



# **Credit Account Application**

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# **Terms & Conditions of Sale**

Please read Terms and Conditions of Sale and complete the  
Credit Account Application in full

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# TERMS & CONDITIONS OF SALE

Specialized Lighting Concepts Ltd (“SLCL”) supplies all goods to you subject to these terms and conditions:

## **1. Acceptance**

1.1 By placing an order with SLCL you accept these terms and conditions as forming part of the contract of sale.

## **2. Price**

2.1 All orders will be filled at prices current at the date of delivery of the goods. Prices are subject to change without notice and are exclusive of GST and freight and insurance costs.

## **3. Delivery and Insurance**

3.1 All goods are despatched uninsured and are at purchaser’s risk during transit unless specified.  
3.2 Dates given for delivery are stated in good faith but are not to be treated as a condition of sale. SLCL is not responsible or liable in any way for loss suffered due to any delay in delivery.

## **4. Warranty**

4.1 Goods are sold subject to warranties provided by the manufacturer of the goods. SLCL does not provide any warranty itself in relation to the goods and will not be responsible for any direct, indirect or consequential loss arising from faulty goods. SLCL will endeavour to obtain on behalf of its customers replacement or repair of faulty items which are subject to manufacturer’s warranty conditions. Freight on these items is at purchaser’s cost.  
4.2 Where this agreement would otherwise be subject to the Consumers Guarantees Act 1983 (“the Act”) and the goods are being acquired for business purposes as defined in the Act the customer agrees that the goods are being acquired for business purposes and the Act does not apply to the supply of goods to the customer.

## **5. Return of Goods**

5.1 SLCL may, at its discretion, arrange for the repair or replacement of any damaged or defective goods or make a reasonable allowance on the purchase of goods to replace the goods provided that  
(a) The goods are returned within 14 days of delivery at the cost of the customer, together with a copy of the invoice and claim specifically identifying the damage or defects; and  
(b) SLCL has a reasonable opportunity to investigate the claim.  
5.2 In the event that the return of goods is accepted by SLCL a handling charge of 15% of the invoice value will apply.

## **6. Terms of Payment**

6.1 Payment is due in cash at the time an order is placed with SLCL unless SLCL has previously agreed to supply the goods on trade terms.  
6.2 Where SLCL is supplying the goods on trade terms, payment is due on the 20th of the month following receipt of the invoice. All payments must be made without any set off or deduction.  
6.3 Overdue accounts will be subject to credit restrictions and incur interest at the rate of 2% per month from the due date until payment is received.  
6.4 The customer shall be responsible for any and all legal costs incurred for the recovery of any overdue amounts.

## **7. Ownership**

7.1 At all times the legal and beneficial ownership of the goods remains with SLCL (irrespective of delivery of the goods to the customer) until the customer has paid the full invoice price and any other payments due to SLCL in respect of the goods arising out of the sale agreement.  
7.2 The customer acknowledges that SLCL has a security interest (as that term is defined in the Personal Property Security Act 1999 (“PPS Act”) in all goods supplied to the customer. SLCL reserves the right to register a financing statement on the Personal Properties Securities Register to prioritise and protect a security interest in the goods. The purchaser agrees to provide SLCL with any or all information referred to in Section 142 of the PPS Act to enable SLCL to ensure that its security interest becomes a “perfected security interest” as defined in the PPS Act.

# Credit Application

Legal Name of Business: \_\_\_\_\_

Trading As: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Date of Commencement: \_\_\_\_\_

Email Addresses: \_\_\_\_\_

Directors/owners Names: \_\_\_\_\_

Directors/Owners Address: \_\_\_\_\_

Type of Business:                      Sole Trader                      Partnership                      Company                      Other

Paid up Capital (if a company) \$ \_\_\_\_\_ Date of Formation (if a company) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Managers Name: \_\_\_\_\_ Managers Email: \_\_\_\_\_

Account Payable Contact: \_\_\_\_\_ Accounts Payable Email: \_\_\_\_\_

GST Registration # \_\_\_\_\_ Direct Credit Reference: \_\_\_\_\_

Bank Name and Branch: \_\_\_\_\_

**Trade References:**

<b>Company Name/Person</b>	<b>Address</b>	<b>Phone Number</b>
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1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

I/We irrevocably authorise and person or company to provide Specialized Lighting Concepts Ltd with information as they may require in response to credit enquiries. I/We hereby make application for a credit account to be opened in the above name and irrevocably authorise any company or person to provide Specialized Lighting Concepts Ltd with such information as they may require which satisfies their credit requirements.

I/We warrant that the foregoing information is correct to the best of my/our knowledge, and that I/We have read, understood and agree to be bound by the Specialized Lighting Concepts Ltd Terms of Trade for Goods and Services as set out attached. Upon signing this credit application I/We also understand and accept that the terms and conditions of the Terms of Trade for Goods and Services will govern every order or confirmation of quotation that I/We enter into with Aqua Clear Products Ltd for the purchase of Goods and that the Terms of Trade also constitutes a Security Agreement for the Goods and proceeds from sale thereof as Collateral.

I/We hereby assent for the purposes of s.36(b) of the Personal Properties Securities Act to the terms of this application for Credit and Terms of Trade for Goods and Services and to the retention of title clauses creating a Purchase Money Security Interest in all and any Goods previously supplied and in any and all Goods that will be supplied in the future that remain unpaid by us/we up to the credit limit agreed in this Application for Credit. I/We further hereby wave the right to receive a verification statement for the purposes of s.148 of the Act.

I/We warrant to Specialized Lighting Concepts Ltd that I/We are authorised directors, Employees, or Agents of the Applicant to enter into this contract on behalf of the Applicant.

In consideration of Specialized Lighting Concepts Ltd opening an account for the above named at my/our request, The Guarantor(s) personally guarantee compliance with the Terms and Conditions of trade of Specialized Lighting Concepts Ltd, and personally guarantee payment of all monies from time to time owing and shall at all times be regarded as a principal debtor.

**Authorised Signature:** \_\_\_\_\_ **Witnessed by:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Credit Limit:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Authorised by:** \_\_\_\_\_

Signed as Personal Guarantor(s):

I/We jointly acknowledge the credit limit as a continuing guarantee.