

**Account Application**

**Customer Details**

Customer Legal Name: \_\_\_\_\_ (“Customer”)  
 Customer Trading Name: \_\_\_\_\_  
 Company Number: \_\_\_\_\_

**Contact Details for Customer**

Daytime Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Delivery Address: \_\_\_\_\_  
 Postal Address: \_\_\_\_\_

**Accounts Department**

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Postal Address: \_\_\_\_\_

*All invoices from SPQ Limited are sent by email to the Accounts Department email address. However if you would like to also receive a hard copy of the invoice sent to the accounts department postal address please tick this box:*

**Type of Business** (Please circle)

Company      Individual      Sole Trader      Partnership      Other

**Details of all Directors, Partners, Trustees or Sole Trader**

Full Name	Address	Contact Phone
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

**Trade References and Contact Details** (Businesses that can inform us in relation to trading history)

1 \_\_\_\_\_ Phone \_\_\_\_\_  
 2 \_\_\_\_\_ Phone \_\_\_\_\_  
 3 \_\_\_\_\_ Phone \_\_\_\_\_

**Acceptance of Terms of Trade** (Please sign below.)

- (a) I am authorised to sign this application form (incorporating the attached Terms of Trade) for and on behalf of the Customer:
- (b) All information set out above, or otherwise provided in connection with, this application is true and correct:
- (c) I have read and understood the attached Terms of Trade and confirm that the Customer agrees to be bound by these if the SPQ accepts this application and agrees to supply goods to the Customer:

**Authorised Signature of Customer:**

**Signature:** ..... **Date:** .....

**Full Name:** ..... **Title:** .....

**TERMS OF TRADE**

1. **DEFINITIONS:**  
 "Goods" shall mean all Goods supplied by SPQ to the Customer  
 "PPSA" shall mean the Personal Property Securities Act 1999  
 "Price" shall mean the costs of the Goods (exclusive of GST)  
 "SPQ" shall mean SPQ Limited.
2. **CREDIT CHECK**  
 SPQ reserves the right to complete a credit check on the Customer and the Customer will provide all necessary information as requested by SPQ to conduct a proper and thorough credit check.
3. **ACCEPTANCE OF ORDERS**  
 An order for Goods placed by the Customer shall be deemed to be acceptance by the Customer of the provisions of these Terms of Trade. SPQ may in its sole discretion accept or decline an order from the Customer either in whole or in part.
4. **PRICE & PAYMENT**
  - 4.1 All prices are in New Zealand Dollars.
  - 4.2 Prices are based on exchange rates and freight costs current at the time of issue. In the event of increases in costs SPQ reserves the right to increase pricing and will not increase its profit percentage.
  - 4.3 Time for payment of the Goods shall be of the essence and is due no later than the 20<sup>th</sup> of the month following the date of the invoice (the "due date"). If payment in full as per the invoice is not made on the due date SPQ may "without prejudice" to any other rights or remedies available to it charge the Customer default interest at the rate of 5% above SPQ's bank overdraft rate calculated on a daily basis until payment in full has been made by the Customer. The Customer agrees to pay on demand all costs (including commission and legal fees as between solicitor and own client and any other costs) incurred by SPQ or SPQ's agents relating to the recovery of any amounts payable by the Customer to SPQ. All payments by the Customer shall be made without deduction or setoff of any kind. Nothing in these Terms of Trade are intended to amount to a credit contract, nor does SPQ agree to provide credit beyond the due date for payment. If for any reason the Customer fails or refuses to pay and SPQ allows the Customer to continue to trade or delays (whether at the Customer's request or not) in acting upon its rights in respect of the Customer's breach SPQ shall not be taken to have granted credit nor to have waived any of its rights.
  - 4.4 SPQ shall not be bound by clerical errors or omissions whether in computation or otherwise in any acknowledgement or invoice and the same shall be subject to correction. Where a quote has been given, the quote will be open for acceptance by the Customer within the time stated in the quote but where no such time is stated then within 30 days from the date of the quote. To accept a quote, the customer must state the quotation number.
5. **RISK AND TITLE**  
 Risk in the Goods shall pass to the Customer once delivered to the address of the Customer. Title in the Goods shall not pass to the Customer until such time as all Goods supplied to the Customer by SPQ have been paid for in full. Until such payment has been made the Customer shall not sell or dispose of the Goods except in the ordinary course of the Customer's business and the Customer shall hold the proceeds of sale or disposal in a separate trust account to SPQ. SPQ may at any time require the Goods to be returned to it and SPQ shall be entitled to enter any place where the Goods are situated at any time in order to take possession of them. The Customer shall fully indemnify SPQ in respect of any claim or demand which may be brought in respect of such entry and taking of possession.
6. **PPSA/SECURITY/CHARGE**  
 The Customer acknowledges that clause 5 is a security agreement that creates a security interest in the Goods. The Customer agrees that such security interest is taken in all present and after acquired Goods supplied by SPQ to the Customer from time to time and in the Goods, as security for all amounts payable by the Customer to SPQ (including, without limitation, amounts owed in respect of Goods supplied and credit facilities provided by to the Customer from time to time). The Customer upon request shall promptly give SPQ all assistance and information (which the Customer warrants shall be complete, accurate and up to date in all respects) as may be necessary to enable SPQ to register a Financing Statement and to meet all other requirements under the PPSA in respect of the Goods including without limitation executing any variations to these terms of trade as may be reasonably requested by SPQ so ensure that the Security Interest constitutes a Perfected Security Interest. The Customer agrees to SPQ registering a Financing Statement to protect its Security Interest under these terms of trade and waives its right to receive a verification of such Financing Statement. The terms "Security Agreement", "Security Interest" "Perfected", "Financing Statement" and "Proceeds" set out in this clause 6 shall having the meaning set out in the PPSA.
7. **DEFAULT**
  - 7.1 The Customer will be deemed to be in default under these Terms of Trade if:
    - (a) It fails to pay any sum when due under these Terms of Trade;
    - (b) the Customer or the Guarantor allows a judgment or order against it to remain unsatisfied for a period of fourteen (14) days;
    - (c) the Customer or the Guarantor makes or agrees to make an assignment to or composition with its creditors;
    - (d) the Customer or the Guarantor becomes bankrupt or goes into liquidation;
    - (e) the Customer or the Guarantor becomes subject to the appointment of a receiver; or
    - (f) any other creditor of the Customer seizes any Goods of the Customer;
  - 7.2 At any time following a default, SPQ reserves the right to appoint a receiver of all or any of the Goods. The receiver has the power to do all things in relation to the Goods as if the receiver has absolute ownership of the Goods, without in any way affecting any other powers conferred on a receiver by law or otherwise.
  - 7.3 SPQ may charge the Customer any costs incurred (including legal costs) by SPQ in enforcing any rights contained in these Terms of Trade.
8. **DELIVERY OF GOODS/DAMAGED GOODS/SHORTFALLS**  
 SPQ shall deliver the Goods to the address of the Customer and all costs associated with such delivery are the responsibility of the Customer unless agreed otherwise in writing. If any of the Goods delivered are in a damaged state the Customer shall advise SPQ of this in writing within 24 hours from the date of delivery of the damaged Goods failing which SPQ will have no responsibility or liability with respect to such damaged Goods. SPQ will replace any damaged Goods in respect of which it has received notice in accordance with the provisions of this clause as soon as is practicable after receipt of such notice and SPQ's liability in relation to the same shall be limited as set out in clauses 10, 11, 12 and 13. The Customer shall communicate to SPQ any shortfall of Goods in a consignment within 24 hours of receipt of delivery of such consignment. If the Customer fails to notify SPQ within 24 hours the Customer shall be deemed to have accepted the Goods.
9. **RETURNS**  
 Returns (where no claim is pursuant to clause's 8 or 10) will only be accepted where SPQ has been notified by the customer in writing. SPQ reserves the right to charge a 10% handling fee on the returned goods.
10. **DEFECTS**  
 In the event of any defect in the Goods the obligation of SPQ and the remedy of the Customer shall be for SPQ to replace the defective Goods as soon as practicably possible after notification of the defective Goods. All defects must be notified in writing to SPQ within 28 days from the date of delivery of the defective Goods failing which SPQ shall have no responsibility or liability in respect of such defective Goods. At all times, SPQ's liability is limited as set out in this clause and in clauses 11, 12 and 13 hereof.
11. **NO WARRANTIES**  
 Clause 10 sets out SPQ's sole obligation to the Customer and the Customer's sole remedy against SPQ in relation to the Goods and apart from any condition or warranty implied by statute which cannot be excluded, restricted or modified by these conditions SPQ excludes all express or implied warranties in respect of the Goods including but not limited to implied warranties as to fitness for purpose or as to merchantability. All statements, technical information and recommendations about the Goods are believed to be reliable but do not constitute a guarantee or warranty by SPQ.
12. **LOSS**  
 In no circumstances will SPQ be liable (whether in contract, tort, negligence or in any other way) to the Customer for any loss howsoever arising from any Goods supplied by SPQ.
13. **SPQ MAXIMUM LIABILITY**  
 SPQ's total liability under any claim of whatever nature arising directly or indirectly from the Goods supplied by SPQ to the Customer shall not exceed the price paid by the Customer for the Goods to which the relevant claim relates.
14. **FORCE MAJEURE**  
 SPQ will not be liable for any failure to perform the contract or any part of it due to inability to obtain supplies, labour, industrial disputes, delays, act of God, fire food, storm, adverse weather conditions, or other matters beyond its control ("events"). SPQ may cancel an order if the cost to SPQ in supplying any Goods is increased materially as a result of such events and the parties cannot agree on how the additional costs are to be borne.
15. **MISCELLANEOUS/OTHER**
  - (a) If at any time any provision of these Terms of Trade becomes illegal, invalid or unenforceable in any respect then that provision shall be severed from these Terms of Trade and the legality, validity or enforceability of the remaining provisions of these Terms of Trade shall not be affected or impaired in any way.
  - (b) The Customer acknowledges that any variation to the Terms of Trade must be approved by SPQ in writing.
  - (c) Where the Customer and/or the Guarantor shall consist of more than one person, the obligations of the Customer and/or the Guarantor, as the case may be, under these Terms of Trade shall be joint and several.
  - (d) Failure by SPQ to enforce any provision set out in these Terms of Trade shall be not deemed to be a waiver of SPQ's rights pursuant to that provision.
  - (e) At the end of any term of agreement the Customer will offer SPQ the opportunity to compete with any alternative offers to supply goods and services where SPQ can provide such goods and services.
  - (f) The provision of one copy of these Terms of Trade will continue to apply in respect of all ongoing and future goods and services supplied by SPQ to the Customer and both the Customer and SPQ agree that these Terms of Trade apply accordingly. These Terms of Trade shall be governed by and construed in accordance with the laws of New Zealand.