

# NOVA INTERIOR STUDIO LTD



## Trade Account Application form

Please tick which company or companies you wish to purchase from:

NOVA INTERIOR STUDIO LTD

Applicant Name: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Statement/Invoice Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Statement/Invoice Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Accounts Department Contact Name: \_\_\_\_\_

Landline Phone: (0 ) \_\_\_\_\_ Email: \_\_\_\_\_

Mobile: \_\_\_\_\_

Sales Contact Name: \_\_\_\_\_

Landline Phone: (0 ) \_\_\_\_\_ Email: \_\_\_\_\_

Mobile: \_\_\_\_\_

Directors/Proprietors Names

Home Address:

1. \_\_\_\_\_

2. \_\_\_\_\_

Credit References:

Phone Number:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

### Acceptance of Terms and Conditions of Trade

I/We hereby apply to open a Trade account with NOVA INTERIOR STUDIO LTD . I/We have already read and fully understand NOVA INTERIOR STUDIO LTD 's Terms and Conditions of Trade (see over) and agree to abide by them.

Name of the person signing the application: \_\_\_\_\_

Position Held: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Guarantee

In consideration of NOVA INTERIOR STUDIO LTD 's agreeing to supply \_\_\_\_\_ (the customer) with goods on credit, I/We hereby jointly and severally agree with NOVA INTERIOR STUDIO LTD las follows:

To guarantee the due performance by the Customer of the terms and conditions attached hereto and the payment of any moneys advanced by way of credit to the Customer.

That this agreement shall be a continuing guarantee to NOVA INTERIOR STUDIO LTD for all debts of the Customer with \_\_\_\_\_ in respect of goods and services to be supplied to the Customer.

Dated \_\_\_\_\_ Guarantor(s) Signature \_\_\_\_\_

Guarantor(s) Names(s) \_\_\_\_\_ Position in Company \_\_\_\_\_

Please complete and return to: NOVA INTERIOR STUDIO LTD by email : Sales@novainterior.co.nz

## TERMS AND CONDITIONS OF TRADE

### 1. DEFINITIONS

Unless the context otherwise requires, the following definitions shall apply to these terms of trade:

"NOVA Interior" means NOVA INTERIOR STUDIO LTD and any of its related companies that have supplied the goods or services and shall include the successors and assigns of those companies.

"Customer" means the Customer(s) named in this application for credit account and shall include the Customer's trustees and executors if an individual or its successors, assigns or administrators.

"PPSA" means that Personal Property Securities Act 1999, and associated regulations, as amended from time to time.

### 2. ACCEPTANCE OF TERMS AND CONDITIONS

Use of this account shall constitute acceptance of these Terms and Conditions of Supply notwithstanding that the application has not been completed and/or signed by or behalf of the Customer.

### 3. CHANGE IN CONTROL

The buyer shall give the seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the buyer and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's name, address contact phone or fax number/s, or business practice). The Buyer shall be liable for any loss incurred by the Seller as a result of the Buyer's failure to comply with this clause.

### 4. PAYMENT

4.1 The Customer shall pay for the goods and services no later than the 20th of the month following the date of invoice or as may otherwise be required by NOVA Interior.

4.2 NOVA Interior may at any time in its sole discretion withdraw the provision of credit to the Customer.

### 5. DEFAULT

5.1 In the event of any default under Clause 4.1 (above) the full amount owing to NOVA Interior shall immediately become due and payable.

5.2 NOVA Interior may take immediate action if the Customer is in default under any agreement with NOVA Interior or commits an act of insolvency or bankruptcy, goes into liquidation or receivership, enters into a creditors composition or has its credit standing impaired in any way.

5.3 If the Customer fails to pay the amount due on or before the due date NOVA Interior (without prejudice to its other rights and remedies) shall be entitled to charge interest at the rate of 2% per month compounded monthly on the 20th of each month on the outstanding balance.

### 6. CREDIT INFORMATION

The Customer authorises NOVA Interior to enquire from any person, company or organisation for information NOVA Interior may require to furnish credit information. Under the Privacy Act 1993 the Customer has the right of access to and correction of their personal information held by NOVA Interior.

### 7. DELIVERY

7.1 Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from NOVA Interior's premises or collected by the Customer or the Customer's agent.

7.2 NOVA Interior may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by NOVA Interior (whether payment is due or not).

7.3 The Customer shall provide suitable access to the Customers work site in all weather conditions for NOVA Interior's delivery vehicles. Any damage to footpaths, kerbs, drains and other property caused by any of NOVA Interior's vehicles delivering beyond the kerb line shall be the Customer's responsibility.

7.4 If NOVA Interior is unable to deliver the goods or perform a service because of any cause beyond its control (including any force/major event) it may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.

7.5 Goods will only be accepted for return with the prior approval of NOVA Interior. Freight and all other costs associated with the return of goods will be at the Customer's expense unless otherwise agreed in writing by NOVA Interior.

### 8. LIABILITY

NOVA Interior's obligation in respect of products for which dispute of quality emerges, shall be limited to re supply of such products only and NOVA Interior shall not be responsible for the removal and disposal of any products or the preparation of the relevant part of the site. No claim shall be accepted by NOVA Interior unless received in writing within 14 days after delivery.

### 9. RISK

Goods are at the sole risk of the Customer upon delivery in accordance with clause 7.1 whether received by the Customer or not, whether or not there is a delay in delivery and even though ownership of the goods may not have passed to the customer.

### 10. OWNERSHIP

Ownership of the goods shall not pass to the Customer until the Customer has paid for the goods in full and proceeds of sale of goods that have not been paid for shall belong to NOVA Interior.

### 11. ENFORCEMENT

11.1 The Customer irrevocably gives NOVA Interior and its agents the right to enter upon the Customer's premises (including leased premises), without giving notice and without being in any way liable to the Customer, if NOVA Interior have cause to exercise any rights it has under section 109 of the PPSA.

11.2 The Customer indemnifies NOVA Interior for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis and all debt collection costs incurred.

11.3 The Customer waives its right to receive any financing statement or financing change statement from NOVA Interior under the PPSA.

11.4 On the enforcement of any security interest created by these terms of trade to which the PPSA applies, sections 114(1)(a), 133 and 134 of the PPSA shall not apply. The Customer waives any rights it may have under sections 116, 120(2), 121, 125, 129, 131 and 132 of the PPSA on enforcement of any such security interest.

### 12. VARIATIONS

NOVA Interior reserve the right to make and notify the Customer of amendments to these Terms and Conditions of Supply at any time.

### 13. GUARANTEE

The person(s) signing the credit application form do jointly and severally personally guarantee to pay all monies due to NOVA Interior. This guarantee is continuous and remains in effect at all times until all obligations of the Customer have been fully discharged.

### 14. TERMINATION

NOVA Interior and the Customer shall each have the right to terminate this credit facility on giving of three (3) working days notice in writing but no such termination shall release the customer from payment of any monies owed to NOVA Interior or clause 10 retention of ownership until payment.

### 15. CONSUMER GUARANTEES ACT DOES NOT APPLY

The Customer agrees and acknowledges that all supplies of goods and services from NOVA Interior will be acquired for the Customer's business purposes and accordingly the provisions of the Consumer Guarantees Act 1993 will not apply as between the Customer and NOVA Interior.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



## Trade Application Instructions

Thank you for your interest in becoming a customer of NOVA INTERIOR STUDIO LTD.

In order to apply for a Trade account with us, the following Trade application must be completed. Please take note of our requirements below:

- All fields are to be completed
- Three Trade references must be provided
- The Acceptance of Terms and Conditions of Trade must be signed
- The personal guarantee is required to be signed (by Partner, Company Director or Trustee)
- On the reverse of our form we must have this page initialled and dated to indicate the applicant has sighted our Terms and Conditions.

Ensuring that the entire application is complete will help us to provide you with a prompt and accurate service.

Please return to: NOVA INTERIOR STUDIO LTD by email to [Sales@novainterior.co.nz](mailto:Sales@novainterior.co.nz)