



NZ Crayons Ltd T/A Spectrum Crayons
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Confidential Credit Application Form

To be completed by all Customers - Please complete all sections and read the Terms and Conditions of Trade overleaf or as attached

TYPE OF ORGANIZATION:

Company: Partnership: Individual (Sole Trader): Education Sector: Trust:

Other:

CUSTOMER'S TRADE NAME:

CUSTOMER'S FULL or LEGAL NAME:

Phone: Fax:

Mobile: Email:

Postal Address: Physical Address:

Postcode: Postcode:

Company Number: Date Established:

Contact 1: Contact 2:

Position: Position:

Phone: Phone:

Accounts payable Contact: Email address for invoices:

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEES (If Trust)

Full Name: Full Name:

Home Address: Home Address:

Postcode: Postcode:

Home Phone: Home Phone:

TRADE REFERENCES

Business Name 1: _____ Business Name 2: _____

Address or A/C No: _____ Address or A/C No: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of NZ Crayons Ltd T/A Spectrum Crayons, which form part of, and are intended to be read in conjunction with this Customer Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director /shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (CUSTOMER): _____

Name: _____

Position: _____

Date: _____

WITNESS TO CUSTOMERS SIGNATURE:

Signed: _____

Name: _____

Date: _____

Spectrum admin to Complete:

REF No. _____

Sign _____

Date _____

General Terms and Conditions of Trade for Domestic Customers

1. Goods

- 1.1 The Goods (including any incidental supply of services) shall be as described on any invoices, quotation, request to supply, or any other forms which are provided by NZ Crayons – T/A Spectrum Crayons, to the Customer.

2. Price And Payment

- 2.1 The Price shall be as indicated on invoices provided by Spectrum Crayons to the Customer in respect of the Goods supplied.
- 2.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due twentieth (20th) day of the month following the date of the invoice.
- 2.3 The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by Spectrum Crayons.

3. Default & Consequences Of Default

- 3.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Spectrum Crayons's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 3.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify Spectrum Crayons from and against all costs and disbursements incurred by Spectrum Crayons in pursuing the debt including legal costs on a solicitor and own client basis and Spectrum Crayons's collection agency costs.

4. Title

- 4.1 Spectrum Crayons and Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid Spectrum Crayons all amounts owing for the particular Goods; and
 - (b) the Customer has met all other obligations due by the Customer to Spectrum Crayons in respect of all contracts between Spectrum Crayons and the Customer.
- 4.2 Receipt by Spectrum Crayons of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Spectrum Crayons's ownership or rights in respect of the Goods shall continue.
- 4.3 It is further agreed that:
- (a) where practicable the Goods shall be kept separate and identifiable until Spectrum Crayons shall have received payment and all other obligations of the Customer are met; and
 - (b) the Customer is only a bailee of the Goods and until such time as Spectrum Crayons has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to Spectrum Crayons for the Goods, on trust for Spectrum Crayons; and
 - (c) until such time as ownership of the Goods shall pass from Spectrum Crayons to the Customer Spectrum Crayons may give notice in writing to the Customer to inform them that Spectrum Crayons will be collecting the Goods. Upon such notice being given the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
 - (d) If the Customer fails to allow Spectrum Crayons the ability to collect the Beehives then Spectrum Crayons or Spectrum Crayons's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated and take possession of the Goods, and Spectrum Crayons will not be liable for any reasonable loss or damage suffered as a result of any action by Spectrum Crayons under this clause.

5. Cancellation

- 5.1 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by Spectrum Crayons (including, but not limited to, any loss of profits) up to the time of cancellation.

6. Personal Property Securities Act 1999 ("PPSA")

- 6.1 Upon assenting to these terms and conditions in writing 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 Spectrum Crayons to the Customer (if any) and all Goods that will be supplied in the future by Spectrum Crayons to the Customer.
- 6.2 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 Spectrum Crayons may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, Spectrum Crayons 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 written consent of Spectrum Crayons; and
 - (d) immediately advise Spectrum Crayons of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 6.3 Spectrum Crayons and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 6.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 6.5 Unless otherwise agreed to in writing by Spectrum Crayons, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 6.6 The Customer shall unconditionally ratify any actions taken by Spectrum Crayons under clauses 6.1 to 6.5.

7. Privacy Act 1993

- 7.1 The Customer and the Guarantor/s (if separate to the Customer) authorises Spectrum Crayons to:
- (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
 - (b) to disclose information about the Customer, whether collected by Spectrum Crayons from the Customer directly or obtained by Spectrum Crayons from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 7.2 Where the Customer is an individual the authorities under (clause 7.1) are authorities or consents for the purposes of the Privacy Act 1993.
- 7.3 The Customer shall have the right to request Spectrum Crayons for a copy of the information about the Customer retained by Spectrum Crayons and the right to request Spectrum Crayons to correct any incorrect information about the Customer held by Spectrum Crayons