



Central Diesel Services Ltd

70 Hull Road
PO Box 4214
Mount Maunganui
Phone: {07} 574 8407
Fax: {07} 927 9160

APPLICATION FOR OPENING OF CREDIT ACCOUNT

To: Central Diesel Services Ltd.
70 Hull Road, Mt. Maunganui
(hereinafter referred to as "CDS")

(1) _____

("Applicant") trading as

(2) _____
("Business name")

hereby apply for a credit account to be opened with CDS in the name of the Applicant.

The Applicant acknowledges that all purchases from CDS will be upon and subject to CDS's Conditions of Sale in force from time to time, which CDS shall be at liberty to amend at any time and the details of the amendments will be forwarded to all account holders at that time. The Applicant acknowledges receipt of a copy of the Current Conditions of Sale.

Without limiting the generality of the Conditions of Sale, the Applicant acknowledges that:

- Terms of Payment are strictly nett 20 days from the end of the invoicing month;
- Ownership of goods will not pass to the Applicant until the goods have been paid for in full, and if the Applicant sells the goods before then, the Applicant will hold the appropriate part of the sale proceeds on trust for CDS, pending payment of the price;
- CDS's liability for the goods is limited to repair or replacement.

The Applicant certifies that the information in the Application is true and correct and that the Applicant is not aware of any other fact or circumstance which might affect CDS's decision to grant credit to the Applicant.

The Applicant acknowledges that CDS may, in its sole discretion, grant or reject this application, or grant this application subject to the provision of such guarantees or other security as CDS in its sole discretion requires.

The Applicant acknowledges that CDS may in its sole discretion at any time suspend or discontinue supplying goods to the Applicant whether on credit or cash only terms.

The applicant acknowledges that CDS has their permission under the Privacy Act to divulge information as requested to establish credit rating.

No goods until account approved or goods paid for in cash

Company, partnership or individual name:

Business postal address: Street Address :
.....
.....

Business phone no: E-Mail:

Type of business: Business fax no:

Accountants: Mobile Phone no:

Solicitors: Phone:

Bank and branch: Phone:

GST Registered Number: Phone:

Registered Office:

(limited liability company only)

Registered Capital: Paid up Capital:

Date incorporated:

Directors:	Residential Address:	Phone:
.....
.....
.....

Partnerships and Individuals only:

Personal name in full and date of birth:	Residential Address:	Phone:
.....
.....
.....

How long in your present business?

Trading References: (with whom the Applicant has traded for at least 6 months)

Company Name:	Address:	Phone:
1.
2.
3.

Credit limit requested: \$

Estimate of monthly purchases: \$

I/We have read and understood the terms and conditions of sale as printed as part of this application form and agree to be bound by these conditions.

Full name (block letters)

Date: Position held:

Signature:

- CONDITIONS OF SALE -

CENTRAL DIESEL SERVICES LIMITED

1. General

CENTRAL DIESEL SERVICES LIMITED ("CDS") will contract on these terms only:

- (a) Upon acceptance of the order by CDS the order and these terms and conditions shall constitute the entire Agreement between the buyer and CDS and no other understandings, representations, conditions or warranties expressed or implied shall form part of this contract unless expressly agreed to in writing by the parties.
- (b) Any term or condition contained in the buyer's order which is inconsistent with or qualifies or is contrary to these terms and conditions shall be of no effect unless the term or condition is expressly agreed to in writing by CDS.

2. Terms of Payment

- (a) Unless otherwise indicated prices are exclusive of Goods and Services Tax and freight.
- (b) Subject to subparagraph (c) CDS has the right to change prices without prior notice to the buyer and the price payable by the buyer shall be the price ruling at the time the goods are delivered to the buyer by CDS or the services performed for the buyer by CDS.
- (c) A written quotation shall be held for two calendar months from the date of the quotation but after that date may be reviewed by CDS.
- (d) CDS will use all reasonable endeavours (subject to availability) to make the goods or equipment available or to effect performance of any installation or service at the time requested by the buyer but will not be liable for any loss or damage whatsoever incurred by the buyer by reason of any delay in or failure to deliver or perform by that date.
- (e) The buyer shall not be entitled to cancel the contract as a result of delays arising out of or attributable to any cause beyond CDS's control and delivery/performance shall be extended accordingly.
- (f) The terms of payment for the goods unless otherwise agreed upon in writing are net cash on the 20th of the month following delivery. The company may charge interest on any monies due from that date until payment at the rate of 2.5% per month. The buyer must make payment in full without any deduction or withholding whatsoever on any account.

CDS shall be entitled to recover from the customer all legal and other costs arising from or in relation to the collection of any overdue money, or return of goods, or from any other default made by the customer.

- (g) Any discount offered is at the sole discretion of CDS and is conditional upon the purchaser's account being paid without deduction on the due date. A discount will only be offered if in the sole opinion of CDS the purchaser's credit record and type of product so warrant.
- (h) The purchaser will comply at all times with the credit limit requirements of CDS. The credit limit may be increased or reduced at any time at CDS's discretion. Should the purchaser wish to exceed the pre-arranged credit limit, a specific arrangement must be made with CDS.

3. Delivery

- (a) CDS shall deliver the goods to the purchaser as soon as is reasonably practicable after acceptance of the purchaser's order.
- (b) CDS shall not be responsible or liable to the purchaser for any delays or defaults in delivery of the goods or any part thereof nor for any direct or consequential loss or damage arising therefrom. Delivery shall be deemed to have occurred when CDS dispatches the goods to the purchaser or the purchaser's agent or any other personal carrier to whom CDS has been authorised by the purchaser whether expressly or impliedly to deliver such goods from CDS's place of business.
- (c) Unless the parties otherwise agree in writing CDS may effect delivery in any manner and by any means determined.

4. Risk

The risk in the goods supplied by CDS to the purchaser shall pass immediately upon delivery of such goods to the purchaser or the purchaser's agent or to any other person or carrier to whom CDS has been authorised by the purchaser either expressly or impliedly to deliver such goods. Freight and transit insurance are unless otherwise agreed in writing for the care of the purchaser.

5. Return of Goods

The purchaser may not return goods supplied by CDS in accordance with the purchaser's order unless CDS expressly agrees in writing to a request from the purchaser for the return of such goods such request having been made by the purchaser within 10 days of delivery. If CDS so agrees to a return of the goods the purchaser shall:

- (i) Deliver the goods at the purchaser's expense and in their original condition to the place from which the goods were supplied or such other place as CDS may nominate;
- (ii) Meet all costs in relation thereto;
- (iii) Comply with all conditions imposed by CDS on agreeing to such request. It is expressly declared that one of such conditions will be the quotation of the original invoice number and the payment of a handling charge of 10% of the invoice value together with any expense required to restore the goods to their original condition.
- (iv) Items purchased by CDS as a special order (procured items) on behalf of the purchaser are returnable only at CDS's discretion.

6. Ownership of Goods

CDS shall retain title to the goods delivered as legal or equitable owner until the purchaser has paid for the goods supplied in full.

7. Extent of Liability

To the fullest extent permitted by law:

- (a) The liability by CDS for any loss damage or injury arising directly or indirectly from any defect or non-compliance of the goods is limited to the replacement at the premises of CDS of the goods or at the option of CDS the refund of the purchase price.

- (b) CDS shall not be responsible for any damage whatsoever caused either to the products supplied or as the result of the malfunction of such products in the event that such products are fitted by unqualified tradesmen or in an untradesmanlike matter and/or if such products are in any way adapted to a use for which they are not specifically intended and/or if such products be added to or repaired by components not recommended or approved by CDS. Damage caused by misuse, neglect, improper operation, maintenance installation, modification or adjustment or fair wear and tear will not be the responsibility of CDS.
- (c) To the fullest extent permitted by law no warranty or condition shall be implied against CDS by statute, common law or otherwise howsoever and no representation or express condition or warranty shall be binding by CDS unless it be in writing and signed on behalf of CDS.
- (d) Where the provisions of the Consumer Guarantees Act 1993 apply the provisions of these conditions will be read subject to the application of that Act and in the case of any conflict the provisions of that Act will apply. Where the customer is a business (as defined by the Consumer Guarantees Act 1993) it is agreed that it is acquiring CDS's goods for the purpose of a business and the Consumer Guarantees Act 1993 does not apply.

8. Subject to the foregoing paragraph 7:

- (i) Where CDS is not the manufacturer of the goods CDS shall not be liable to the purchaser for any defect in or failure of the goods and the purchaser shall have the same claims against the manufacturer which CDS may have against the manufacturer.
- (ii) CDS shall repair or replace any goods delivered to the buyer where fundamental defects in the goods have emerged through the normal and proper use of the goods by the purchaser or have arisen from faulty design, materials or workmanship and where such fundamental defects have occurred within the guarantee period as stated or otherwise within 6 months of the date of delivery by CDS provided that the defective goods are promptly returned to CDS unless otherwise agreed. On the termination of the guarantee period CDS liability in respect of the goods ceases. Damage caused by misuse, neglect, improper operation, maintenance, installation, modification, or adjustment or fair wear and tear of the goods by the purchaser shall not be the responsibility of CDS.

9. Authority to obtain Information

The purchaser authorises any person or company to provide CDS with such information as CDS may require in response to CDS credit enquiries. The purchaser authorises CDS to furnish any third party details of the purchaser's application and any subsequent dealings that the purchaser may have with CDS as a result of this application being actioned by CDS.

10. Review of Accounts

CDS reserves the right to review any credit limit or to revoke the right of a purchaser to purchase items on credit. Once revoked a fresh credit application will be made.

11. Minimum Invoice Charge

Purchases of less than \$10.00 value must be paid for in cash.

12. Availability

Goods are offered subject to availability.

13. GST

The purchaser shall pay to CDS all goods and services tax or other value added tax on the goods supplied.

14. Governing Law

The contract and these conditions of sale shall be governed by the law of New Zealand.

15. Clerical Errors

Clerical errors or omissions, whether in computation or otherwise in any quotation acknowledgements or invoice shall be subject to correction.

Initials: _____