



**CREDIT ACCOUNT APPLICATION**

To be completed by Applicants – please complete all sections and read the Terms and Trade.

Full or Legal Name:
Trading Name: (If different from above)
Physical Address:
Billing Address:
Email Address:
Phone No:

Company Number:
Contact Person:
Accounts Email:
Credit Limit Applied for:
Payment Terms:
PO Required:
Vehicle Registration(s) & Tare Weight if Known:

Trade References:		
Name:	Address:	Phone/Email:

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the Terms of Trade, which form part of this credit application and agree to be bound by these conditions.

<b>Signed (Customer):</b>	<b>Signed (Envirofert Central):</b>
Name:	Name:
Position:	Position:
Date:	Date:

**Declaration and agreement:**

In consideration of Envirofert Central Limited (the Manufacturer) agreeing to receive or collect the Materials from the Customer, I, the Customer or on behalf of the Customer, confirm:

1. I have read and am bound by this Contract, being the attached Terms of Trade. Placement of an Order by the Customer by email constitutes valid acceptance of the Contract.
2. The information supplied by the Customer to the Manufacturer is true and correct.
3. I have authority to enter this Contract on behalf of the Customer.

**Signed Client**

Name:

Signature:

Date:

## Terms of Trade

In these Terms of Trade, **Supplier, we, us,** and **our** refer to Envirofert Central Limited and include our employees. **You** refers to the Customer in the Customer Setup Form. **Parties** refers to you and us.

The agreement between you and us (**Contract**) is contained exclusively in these Terms of Trade and any subsequent variations agreed to by us in writing.

By Placing an Order, you accept the terms of this Contract to the exclusion of any of your terms and all previous representations made to you.

### 1. Definitions

1.1 In these Terms of Trade:

**Completion** means the delivery of the Product to the location specified by you or the completion of the Work.

**Contract Price** is the amount invoiced by us, subject to clause 0.

**Placing an Order** means the Customer requesting the Supplier to provide the Product or Work by submitting a purchase order or otherwise notifying the Supplier of its intent to purchase pursuant to the terms in this Agreement.

**Product** means any item, good, or other materials provided or to be provided by the Supplier to the Customer under this Agreement.

**Variations** means any change or amendment to the terms of the existing order for a Product or Work.

**Work** means all activities, services, or other work product to be provided or performed by us pursuant to this Agreement.

1.2 Reference to a party includes that party's successors, executors, administrators and permitted assigns.

1.3 Reference to clauses is to clauses in this Contract.

1.4 Reference to a statute includes:

- (a) references to all regulations, orders, rules, or notices made under that statute;
- (b) all amendments to that statute and those regulations, orders, or notices; or
- (c) any statute passed in substitution of that statute.

### 2. Commencement, Delivery and Completion

2.1 This Contract is binding on the parties from the date on which you have signed these terms and placed an order for a Product or Work .

2.2 We will deliver the Product to the address specified by you at a date and time agreed with you.

2.3 If we have given you a date for Completion, that date is approximate only. We give no warranty that Completion will occur on or before that date.

2.4 We may unilaterally extend the date for Completion for any reason outside our control.

2.5 Completion will occur when we deliver the Product to you or complete the Work.

### Price

2.6 You will pay to us:

- (a) the Contract Price;

- (b) any disbursements, including additional delivery costs, incurred by us on your behalf; and

- (c) the cost of any subcontractors engaged by us under clause 6.

2.7 The Contract Price replaces any prior quotation or estimate.

2.8 Unless specified otherwise, the Contract Price and all other amounts payable under this Contract are plus GST and are payable in New Zealand dollars.

2.9 Disbursements incurred by us on your behalf may include a reasonable mark-up by us.

### 3. Terms of payment

3.1 You will pay the balance of the Contract Price, and any associated expenses and disbursements, on or before the 20th day of the month following the date of our invoice for that sum (**Due Date**). or Seven Days from the date of our invoice. Payment Terms will be decided by Envirofert Central Limited.

3.2 If you do not make payment on the Due Date, you will be in default and must pay us default interest at the rate of 15% per annum, accruing on a daily basis on the total amount outstanding from the Due Date to the date of payment in full of the amount due, including any accrued interest.

3.3 Payment of all sums under this Contract will be without set-off or deduction of any kind.

3.4 We may allocate payments to outstanding accounts, as we determine at our sole discretion.

### 4. Variations

4.1 All Variations will be treated as a new order.

4.2 If any of the parties does not agree to a Variation, the Contract remains unchanged, and the parties remain bound by its terms.

### 5. Subcontractors

5.1 We may subcontract any part of the Work.

5.2 Any subcontractor we engaged will be responsible to and paid by us. The subcontractor's fee will be charged to you as part of the Contract Price.

### 6. Performance of Work

6.1 We will:

- (a) perform the Work with reasonable skill, care, and diligence in a professional manner;
- (b) endeavour to ensure that the Work is performed in accordance with any time frames agreed in writing with you;
- (c) liaise with you during the course of performing the Work in accordance with your reasonable requirements.

6.2 You will give reasonable assistance to enable us to perform the Work by:

- (a) giving clear instructions;
- (b) promptly providing any information or content required from you for us to complete the Work;
- (c) giving us access to the site where the Work is to be performed, and ensuring that the Work can be performed under reasonable and safe working conditions,

6.3 If we have given you a time frame for completion of the Work, unless otherwise agreed in writing, this

time frame is approximate only and is not deemed to be of the essence of the contract.

## 7. Ownership

7.1 We retain ownership of the Product until the Contract Price is paid in full.

## 8. Risk

8.1 The risk in the Product passes to you on delivery.

## 9. Materials

9.1 You acknowledge the Product and any materials in the Product may contain asbestos and other contaminants, vary in colour and quality from any sample, description, photo, or specification. The presence of asbestos and other contaminants, any variation, irregularity or imperfection in the materials will not constitute a failure of the materials to correspond with the sample, description, photo, or specification. Subject to clause 10.2, you may not reject the Product or materials or withhold payment of the Contract Price because of the presence of asbestos or other contaminants, or the variation, irregularity, or imperfection referred to above, you must contact us in first instance to complete remediation should be agreed by both parties.

9.2 You acknowledge that the Product and any materials in the Product may contain asbestos or other contaminants. You may not reject the Products or materials or withhold payment of the Contract Price unless the levels of asbestos or other contaminants, as identified and tested by an independent third party that is part of the New Zealand Demolition and Asbestos Association (NZDAA), are present in the Product and any materials at levels that require asbestos (or other contaminant) control under New Zealand regulations.

9.3 Our liability for materials which are defective or are not in compliance with the specification is:

- (a) excluded to the fullest extent permitted by law;
- (b) to the extent that it cannot be excluded, is limited to the amount(s) we receive under any warranty from the manufacturer/supplier of the materials; and

## 10. in any case, our liability is limited to the Contract Price. Limitation of liability

10.1 Except to the extent that the law prevents us from excluding liability, we will not be liable for any loss or damage or liability of any kind whether:

- (a) suffered or incurred by you or another person;
- (b) in contract, or tort, including in negligence, or otherwise: or
- (c) the loss or damage arises directly or indirectly from the Product, the Project or materials provided by us to you.

10.2 To the extent we are liable for any loss suffered by you arising from breach of these Terms of Trade, the Contract or for any other reason, our liability is limited to the Contract Price.

## 11. Force majeure

11.1 We will not be liable for any delay or failure to deliver the Product if the cause of delay or failure is beyond our control.

## 12. Default

12.1 If:

- (a) you fail to pay any money owing on the Due Date;
- (b) we believe you:
  - (i) have committed or will commit an act of bankruptcy;
  - (ii) have had or are about to have a receiver or liquidator appointed; or
  - (iii) are declared insolvent;
- (c) you are otherwise in breach under this Contract; then, in addition to any remedies we have at law, we may do one or more of the following:
  - (d) require immediate payment of the Contract Price;
  - (e) charge default interest under clause 4.2;
  - (f) allocate any amounts you pay as we see fit, at our sole discretion.
  - (g) immediately terminate this Contract and Terms of Trade by written notice to you; and

## 13. Variation/Termination

13.1 We may at any time by notice in writing to you:

- (a) vary these Terms of Trade, acting reasonably, and you will be bound by the variation from the date of that notice; or
- (b) terminate these Terms of Trade.

## 14. Notices

14.1 Any notice may be delivered in person or sent by email to you or to any director, where you are a company.

## 15. Costs

15.1 You must pay our costs of the enforcement or attempted enforcement of our rights under these Terms of Trade or the Contract including all debt recovery costs and legal costs.

## 16. Assignment

16.1 You must not assign any of your rights, powers, or obligations under these Terms of Trade or the Contract without our prior written consent.

## 17. Disputes

17.1 If a dispute arises under this Contract, the parties will act in good faith to resolve the dispute.

Any claim or dispute arising under this Contract or Terms of Trade will be determined by mediation if the parties are unable to resolve the dispute themselves within one calendar month of the dispute arising. Nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand courts.

Customer Initials:

Date: