



Account Application Form

Company details:	
Company legal name: Trading name: Business phone number: Business physical address: Postal address:	
Manager details:	Accounts details:
Manager name: Email: DD: Mobile:	Contact name: Phone number: Email:
Company Status:	Financial Information:
☐ Limited Liability Company ☐ Self Employed ☐ Partnership ☐ Co-operative ☐ Corporate Entity	Paid up capital: Bank: Accountant:
Declaration:	
I declare that the above statements are true and correct. I agree with the terms and conditions which accompany this document and agree to abide by them.	
Signed:	Date:

Total Air Holdings Ltd Terms and Conditions of Trade

1 - DEFINITIONS

1.1 "Seller" means TOTAL AIR HOLDINGS LTD, and any company which is directly or indirectly a subsidiary of TOTAL AIR HOLDINGS LTD and any duly authorized agent.

1.2 "Customer" means the person, authorized agent or legal entity described in the application, or stated on the invoice or order form, buying goods and/or services from TOTAL AIR HOLDINGS LTD.

1.3 "Supplier" means a third-party firm from whom the seller orders goods to supply the order of a customer.

1.3 "Goods" has the same meaning as section 2 of the Sale of Goods Act 1908 and is any goods provided by the seller to the customer.

1.4 "Services" shall mean all services supplied by the seller to the customer and include any recommendations or advice.

1.5 "Price" shall mean the purchase price of the goods and any other costs payable to the seller by the customer as indicated on the invoice.

1.6 "Guarantor" means the person who has agreed to be liable for the debts of the customer.

2 - ACCEPTANCE

2.1 Any instructions received by the seller from the customer for the supply of goods shall constitute acceptance of the terms and conditions contained herein.

2.2 No agent or representative of the seller is permitted to make any such agreements, representations, conditions, or warranties not expressly confirmed by the seller in writing.

3 - PRIVACY ACT 1993

3.1 The customer permits the seller to collect, use and retain any information concerning the customer, for the purpose of assessing the customer's credit worthiness, to enforce any rights under this contract, or the marketing of any goods & services provided by the seller to any other party.

3.2 The customer permits the seller to disclose information obtained to any person for the purposes set out in clause 3.1.

4 - PAYMENT TERMS

4.2 Payment for goods shall be made in full on or before the 20th day of the month following the date of invoice, unless specific conditions apply to certain items which may require a deposit and progress payments to be paid as per clause 5..

4.3 Interest at the rate of 2.5% per month or part thereof may be charged on any amount owing after the due date.

4.4 Payment may be made by installments if agreed in writing by the seller.

4.5 Any disbursements, expenses and legal costs incurred by the seller for default in payment shall be paid by the customer, including any debt collection agency fees or solicitor's fees.

4.6 An administration fee of the greater amount of \$25.00 or 10% of the amount overdue will be payable 30 days after due date and the seller reserves the right to terminate future supply.

4.7 Payment will be accepted by cash, cheque, credit card, electronic banking or by any other method as agreed in writing by the seller.

5 – DEPOSIT AND PROGRESS PAYMENTS

5.1 Where the customer pays a deposit in advance to the seller the deposit will be deemed held in trust on behalf of the customer until the goods have been delivered or are in transit as per clause 7 below.

5.2 Any deposit paid by the customer will be allocated to goods as they are supplied as per clause 7 and will be deemed as non-refundable and the property of the seller at that point.

6 - PRICE

6.1 Price unless otherwise stated, do not include goods and services tax, other taxes, levies or tariffs, freight or insurance charges which, if applicable, will be an extra charge to the customer.

6.2 Price will be specified on the invoice or quotation and will be the current price at the time of delivery.

7 - RISK AND SUPPLY

7.1 The goods remain at the seller's risk until the delivery to the customer, but when title passes to the customer the goods are at the customer's risk no matter if delivery has been made or not.

7.2 Supply of goods shall be deemed complete when the goods are in transit from the seller when supplied from the seller's store, or in transit from a supplier when the goods have been ordered by the seller on behalf of the customer.

7.3 Where the seller delivers goods to the customer by installments and the seller fails to deliver one or more installments, the customer shall not have the right to recant the contract. The seller may invoice for partial supplies at its discretion.

8 - TITLE

8.1 Title in the goods passes to the customer when the customer has made payment in full for all goods supplied by the seller.

8.2 The customer gives the necessary authority to the seller to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. The seller shall not be liable for damages, costs or expenses or any other losses suffered by the customer as a result of this action.

9 - LIMITATION OF LIABILITY

9.1 The seller shall not be liable for any loss of profits, or any consequential indirect loss, or damage of any kind arising directly or indirectly from any breach of the seller's obligation under this contract or in tort.

9.2 Where the seller is liable to the customer, the maximum cost of any liability shall not exceed the value of the goods or services provided by the seller to the customer.

10 - NON-WAIVER

10.1 Failure by the seller to enforce any of the terms & conditions contained in this contract shall not be deemed to be a waiver of any of the rights the seller has in this contract and is not liable for any indirect loss or expense to the customer.

11 - FORCE MAJEURE

11.1 The seller shall not be liable for failure or delay to perform its obligations if the delay or failure is beyond its control.

12 - RETURN OF GOODS

12.1 The customer shall be deemed to have accepted the goods unless the customer notifies the seller otherwise in writing within 14 days of delivery of the goods to the customer.

12.2 If the goods are not accepted according to clause 7.1 of this contract the customer shall pay for the delivery of the returned goods to the seller.

12.3 The customer will not accept products returned for credit that is in anyway damaged, or not of merchantable quality, or product that has been specially manufactured or procured for the customer.

12.4 The seller, should agreement to accept returns be granted, shall be entitled to charge the customer a re-stocking fee of 15% of the sell price for a product returned in good merchantable quality.

12.5 At the seller's discretion defective goods will be replaced or refunded by the seller if the customer has notified the seller within 14 days of delivery.

13 - CONSUMER GUARANTEES ACT 1993

13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods or services from the seller for the purposes of a business.

13.2 If the customer on sells the goods to a third party, the customer shall indemnify the seller for any losses incurred due to third party claims against the seller.

14 - JURISDICTION

14.1 The contract shall in all respects be deemed to be a contract made in New Zealand and the validity, construction and performance of the contract shall be governed by New Zealand law.

15 - PERSONAL PROPERTY SECURITIES ACT 1999

15.1 The customer agrees that the provisions herein constitute a Security Interest in Personal Property (as those terms are defined in the Personal Property Securities Act 1999 ("PPSA")) in respect of which the seller may register a financing statement on the Personal Property Securities Register.

15.2 The customer hereby waives its rights contained in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PPSA.

16 - ASSIGNMENT

15.1 The customer shall not assign all or any of its rights or obligations under this contract without the written consent of the seller.

17 - CANCELLATION

17.1 The seller may cancel these terms and conditions or cancel delivery of goods and services at any time before the goods are ordered from the seller's supplier by giving written notice. The seller shall not be liable for any loss or damage arising from such cancellation. The customer will be liable for any costs incurred by the seller such as cancellation fees charged by the supplier to the seller.

17.2 If the seller has ordered the goods from a supplier, and has been invoiced by the supplier, the customer may not cancel their order for the goods other than at the seller's sole discretion. and will be liable for any costs incurred by the seller such as restocking fees or cancellation fees.

18 - WARRANTY

18.1 For goods not manufactured by the seller the warranty shall be the current warranty provided by the manufacturer of the goods. The seller shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer's warranty.

18.2 Any fault in workmanship will lead to the customer notifying the seller within 14 days.

18.3 In the case of secondhand goods, the seller provides no warranty to the customer as to the quality or suitability for any purpose of such goods.

19 - INTELLECTUAL PROPERTY

19.1 The seller shall not be liable in respect of any claim which may be made against the seller for infringement of any letters, patent, registered design or copyright which may arise as a result of the seller supplying goods to the customer in accordance with these terms and conditions, and the customer agrees to indemnify and keep indemnified the seller from and against all or any such claims and against all loss, damage, costs and expenses incurred by or recovered against the seller in respect of any such claim.

19.2 Any drawings, specifications and technical data submitted or made available to the customer by the seller shall remain the property of the seller and the customer shall be liable to the seller for any loss, damage, cost or expense incurred by the seller as a result of any unauthorized use or disclosure by the customer of any such drawings, specifications and technical data.

20 - MISCELLANEOUS

20.1 If anything in this agreement is unenforceable, illegal, or void it is severed, and the rest of this agreement remains in force.

20.2 The customer may not claim any counter claim or set-off against any payments due by it to the seller.

20.3 Under no circumstances shall the liability of the seller exceed the price of the goods in the event of a breach of this contract.

20.4 The seller may license or sub-contract all or any part of its rights and obligations without the customer's consent.

20.5 The seller reserves the right to review and change these terms and conditions at any time and will notify the customer of this in writing at which time the changes will take effect.

Initials: **Date:**