



38 Ireland street • ponsonby • auckland  
 p.o box 91718 • amsc • auckland  
 ph 360 8477 • fax 912 1790 • www.ecostore.co.nz

**APPLICATION FOR NEW TRADING ACCOUNT**

*Please sign and return to the above address*

COMPANY NAME:	
TRADING NAME: (if different)	
GST NUMBER:	
TRADING ADDRESS:	
POSTAL ADDRESS:	

BUSINESS COMMENCED: \_\_\_\_\_

COMPANY DETAILS: (Please circle)

RETAILER / DISTRIBUTOR / BUSINESS USE / CO-OP

PH:	
FAX:	
EMAIL:	

FULL NAMES AND PRIVATE ADDRESSES OF PROPRIETORS/DIRECTORS/PARTNERS:

1.	PHONE:
2.	PHONE:

WHO TO CONTACT: ACCOUNTS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 ORDERS: \_\_\_\_\_ PHONE: \_\_\_\_\_

TRADING REFERENCES:

1.	PHONE:
2.	PHONE:
3.	PHONE:

**PURCHASER:**

I/we hereby apply to open a new trading account with Ecostore Company Limited and confirm that I/we have read the conditions of sale on reverse of this application and that I/we are bound by those conditions.

TRADING AS: (Please PRINT) \_\_\_\_\_

NAME OF PERSON COMPLETING FORM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DESIGNATION \_\_\_\_\_ DATE \_\_\_\_\_

# CONDITIONS OF SALE

These Conditions of Sale are current as from 1 October 2008. All goods ordered and accepted from this date are supplied subject to these Conditions of Sale.

## GENERAL

- 1.1 The conditions apply to all goods sold by Ecostore Company Ltd ("Company") to the purchaser of such goods ("Purchaser").  
1.2 If any provision of these Conditions is unenforceable or, if modification is impractical, the provision will be deemed deleted but without affecting the remainder of these Conditions.

## PRICES AND PAYMENT

- 2.1 The prices of the goods are as shown on the Company's Quotation, Confirmation of Order, Packing Note, Dispatch Docket, Invoice or other similar document.  
2.2 Prices quoted exclude Goods and Services and are subject to change without notice.  
2.3 Unless otherwise agreed by the Company all freight charges are the responsibility of the Purchaser.  
2.4 For approved credit account customers, full payment shall be due on the 20th of the month following the date of the invoice.

## DELIVERY

- 3.1 Orders may be modified or cancelled after acceptance only with the written consent of the Company.  
3.2 The Company will use its best endeavours to fulfil any orders but may cancel any order relating to any goods which in the opinion of the Company it is impractical or uneconomical to produce or supply.  
3.3 The Company will use its best endeavours to make delivery at any time specified in an order (if a time is specified) but will not be responsible for any loss or damage sustained by the Purchaser or any person, by reason of any delay in delivery or any failure to fulfil an order or make a delivery, howsoever caused.

## RISK AND TITLE

- 4.1 The risk in the goods shall pass to the Purchaser immediately upon dispatch of the goods by the Company (unless otherwise agreed) but ownership in them shall not pass to the Purchaser until the Purchaser has paid for the goods in full. Until full payment has been made:  
a) The goods will be held by the Purchaser as the Company's bailee and, if directed by the Company, will be stored so that it is clear that they are the property of the Company.  
b) The Company, its agents and employees may without further notice enter any property occupied by the Purchaser to search for and remove the goods.  
c) If the goods have been resold, the Purchaser shall account to the Company as the Company's agent for the proceeds of such a resale.  
d) The Company will not be liable to the purchaser or any other person for the exercise of its right under this clause.

## WARRANTY

- 5.1 The Company warrants that all goods sold are free from defects in materials and workmanship at the date of dispatch by the Company.  
5.2 Where the Purchaser acquires or holds himself out as acquiring the goods for the purpose of a business, the provisions of the Consumer Guarantees Act 1993 are expressly excluded.  
5.3 So far as may be permitted by law:  
a) All representations or terms not expressly set out in these Conditions are hereby excluded.  
b) The Company shall be under no liability whatsoever to the Purchaser in respect of any representations or terms not expressly set out in these conditions, claim for damages against the Company at law (it being the intention that so such damages be recovered).  
c) Insofar as the Purchaser may, notwithstanding the preceding paragraphs of this clause, have any claim it shall in any event be limited to the purchase price of the goods or the actual loss or damage suffered, whichever is the lesser.

## RETURNED GOODS POLICY

- 6.1 If the Company misinterprets a Purchaser's order, the Purchaser may return the goods for full replacement, provided the goods are in good condition and the error is reported to the Company within 7 days after delivery of the goods.  
6.2 The company will replace or give credit for defective goods.

## COMPLIANCE

- 7.1 If any of these Terms and Conditions of Trade are not complied with, Ecostore reserves the right to demand immediate and full payment of accounts and Ecostore or Ecostore's agent may exercise any and all remedies afforded to a secured party by Part 9 of the Personal Property Securities Act 1999 and enter any building or premises owned, occupied, or used by the buyer, to search for and re-take possession of any products supplied by Ecostore.

FOR OFFICE USE—ACCOUNT APPROVAL

FINANCE APPROVED \_\_\_\_\_

DATE \_\_\_\_\_

DEBTOR GROUP : \_\_\_\_\_