Application for credit account
Please PRINT your details

Full Name of Applicant: _____

Trading as (please tick): Company ☐ Partnership ☐ Sole Trader ☐

Managing Director(s): _____

Street Address: _____

Postal Address: _____

Phone: _____ Mobile: _____

Email: _____

Main Business Activity: _____

How long has the company been in Business? _____ years

Have you been a director of a company put into receivership or a company liquidated by creditor/s? ☐ ☐

Company Incorporated Number (if a company): _____

Bank: _____ Branch: _____

Accounts person for your organisation: _____

Accounts phone: _____ Estimated monthly purchases: $ _____

Accounts email: _____

State three (3) firms who can supply Credit References:

1. _____ Phone: _____

2. _____ Phone: _____

3. _____ Phone: _____

By signing this agreement I agree to the Filters Direct Terms and Conditions

Authorised Signature _____ Date: _____

Name _____ Title: _____

Print Form

Head Office
Unit 3, 22 Sonter Road, Wigram, Christchurch 8042
PO Box 31359, Ilam, Christchurch 8444
Ph: +64-3-341-7229

Auckland Branch
Unit 13, 273 Neilson Street
Onehunga
Auckland 1061
Ph: +64-9-634-5314

Filters Direct Limited

Terms & Conditions of Sale

1 Definitions

"Goods" means all present and after acquired heating, ventilation and air conditioning filters or such other items as shall be supplied from time to time by you including goods supplied by us to you as inventory, provided that:

1.1 Where the goods supplied are your inventory, then all references to goods in these Terms shall be read as references to inventory; and

1.2 Where the goods supplied are not inventory then all references to goods in these Terms shall mean the goods described in any one or more of the relevant order form, packing slip or invoice (or its equivalent whatever called) relating to those goods, on the basis that each such document shall be deemed to be incorporated in and form part of, these Terms.

"Inventory" has the meaning given to that term in the Personal Property Securities Act 1999.

"PPSA" means the Personal Property Securities Act 1999 as amended or substituted from time to time.

"Services" means any repairs or alterations carried out by us from time to time on your behalf.

Unless the context otherwise requires, words and phrases shall have the meanings given to them in, or by virtue of, the PPSA.

2 General

2.1 Any/all orders accepted by Filters Direct Ltd. (called herein after as "The Company") by the customer with prior notice to these terms and conditions will indicate full acceptance to these terms and conditions. No variation will be binding on the company.

3 Prices and Payment

3.1 Goods and services will be invoiced at prices stated and do not include freight charges. The company's prices are subject to change without further notice. All prices are exclusive of G.S.T.

3.2 Unless agreed in writing by the company, payment is to be made in full by the 20th of the month after date of invoice (the due date)

3.3 Interest may be charged on monies outstanding after the due date at a rate of 15% per annum, until payment of outstanding money is made in full (including all incurred interest charges)

3.4 The company reserves the right to withhold goods and / or services until outstanding money is received.

3.5 Quotations are subject to acceptance within 30 days after which time any price offered will become invalid. All quotations will be priced G.S.T exclusive unless otherwise stated.

3.6 Debt recovery charges will be paid by customer if required.

4 Personal Property Securities Act 1999

4.1 Agreement

The customer hereby confirms that it accepts that this agreement is a security agreement which provides for a security interest in favour of the Company in all goods previously supplied by the Company to you (if any) and all after acquired goods supplied the Company to the Customer (or for the customer's account); and

4.2 Security

The customer acknowledges and agrees that:

4.2.1.1 By assenting to these Terms, the customer grants a security interest (by virtue of the retention of title clause in these Terms) to the Company in all goods previously supplied by the Company to the customer (if any) and all after acquired goods supplied by the Company to the Customer (or for the customer's account); and

4.2.1.2 These terms shall apply notwithstanding anything, express or implied, to the contrary contained in the customer's purchase order.

5 Financing Statement

The customer undertakes to:

5.1 Sign any further documents and/or provide any further information (which information the customer warrants to be complete, accurate and up-to-date in all respects), which the Company may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register.

5.2 Not register a financing change statement or a change demand in respect to the goods (as those Terms are defined in the PPSA) without our prior written consent; and

5.3 Give the Company not less than 14 days prior written notice of any proposed change in the customer's name and/or any other changes in the customer's details (including but not limited to, changes in the customer's address, facsimile number, trading name or business practice.

5.4 All expenses, costs (including actual legal costs) fees and disbursements incurred by the Company in recovering the money and any other amounts payable under the Terms shall be recoverable from the Customer. The Customer agrees that it will upon demand by the Company pay all costs incurred by the Company in registering and maintaining a financing statement (including financing change statements) on the Personal Property Securities Register and/or enforcing or attempting to enforce the security interest created by these conditions of sale including subordination agreements. The Customer also agrees that it will be responsible for the full cost incurred by the Company (including actual legal fees and disbursements on a solicitor and own client basis) of obtaining an order pursuant to Section 167 of the PPSA.

6 Waiver and Contracting Out

Unless otherwise agreed to in writing by us the customer waives the right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest.

To the maximum extent permitted by law, the customer waives its rights and, with our agreement, contracts of its rights under the sections referred to in sections 107 (2) (C) to (e) and (g) to (I) of the PPSA.

The customer agrees that nothing in sections 114 (a), 133 and 134 of the PPSA shall apply to these Terms and, with our agreement, contracts out of such sections.

The customer and the Company agree that section 109 (1) of the PPSA is contracted out of in respect of particular Goods if and only for as long as we are not the secured party with priority over all other secured parties in respect of those Goods.

Your agree that immediately on request by the Company you will procure from any persons considered by the Company to be relevant to its security position such agreement and waivers as the Company may at any time require.

The Company shall be entitled to enter onto your premises for the purpose of recovering goods supplied for which payment in full has been made. If such goods are sold by you prior to payment for the goods to the Company then the proceeds of the sale shall be the property of the Company.

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7 Title and Risk

7.1 Title of the goods shall not be transferred to the customer until all money outstanding is paid in full to the company and all direct debits and/ or credit card payments have cleared. At all times Filters Direct Limited shall be entitled to recover from the customer the value of the goods (as invoiced) as a liquidated sum.

7.2 The goods remain at the companies risk until the delivery to the customer, at which time risk is transferred to the customer.

8 Orders

8.1 The company is under no obligation to accept orders from the customer

8.2 Cancellation or variations to any orders will be accepted if advised to the company in writing. The company will be entitled to invoice the customer for any / all costs incurred by the cancellation or variations.

9 Delivery

9.1 A delivery period indicated to the customer in a quotation, either in writing or verbal, shall be subject to confirmation by the company on acceptance of the customer's order. Dates quoted for delivery are approximations only and the company will not accept any liability for loss, damage, injury or expenses in the result of the delivery.

9.2 The company shall be entitled to supply before due date of delivery if goods or services are available.

10 Return of Goods

10.1 It is at the company's discretion weather it is to except or reject the return of goods. If it is agreed that the goods can be returned for credit it must be within a period of not less that 30 days from date of invoice. Goods to be returned at customers expense.

10.2 Goods that are not normal stock items or have been manufactured as a "special" for the customer will not be accepted For return

11 Warranty

11.1 The company will endeavour to pass on to the customer the benefit of any manufactures warranties to goods or Component parts of goods.

11.2 The company shall not in any circumstances be liable to the customer or other party in respect of consequential loss. Damage or injury howsoever arising.

11.3 Warranty is not transferable to any third party. It remains solely with the original purchaser.

12 Interpretation

12.1 Any contract to which these conditions apply shall be construed and take effect in all respects in accordance with New Zealand law.

13 Consumer Guarantees Act

13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the consumer acquires goods or Service from the company for the purpose of a business in terms of section 2 and 43 of the act.

14 Force Majeure

14.1 In the possible event that the company be delayed or stopped from making delivery to any cause whatsoever beyond the Company's control, then the company shall be at liberty to cancel or delay the order without incurring any liability for any Loss, damage, injury or expenses resulting there from.

15. Miscellaneous

15.1 In no circumstances whatsoever will the company have any liability in respect of any indirect or consequential loss Suffered by the customer.

15.2 The customer undertakes to keep prices of goods and services confidential.

15.3 If any provision of this contract shall be invalid or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

16. Information and Privacy Act

For the purposes of facilitating the administration of the Company's business, the Buyer Authorizes the Company:-

16.1 to collect all information it may require about the Buyer from any third parties and authorizes those third parties that information to the Company; and

16.2 to hold all information given by the Buyer or any third party to the Company; and

16.3 to use that information including giving the information to any other person to facilitate collection of debts from the Buyer.

Please refer to our website www.filtersdirect.co.nz for any updated or amended Terms & Conditions.

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