HENWOOD ELECTRICAL LIMITED

PO Box 11027, Te Mai, Whangarei 0143. 23D Hewlett Street, Whangarei.

Tele: (09) 438 1227. Fax: (09) 438 1227. Mobile: 021 635 703.

Email: info@henwood.co.nz

**ACCOUNT APPLICATION FORM**

***ENTITY DETAILS:***

Applicant's Full Legal Name (i.e. not trading name): (“the Customer”)

(Please tick) Sole Trader  Individual  Partnership  Ltd Company   Other (please state):

Trading as: Postal Address:

Physical Address: Email:

Nature of Business: Years in Business:

Telephone: Fax: Date of Birth:

Contact Name & Position:

***OWNERSHIP*** please insert Owner(s) / Directors Name(s) in full

1: Address:

2: Address:

If LIMITED liability company - Address of Registered Office:

Date of Incorporation: Incorporation No:

***FINANCIAL & PROFESSIONAL ADVISORS***

Shareholders Funds: Paid Up:

Name of Accountant: Solicitor:

Bank: Branch: Acct No:

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| --- |
| **TRADE REFERENCES** |
| **Company Contact Name Phone Number Account open since** |
|  |
|  |

***General Description of Goods and services/Goods and services/Services to be provided:***

***AGREEMENT***

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Henwood Electrical Limited that the above information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer.

**If the applicant is a company then this application form must be signed by a director of the company.**

Signed Print Name Designation

Dated this day of 20

***AGREEMENT – PERSONAL GUARANTEE TO BE GIVEN BY COMPANY DIRECTORS AND TRUSTEES***

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Henwood Electrical Limited that the above information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer.

I/we acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are also signing this application form in my/our personal capacity.

**If the applicant is a company then this application form must be signed by a director of the company.**

Signed Print Name Designation

Dated this day of 20

1. **DEFINITIONS**
   1. “Henwood Electrical” shall mean Henwood Electrical Limited, or any agents or employees thereof.
   2. “” shall mean the , any person acting on behalf of and with the authority of the , or any person purchasing goods and services from Henwood Electrical.
   3. “Goods and services” shall mean:
      1. all of the general description specified on the front of this agreement and supplied by Henwood Electrical to the ; and
      2. all supplied by Henwood Electrical to the ; and
      3. all inventory of the that is supplied by Henwood Electrical; and
      4. all supplied by Henwood Electrical and further identified in any invoice issued by Henwood Electrical to the , which invoices are deemed to be incorporated into and form part of this agreement; and
      5. all that are marked as having been supplied by Henwood Electrical or that are stored by the in a manner that enables them to be identified as having been supplied by Henwood Electrical; and
      6. all of the ’s present and after-acquired that Henwood Electrical has performed work on or to or in which goods and services or materials supplied or financed by Henwood Electrical have been attached or incorporated.
      7. The above descriptions may overlap but each is independent of and does not limit the others.
   4. “Goods and services” shall also mean all goods, services and advice provided by Henwood Electrical to the and shall include without limitation industrial/commercial electrical break-downs, repairs, maintenance and technical advice, all charges for labour, hire charges, insurance charges, freight costs, or any fee or charge associated with the supply of by Henwood Electrical to the .
   5. “Price” shall mean the cost of the goods and services as agreed between Henwood Electrical and the and includes all disbursements eg charges Henwood Electrical pay to others on the 's behalf subject to clause of this contract.
2. **ACCEPTANCE**
   1. Any instructions received by Henwood Electrical from the for the supply of shall constitute a binding contract and acceptance of the terms and conditions contained herein.
3. **COLLECTION AND USE OF INFORMATION**
   1. The authorises Henwood Electrical to collect, retain and use any information about the , for the purpose of assessing the ’s credit worthiness, enforcing any rights under this contract, or marketing any provided by Henwood Electrical to any other party.
   2. The authorises Henwood Electrical to disclose any information obtained to any person for the purposes set out in clause .
   3. Where the is a natural person the authorities under clauses and are authorities or consents for the purposes of the Privacy Act 1993.
4. **PRICE**
   1. Where no price is stated in writing or agreed to orally the shall be deemed to be sold at the current amount as such are sold by Henwood Electrical at the time of the contract.
   2. The price may be increased by the amount of any reasonable increase in the cost of supply of the that is beyond the control of Henwood Electrical between the date of the contract and delivery of the goods and services .
5. **PAYMENT**
   1. Unless otherwise agreed payment for shall be made in full immediately upon invoice.
   2. Interest may be charged on any amount owing after the 20th day of the month following the date of the invoice at the rate of 2.5% per month or part month.
   3. Any expenses, disbursements and legal costs incurred by Henwood Electrical in the enforcement of any rights contained in this contract shall be paid by the , including any reasonable solicitor’s fees or debt collection agency fees.
   4. Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
   5. A deposit may be required.
   6. Progress payments may apply.
6. **QUOTATION**
   1. Where a quotation is given by Henwood Electrical for :
      1. Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
      2. The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
      3. Henwood Electrical reserves the right to alter the quotation because of circumstances beyond its control.
   2. Where are required in addition to the quotation the agrees to pay for the additional cost of such goods and services .
7. **RISK**
   1. The goods remain at Henwood Electrical’s risk until delivery to the .
   2. Delivery of goods shall be deemed complete when Henwood Electrical gives possession of the goods directly to the or possession of the goods is given to a carrier, courier, or other bailee for purposes of transmission to the .
8. **TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)**
   1. Title in any goods supplied by Henwood Electrical passes to the only when the has made payment in full for all goods provided by Henwood Electrical and of all other sums due to Henwood Electrical by the on any account whatsoever. Until all sums due to Henwood Electrical by the have been paid in full, Henwood Electrical has a security interest in all goods.
   2. If the goods are attached, fixed, or incorporated into any property of the , by way of any manufacturing or assembly process by the or any third party, title in the goods shall remain with Henwood Electrical until the has made payment for all goods, and where those goods are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall deemed to be assigned to Henwood Electrical as security for the full satisfaction by the of the full amount owing between Henwood Electrical and .

* 1. The gives irrevocable authority to Henwood Electrical to enter any premises occupied by the or on which goods are situated at any reasonable time after default by the or before default if Henwood Electrical believes a default is likely and to remove and repossess any goods and any other property to which goods are attached or in which goods are incorporated. Henwood Electrical shall not be liable for any costs, damages, expenses or losses incurred by the or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Henwood Electrical may either resell any repossessed goods and credit the ’s account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed goods and credit the ’s account with the invoice value thereof less such sum as Henwood Electrical reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
  2. At Henwood Electrical’s request the Customer must promptly sign any documents and do anything else required by Henwood Electrical to ensure that Henwood Electrical’s security interest constitutes a first ranking perfected security interest in the items referred to in clause 8.3.
  3. Where goods are retained by Henwood Electrical pursuant to clause the waives the following rights under the Personal Property Securities Act 1999 (the “PPSA”): the right to receive notice under s 120, the right to object under s 121, the right to receive notice for the sale of collateral under s 114(1)(a), the right to receive a statement of account under s 116, rights associated with the removal of accessions under ss 125, 126, 127, 129 and 131 of the PPSA.
  4. The following shall constitute defaults by the :
     1. Non-payment of any sum by the due date.
     2. The intimates that it will not pay any sum by the due date.
     3. Any goods are seized by any other creditor of the or any other creditor intimates that it intends to seize goods.
     4. Any goods in the possession of the are materially damaged while any sum due from the to Henwood Electrical remains unpaid.
     5. The is bankrupted or put into liquidation or a receiver is appointed to any of the ’s assets or a landlord distrains against any of the ’s assets.
     6. A Court judgment is entered against the and remains unsatisfied for seven (7) days.
     7. Any material adverse change in the financial position of the .

1. **PAYMENT ALLOCATION**

* 1. Henwood Electrical may in its discretion allocate any payment received from the towards any invoice that Henwood Electrical determines and may do so at the time of receipt or at any time afterwards and on default by the may reallocate any payments previously received and allocated. In the absence of any payment allocation by Henwood Electrical, payment shall be deemed to be allocated in such manner as preserves the maximum value of Henwood Electrical’s purchase money security interest in the goods and services .

1. **DISPUTES**
   1. No claim relating to will be considered unless made in writing within seven (7) days of delivery/and or installation.
2. **LIABILITY**
   1. The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Henwood Electrical which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Henwood Electrical, Henwood Electrical’s liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
   2. Except as otherwise provided by clause Henwood Electrical shall not be liable for:
      1. Any loss or damage of any kind whatsoever, arising from the supply of goods and services by Henwood Electrical to the Customer, including consequential loss whether suffered or incurred by the or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from provided by Henwood Electrical to the ; and
      2. The shall indemnify Henwood Electrical against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Henwood Electrical or otherwise, brought by any person in connection with any matter, act, omission, or error by Henwood Electrical its agents or employees in connection with the .
3. **CONSUMER GUARANTEES ACT**
   1. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the acquires from Henwood Electrical for the purposes of a business in terms of section 2 and 43 of that Act.
4. **PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES**
   1. If the is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Henwood Electrical agreeing to supply and grant credit to the at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Henwood Electrical the payment of any and all monies now or hereafter owed by the to Henwood Electrical and indemnify Henwood Electrical against non-payment by the . Any personal liability of a signatory hereto shall not exclude the in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.
5. **WORKPLACE HEALTH AND SAFETY**
   1. Some goods supplied by Henwood Electrical may have, due to their intended use and purpose inherent health and safety hazards. Where relevant, the manual and or product information supplied by Henwood Electrical in respect of the goods identifies any actual health and safety hazards.
   2. The purchaser must make its own assessment of the goods and any health and safety hazards they present when operated in the environment for which they were purchased.
   3. Henwood Electrical shall not be liable to the purchaser in respect of any health and safety incident arising as a result of the purchaser using the goods in a manner that is not approved or contemplated by Henwood Electrical.
6. **MISCELLANEOUS**
   1. Henwood Electrical shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
   2. Failure by Henwood Electrical to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Henwood Electrical has under this contract.
   3. If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
   4. We **DO NOT** operate on a “no fix – no charge” basis. It is often the case that the time/labour taken to diagnose a fault, prior to being able to estimate the cost of repair, is a large part of the total repair cost. We reserve the right to recover our costs for this labour, regardless of whether or not the repair is completed (due to such things as parts being no longer available, or the cost of repair being more than the customer is prepared to spend).
   5. We are prepared to “cap” the cost of diagnosis (for Workshop repairs), providing the customer discusses this with us up front (when the job is dropped off/logged), and the “cap” value is agreed upon by both parties.
   6. Our labour is charged from the time we start a job, until the time that it is finished. This is inclusive of travel from the Workshop, time on site, sourcing parts, travel back to Workshop, packaging items for shipping (if required),