

Dynamic Fluid Systems (Napier) Ltd

29 Mersey Street, Pandora,
 Napier 4110. New Zealand.
 Telephone (06) 834 4352
 Fax (06) 834 4683



All Together Better Hydraulics

Application for Credit Account.

Company Details.				
Account Name (In Full)				
Postal Address				
Delivery Address				
Contact Name				
Contact Details	Phone		Fax	
	Mobile		Email	
Type of Business	Ltd Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Other <input type="checkbox"/>
Estimated monthly purchases (credit limit required)				\$

Directors / Partners / Authorised Officers.		
Full Name	Address	Phone No

Trade References.		
Company	Contact	Phone No
1		
2		
3		

Bank Details.			
Bank		Branch	
Accountant		Address	
Phone No			

I/we the undersigned, authorise Dynamic Fluid Systems (Napier) Ltd, to disclose this document to the above trading references and our credit reporting agent for confirmation.

Signed by		Date	
Name		Position / Title	

I/we apply to open a credit account with **Dynamic Fluid Systems (Napier) Ltd**, and agree to the terms and conditions attached,

I/we clearly understand: - Payment is to be made on or before the 20th of each month following purchase (unless agreed by Dynamic Fluid Systems (Napier) Limited in writing). That all goods remain the property of **Dynamic Fluid Systems (Napier) Ltd** until paid for in full. If an account is not paid within the terms agreed, the account may be referred to our debt recovery agency and we may charge you a minimum fee of 22% of the unpaid portion of the price to cover our legal & recovery costs.

Signed by		Date	
Name		Position / Title	

Guarantee.			
Name of Guarantor		Phone No	
Address of Guarantor			
I guarantee payment of the account and agree to your terms and conditions of trade.			
Signed by Guarantor		Date	

(Office Use only)				
Approved by		Date		Credit Limit
Notes				

1: DEFINITIONS & INTERPRETATIONS

1.1 In the contract as hereinafter defined, the following words shall have the meanings hereby assigned to them except where the concept otherwise requires.

(a) **THE COMPANY** shall mean Dynamic Fluid Systems (Napier) Limited whose registered office is at 7A Miro Road, Greenlane, Auckland or any other nominated and identified corporate body

(b) **THE CLIENT** means the person, firm or corporate entity who has acquired products or services as hereinafter described on agreed terms and conditions from THE COMPANY.

(c) **PRODUCTS & SERVICES** means and shall include any and all products, equipment and work supplied by THE COMPANY to the CLIENT.

2: TERMS OF SALE

2.1 Quotations: The quotation to which these Terms and Conditions apply are given by the Company to the Client on the strict understanding that such quotation is for the exclusive use of the client and the client shall not assign or divulge any information contained therein to any other company, firm or person. Quotations unless a longer period is specified in the Quotation, are given without prejudice and subject to contract are valid for a period not exceeding (30) days from the date therein and Terms and Conditions attached to the same shall apply.

2.2 Financial:

a) The Client will be allocated a credit limit and payment term upon the approval of a credit account.

b) Payment is due and shall be made without deduction to the Company's office in accordance with the agreed Payment Terms of the Clients Credit Account.

c) The Company may terminate the supply of produces and service to the Client if the Client's credit limit is exceeded or any invoice remains unpaid. The Company will have no liability for any loss suffered by the Client when supply is stopped for this reason.

d) If the Clients Credit Account is not paid according to agreed payment terms, the account will be referred to our debt recovery agency.

e) Should a Clients Credit Account be referred to our debt recovery agent then the Client will be liable for all costs incurred in the recovery of this account (minimum default fee of 22% on unpaid portion of the account) .The account may also be recorded on a credit information database held by a credit reporting agency.

f) Any legal charge incurred in the recovery of money or plant shall be paid by the client.

2.3 Risk and Property:

The goods shall be at the Client's risk from the date of Delivery and thereafter be liable for any loss or damage to the goods.

Until payment in full has been made by the Client of all sums owing or due to the Company:-

a) Property in the goods supplied by the Company to the Client shall remain in the Company, which reserves the right to dispose of the goods at its discretion.

b) The Client shall store the goods in such a way that they are clearly the property of the Company

2.4 The Products & Services

a) The Client shall be responsible for selecting the Products and Service as defined in the given Quotation and ensuring that the Product and Service is suitable for it requirements in every way.

b) The Company will carry out the services provided in accordance with the instructions of the Client to the standard of best practice.

c) The Company will take reasonable steps to keep the Client informed of the actions taken (including any addition products or services required) to carry out Client's instructions.

d) The Company reserves the right to cease to continue work where the Client cannot or will not provide clear instructions, any agreed access or where the Company is of the opinion safety of its staff is compromised.

e) By instructing the Company the Client accepts liability to pay the account that the Company will render for work done by the Company together with all disbursements incurred in respect of the Client's instructions.

f) Where no quotation is supplied and on the Clients instructions, The Company will make charges for its labour according the current applicable hourly rate, plus the standard retail price of all products, expendables or materials used to complete the work in accordance with those instructions.

g) The Company shall be entitled to sub-contract all or any of its obligations herein contained without agreement or notification to the Client.

2.5 Delivery

In no circumstance shall time of delivery be of the essence of the contract. Every effort will be made to deliver goods on time but any delivery date stated in an estimate only and the Company shall have no liability for any loss or damage caused by delay in delivery.

2.6 Cancellations & Returns

No cancellations shall be effective unless accepted in writing by the Company.

It is the Company's policy not to accept goods back for credit once they have been correctly dispatched against a firm order. Products which are modified by for the Client for special applications, or are nonstandard in any way cannot be restocked as standard product and are therefore non-returnable. In exceptional circumstances agreement may be given in writing to such acceptance, subject to the conditions set out in the letter agreeing to the return of the equipment, for guidance only, the conditions which the company normally (and at its entire discretion) imposes are as follows:

a) Prior agreement in writing must be obtained before any goods are returned.

b) Freight must be prepaid.

c) An administrative charge will be incurred, including charge for any refinishing or repacking necessary to return the goods to new condition.

2.7 Responsibility & Indemnity: To the extent permitted by Law:

a) **THE COMPANY EXPRESSLY DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES HEREUNDER, INCLUDING ANY SUCH DAMAGE WHICH MAY ENTAIL LOSS OF PROFITS.**

b) The Company will not be responsible for damage to any item purchased which shall be occasioned, whether intentionally or otherwise, by improper installation or by attempts to operate such item beyond the capacity thereof.

c) If the Company furnishes the Client with advice or other assistance which concerns any product supplied hereunder, or any system or equipment in which any such product may be installed, or the design or manufacture thereof, and which is not required pursuant to this agreement, the furnishing of such advice or assistance, will not subject the Company to any liability whether in contract, warranty, tort (including negligence) or otherwise.

d) Where applicable, and subject to 2.7a, 2.7b & 2.7e :-

i) products supplied by the Company is warranted against faulty workmanship and materials in accordance with the original manufacturers terms and conditions.

ii) products and services produced by the Company is warranted against faulty workmanship and materials for a period of 120 Days after delivery.

iii) Warranty does not cover original wear & tear, abuse, misuse, overloading or unauthorised stripping.

e) The Company's maximum liability hereunder shall not exceed the purchase price of products or services determined to be defective and limited to:

i) the replacement or repair the products determined to be defective.

ii) the reworking of the service supplied.

iii) the credit to the value of the product or service supplied.

2.8 Warranties Excluded

All statutory, express or implied warranties by the company, including, without limitation the implied warranties of merchantability and fitness for any particular purpose are expressly excluded (to the extent permitted by law).

3 OTHER

Any failure by the Company to enforce any or all of these Conditions shall not be constructed as a waiver of any of the Company's rights hereunder.

Should any term in this Contract be held invalid such invalidation shall not affect the validity of the remaining terms. Headings in those Conditions are for reference purposes only and shall not affect the interpretations of the Conditions.

3.1 Force Majeure.

The Company shall not be liable for any delay or non performance of this obligations which is caused, wholly or partly by reason of act of God, fire, flood, war, delay in transport, accident, Government Action, inability to adequate labour, materials, facilities, energy or any other cause beyond the Company's control.

3.2 Non Exclusion of Legal Rights

These Terms and Conditions do not and shall not be taken as applying to exclude, or restrict in manner whatsoever.

(a) The Rights conferred upon the Customer by law and which cannot be lawfully excluded or modified.

(b) The remedies conferred on a Customer as a consumer by law.

(c) The exercise of any rights by the Customer as a consumer.

(d) Any mandatory conditions which cannot be exclude by contract between parties to a sale of goods.