delivery is required. After this period, no liability will lie with Good Hardware for proof of delivery.

7. Risk

- 7.1 If Good Hardware retains property in the goods, nonetheless all risk for the goods passes to the customer on delivery.

8. Privacy Act 1993

- 8.1 The customer and any guarantor's (if separate to customer) authorise Good Hardware to:
 - (a) Collect, retain and use any information about the customer, for the purpose of assessing the customer's creditworthiness.
 - (b) To disclose information about the customer, whether collected by Good Hardware from the customer directly or obtained from any other source, to any credit provider or credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the customer.

9. Return of Goods

- 9.1 Good Hardware will not accept the return of goods for credit unless Good Hardware agrees in writing. Return of

goods will only be accepted within 14 days of delivery. Any return freight will be at Good Hardware's expense only if there has been an error on Good Hardware behalf.

10. Personal Property Securities Act 1999

- 10.1 Prior assenting to these terms and conditions the customer acknowledges and agrees that:
 - (a) These terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) A security interest is taken in all goods previously supplied by Good Hardware to the customer (if any) and all goods that will be supplied in the future during the continuance of the parties relationship.
- 10.2 The customer undertakes to:
 - (a) Sign any further documents and/or provide any further information, such information to be complete, accurate and up to date in all respects, which Good Hardware may reasonably require to register a financing statement or financing change statement on the Personal Properties Securities Register;
 - (b) Indemnify, and upon demand reimburse, Good Hardware for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any goods charged thereby;
 - (c) Not register a financing change statement or a change demand without the prior consent written consent of Good Hardware .
 - (d) Give Good Hardware not less than fourteen days prior written notice of any proposed change in the customer's name and/or any other change on the customer's details (including but not limited to, changes in customer's address, facsimile number, or business practice)
- 10.3 Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Good Hardware or nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that Good Hardware (or the nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

11. Guarantees

- 11.1 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 Good Hardware Ltd'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 Good Hardware in writing within fourteen days following delivery and Good Hardware is given the opportunity to inspect the goods.
 - (ii) The goods are returned unused, re-saleable and/or in the condition the customer received them.
 - (c) Good Hardware will not repair, replace or refund the price of any goods for so long as the customer is in default in relation to any amount owing.
 - (d) In any event, Good Hardware Ltd's liability under any claim shall not exceed the price of the goods.
- 11.2 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. Guarantor

- 12.1 The Guarantor, in consideration of Good Hardware supplying Goods at their request to the Customer, jointly and severally, irrevocably and unconditionally guarantees punctual payment of all amounts payable by the Customer to Good Hardware and punctual performance of all of the Customers obligations to Good Hardware Limited and indemnifies Good Hardware against all costs, losses, expenses and liabilities (including legal expenses on a full indemnity basis) incurred or sustained by Good Hardware as a consequence of the Customers default in its obligations to the Good Hardware .
- 12.2 The Guarantor is deemed to be principal debtor and liable as though they are each the Customer (even though as between Guarantor and Customer, the Guarantor is only guarantor and surety).
- 12.3 The Guarantor shall not be released from this Guarantee by any matter whatsoever, the happening of which might release a person liable only as a guarantor or surety.
- 12.4 This is a continuing Guarantee, which applies in respect of all Goods to be supplied to the Buyer.
- 12.5 Good Hardware may release or discharge the Guarantor from liability under this Guarantee (or may compromise its claim against any Guarantor) without prejudicing or affecting the rights of the Customer against the others.

13. Governing Law

- 13.1 These terms of trade are governed by the laws of New Zealand
- 13.2 Good Hardware 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.

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