

Company/Trading Name: _____
Email Address: _____

Postal Address: _____

Delivery Address: _____

Nature of Business: _____

Telephone No: _____ Fax No: _____

Solicitor: _____

Accountant: _____

Address & Phone No: _____

Bankers: _____ Branch: _____

Credit Limit: _____

Company Details:
Registered Office: _____

Major Shareholders: _____

Paid Up Capital: _____ Years in Business: _____

Credit References:

1. _____ Tele. No: _____
2. _____ Tele. No: _____
3. _____ Tele. No: _____

I/We authorise any person or company to provide you with such information as you may required in response to your credit and/or employment enquiries pursuant to the Privacy Act 1993. I/We further authorise you to furnish to any third party details of this application and any subsequent dealings that we may have with you as a result of this application being actioned by you.

Please refer to the back of this application form for full Terms of Trading. Romalpa Clause applies.

Note : Both Pages of this application form must be signed and returned to the branch before acceptance.

Signed _____ Date _____

AUCKLAND:	20 Bruce McLaren Road, Henderson	Tel: 09 838 8413	Fax: 09 836 7215
NEW PLYMOUTH:	Head Office – 336 Devon St, East	Tel: 06 758 8300	Fax: 06 758 1756
CHRISTCHURCH:	110 Wordsworth St, Sydenham	Tel: 03 377 2572	Fax: 03 365 3232
FREE PHONE : 0800 735 000			

CONDITIONS OF SALE

Any acceptance of an order by us is subject to the following terms and conditions.

Any variation to these terms and conditions in any document of the buyer is inapplicable unless accepted by us in writing.

1. **Prices**
While every effort will be made to maintain firm prices orders are accepted on the understanding that prices will be subject to alterations arising before the date of despatch.
2. **Terms of Payment**
Unless otherwise agreed payment for any goods shall be net cash at the 20th day of the month following Invoice. If payment in full is not received by the due date, interest will be charged at our then current overdraft trading bank rate plus 3% per annum. If payment is not received by us by the said date, our debt collection agency may charge the customer a fee equal to 25% of the unpaid portion of this invoice, but not less than \$25.00. Where the total agency, legal and other costs arising from recovery of any amount owing exceeds the debt recovery fee charged, the debt collection agency is also entitled to recover any such additional costs from the customer. We reserve the right to pass these costs on to the customer, and the customer hereby agrees to pay the said costs if payment is not made by the said date.
3. **Credit Requests**
No goods are returnable without prior consent of the Company. If a return is authorised, the purchase must affect a return **within 10 days**. In all cases where a return is agreed to, full delivery docket/Invoice details are required. Goods specifically manufactured for a Customer are non-returnable.
4. **Mould and Tool Charges**
Charges for moulds and special tools required for the production of goods are made on a part cost basis and such mould will remain our property.
5. **Delivery**
Delivery promises and estimates are made by us in good faith and every effort will be made to adhere to them but no liability whatsoever can be accepted by us for late delivery. We will also not accept orders under penalty clauses, nor agree to liquidated damages for late delivery.
6. **Packaging**
No charge is made for our standard packaging but should it be found necessary to use special packaging crates, cases, etc, these will be an additional charge.
7. **Carriage**
Goods will be consigned at the cost of the buyer by the most satisfactory and economic route of our choosing. Any special instructions as to carriage must be in writing and accompany the order.
8. **Cancellation**
Orders accepted by the Company shall not be cancelled except with our written consent and on terms which will indemnify us against loss.
9. **Determination of Contract**
If the Customer shall default or commit a breach of the contract or of any other of its obligations to us we reserve to ourselves the right to forthwith determine any contract then subsisting.
10. **Conditions and Warranties**
 - (a) All goods supplied are subject to ownership under the Romalpa Clause – viz. Upon sale risk for goods passes to the customer, but ownership and title to the goods remains with Shuk Engineering Distributors Ltd until the purchase price and all other moneys owing have been paid. If payment is not made in accordance with terms of sale, Shuk Engineering Distributors Ltd has the right to immediate repossession of the goods or a claim to the proceeds of any prior sale of such goods.
 - (b) Goods represented by the Customer to be defective shall not form the subject of any claim for work done by the Customer or for any loss, damage or expenses whatsoever arising directly or indirectly from such defects but such goods if returned to us and accepted by us as defective will, at the request of the Customer and if practicable, be replaced as originally ordered.
 - (c) Whilst we will upon request endeavour to furnish such technical advice or assistance as we have available in reference to the use of goods by the Buyer, all such technical advice or assistance is given gratis and we assume no obligation or liability for advice or assistance given or for results obtained. No condition is made up or to be implied, nor is any warranty given or to be implied as to the service life of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions notwithstanding that such purpose or conditions may be known or made known to us.
 - (d) Save as aforesaid the Company shall be under no liability whatsoever including, without prejudice to the generality of the foregoing, any liability in tort or for consequential loss or damage of any kind or for the incidental expenses arising there from for any defect in, or failure of, nor non-compliance with the Order process specifications or drawings by any products supplied hereunder whether the same be due to any act omission, negligence or wilful default of the Supplier or its servants or Agents or to faulty workmanship or materials, or to any other cause whatsoever, including (without prejudice to the generality of the foregoing) any breach by the Supplier its servants or agents or any fundamental term, or any fundamental breach by the supplier its servants or agents of any terms of the contract of which these conditions form part: and all conditions warranties or other terms, whether express or implied, terms of the contract of which these conditions form part, and all conditions warranties or other terms, whether express or implied, statutory or otherwise, inconsistent with the provisions of this Condition are hereby expressly excluded.
 - (e) The Buyer shall indemnify against all liabilities, penalties, costs and expenses to which we may become liable as a result of work done in accordance with the Buyers specification which involved the infringement of any letters patent or registered design.
 - (f) The restrictions or liability and indemnities contained herein are considered reasonable by the parties but in the event of any such restriction or indemnities being found to be void which would be valid if some part thereof were deleted or the period of application altered such restriction or indemnities shall apply such modification as may be necessary to made them valid and effective.
11. **Reservation of Rights**
Any forbearance by us to seek any remedy in respect of any breach of the terms and conditions of the contract or to enforce any of our rights hereunder shall not prejudice or affect our rights there-under in any way whatsoever.
12. **Law Applicable**
These conditions and the contract shall be subject to and construed in accordance with New Zealand Law.

Signed

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Date / / .