

APPLICATION FOR CREDIT ACCOUNT



Date _____

Trading Name _____	Registered Co / Partnership / Sole Trader / Delete Two)
Company Name _____	
Trading Name (if different from Company Name) _____	
Registered Address _____	
E-mail Address _____	
Phone Number _____	Fax Number _____
Delivery Address _____	

Accountants (Where Applicable) _____	
Phone Number _____	
Solicitors _____	
Phone Number _____	
Type of Business _____	
Date Established _____	Incorporation Number _____
Name of Bank _____	Branch _____ Phone Number _____

ACCOUNT ENQUIRIES	
Contact Person _____	Phone Number _____
Fax Number _____	Email Address _____
Mobile _____	

TRADE BUSINESS REFERENCES		
Name _____	Phone Number _____	Date a/c opened _____
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
(Note: Three current references required).		

  	700 Great South Road, Penrose P O Box 9826, Auckland, New Zealand www.lesasystems.co.nz	Tel: 64 9 526 7136 Fax: 64 9 525 2139 Freephone: 0800 74 LESA (0800 74 5372) Email: sales@lesasystems.co.nz
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DIRECTORS (All directors required to complete)

Full Name	_____		
Address	_____		
Date of Birth	_____	Phone Number	_____
Fax Number	_____	Email Address	_____
Mobile	_____		
Full Name	_____		
Address	_____		
Date of Birth	_____	Phone Number	_____
Fax Number	_____	Email Address	_____
Mobile	_____		

Please use an additional piece of paper to provide other directors details and / or any other support documentation, if required.

I / we have LESA SYSTEMS 2017 LIMITED Terms and Conditions of Trade and Sale of Goods which has been provided and initialled along with this application. I / we acknowledge that all orders are accepted and all sales are made only on those standard conditions or any revision of them which may be made from time to time, unless and to the extent that any special contract that is made in writing between LESA SYSTEMS 2017 LIMITED and is executed by or on behalf of an authorised signatory of LESA SYSTEMS LIMITED, has the effect of replacing or varying such standard conditions.

I / we authorise LESA SYSTEMS 2017 LIMITED to disclose details of this application and LESA SYSTEMS 2017 LIMITED dealings with or information held about me / us to any person or organisation authorised by LESA SYSTEMS 2017 LIMITED. I / we hereby authorise LESA SYSTEMS LIMITED to make enquiries of any person or organisation in relation to this application and the conduct of this Credit Facility (if granted) and authorising / request any person or organisation so approached to provide the requested information to LESA SYSTEMS 2017 LIMITED.

The customer warrants that the person's signature on this agreement is authorised to apply for credit as a representative of the customer to sign this form.

PERSONAL GUARANTEE

Where you are an incorporated entity applying for credit, you are required to provide guarantor(s) acceptable to the Company before an account with LESA SYSTEMS 2017 LIMITED is opened or approved.

Signature	_____	Name	_____
Title	_____	Date	_____

I / we the above named company director/s have read, understand and agree with the Terms and Conditions of LESA SYSTEMS 2017 LIMITED. In executing this document I / we offer my / our irrevocable and unconditional personal guarantee hereto.



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TERMS AND CONDITIONS OF TRADE AND SALE OF GOODS

DEFINITIONS

- A) "Lesa" shall refer to LESA SYSTEMS 2017 LIMITED, its successors and assignees.
- B) "The Customer" shall refer to the purchaser of goods from LESA SYSTEMS 2017 LIMITED in accordance with the Agreement of which these Terms and Conditions of Trade and Sale of Goods form part.
- C) "The Client" shall refer to a third party to whom The Customer supplies any goods purchased from LESA SYSTEMS 2017 LIMITED.

TERMS AND CONDITIONS

1. Quotations and Orders

- 1.1 A quotation ceases to be binding on Lesa 30 days after the date on the quotation. Lesa reserves the right to withdraw the quotation at any time prior to the expiry date.
- 1.2 Any variations from plans and specifications submitted to Lesa or from measurements taken on site will be charged for on the basis of the quotation.
- 1.3 Where products quoted are imported, and the products are not in stock in New Zealand or otherwise purchased at time of quotation, Lesa reserves the right to adjust prices to reflect currency fluctuations. For products imported, Lesa also reserves the right to charge, in addition to quoted prices, reasonable additional and increased expenses incurred due to circumstances beyond the control of Lesa.
- 1.4 Acceptance of quotations must be made in writing for Lesa to be bound to act on the acceptance, errors and omissions excepted.
- 1.5 Quotations are exclusive of freight and handling, GST and any other taxes and / or statutory charges, unless noted otherwise, and such charges are payable by The Customer in addition to quoted prices.
- 1.6 The Consumers Guarantees Act shall not apply to goods supplied to a business customer.
- 1.7 Where goods are offered from stock, then the contract is conditional upon the goods being available at time of receipt of The Customer's order.
- 1.8 No orders may be cancelled by The Customer without the express consent of Lesa, once the Customer has issued a Purchase Order or Instruction which will have been deemed as acceptance of all Lesa terms, and that forms a contract to supply.

2. Credit

- 2.1 Where credit for payment has not previously been established between The Customer and Lesa and a Credit Application is made, under the terms of The Privacy Act, The Customer irrevocably authorises any person or company to provide Lesa with such information as it may require in response to its credit enquiries. The Customer authorises Lesa to furnish to any third party, details of the application and any subsequent dealings that The Customer has with Lesa as a result of the application being actioned by Lesa.

3. Payment

- 3.1 Payment must be made on or before the 20th of the month following the date of the Invoice.
- 3.2 Payment must be made in full without deduction or retention.
- 3.3 Payment by due date is a condition precedent to subsequent deliveries.
- 3.4 Where payment is not made in full on the due date, Lesa reserves the right to charge a late penalty payment fee of monies outstanding beyond the due date, at a rate of eleven percent (11 %) per month, until payment is made in full.
- 3.5 Where Lesa incurs expenses in recovering overdue money owed, all costs and expenses incurred, whether through solicitor, credit collection agency or through any other party, those expenses will become additional to money owed and will be payable in full by The Customer.
- 3.6 Receipt by Lesa of any cheque or other bill of exchange or any promissory note shall not be deemed payment or conditional



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payment until the same has been honoured or cleared and until such time shall not prejudice Lesa's rights in relation to The Customer or the goods.

4. Ownership of Goods

- 4.1 Delivery of goods is made on the express condition that the risk in the goods shall pass to The Customer upon delivery but that ownership is reserved and the goods shall remain the property of Lesa until payment for the goods is made in full.
- The Customer agrees that should you The Customer (for any reason whatsoever) fail to pay for the said goods / or materials rendered thereto, you agree to Lesa or its agents or assignees placing a secured interest over the said goods / materials by way of the Personal Property Securities Act 1999 (Act).
- Furthermore Lesa may exercise its rights under the said Act by giving The Customer seven days notice in writing (to your last known address) and having given such notice may take any or all of the following options -
- i Take a secured interest by way of the Personal Property Security Act 1999 in the goods / materials duly supplied by Lesa.
 - ii Record a secured interest by way of the Personal Property Security Register in the goods / materials rendered thereto by Lesa or its agents or assignees.
 - iii Recover by way of a seizure any and all goods / materials duly supplied by Lesa in accordance with the Personal Property Security Act 1999.
 - iv Charge for all the cost of such seizure and storage thereto, or other costs whatsoever in the execution of such action.
- 4.2 Delivery of goods is made on the condition that where onward sale is made to a third party (The Client), the goods remain vested in The Customer and shall not pass to The Client until The Customer has paid the purchase price in full.
- 4.3 If the goods have, prior to payment in full, been resold or incorporated into the fabric of a Building structure, or delivered to premises over which a third part is able to take control, then any book debts thus created, to the amount of the indebtedness to The Customer to Lesa, shall be held in Trust for Lesa by The Customer and shall not form part of any security offered or provided to a third part for any reason whatsoever, and the Officers of The Customer where The Customer is a company personally guarantee that such debts are held in Trust.
- 4.4 Where goods have been sold to a Third Party, and that party makes or has made payment of the goods, and The customer has not made payment of all monies owed to Lesa, then all monies outstanding shall be put into and held in Trust for Lesa by the Customer until such time as payment in full is made for all outstanding amounts, and the Officers of The Customer, where The Customer is a company, personally guarantee that such monies are held in Trust.

5. Warranty of Suitability

- 5.1 All goods must be used strictly in accordance with the recommendations of the manufacturer and / or Lesa. Lesa Systems 2017 Ltd does not accept responsibility for the performance of any goods not used strictly in accordance with recommendations.
- 5.2 The application of and installation of all goods must be undertaken using good accepted Trade practices in all respects including the installation of associated products and materials, and Lesa accepts no responsibility for failure to follow good, accepted trade practices.
- 5.3 The Customer must be able to demonstrate that it has taken reasonable steps to understand the requirements of satisfactory installation of Lesa's products, and furthermore, The Customer indemnifies Lesa Systems 2017 Ltd against any loss, of any nature arising from unsatisfactory presentation of Lesa's products, as a result of installation, which is not in accordance with this Agreement.
- 5.4 All conditions and warranties as to the quality of the goods supplied or fitness for any particular purpose, whether expressed or implied, whether statutory or otherwise and whether oral or in writing are hereby expressly excluded and negated as against The Customer but every care will be taken to ensure that the goods supplied conform to Lesa's standards or to specification (within the limits of reasonable commercial accuracy) and will be of good material and workmanship. In no circumstances whatsoever does Lesa accept any liability whatsoever to The Customer for any consequential loss or damage which may in any way arise from the use of the goods supplied.



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6. Liability

- 6.1 Lesa's liability to the buyer for any defective goods and loss caused by defective goods is limited to, at Lesa's option, to:
- i Replacing, at the premises of Lesa, any goods which The Customer is entitled to reject;
 - ii Refunding the sale price of the goods rejected.
- 6.2 No claim by The Customer based on defective goods will be allowed unless:
- i The claim is notified in writing to Lesa within 21 days of delivery to The Customer, quoting invoice number;
 - ii Lesa is given reasonable opportunity to investigate the claim;
 - iii In respect of defective goods not manufactured by it, Lesa shall not be liable to pay to the Customer any amount in excess of such amount if any that Lesa receives from the manufacturer.
- 6.3 Lesa's liability for shortages in quantity and loss consequential to shortages in quantity is Limited to making up shortages. No claims for shortages in quantity shall be allowed unless:
- i Lesa is notified in writing of the shortage within 7 days of receipt by The Customer;
 - ii Lesa is given reasonable opportunity to investigate the claim and is given first option to rectify.

7. Limit of Liability

Lesa accepts no responsibility in respect of any kind suffered by You, whether direct or indirect consequential or economic profits, expenses or otherwise, because of an act on behalf of Lesa, an employee, or agent, whether such act was through negligence or omission, or through failure to supply products or services of a particular nature, type or size, or for failure to provide within a specified time period or otherwise. In any case, and at the Company's sole discretion, liability shall be limited to the amount the customer would have paid should the transaction have met the requirements of the customer.

8. Disputes

- 8.1 Credits sought for returned goods are at Lesa's discretion and must be:
- i Returned within 30 days after receipt
 - ii Returned freight free
 - iii In a good and saleable condition in manufacturer's / supplier's original containers unsoiled and undamaged.
- 8.2 Goods which are procured items will not be accepted for credits.
- 8.3 Lesa may, at its discretion, charge an administrative fee in respect of all returned goods up to 20 percent (20%) of the price of the goods returned.

9. Agreement to Mortgage

Lesa shall have the right to complete and register a mortgage at Your cost over any property owned by You situated in New Zealand, to secure monies owed by You to Lesa, and Lesa shall have the right to place a caveat on any such property for the purposes of this provision. You irrevocably appoint Lesa as Your agent and attorney for the purpose of executing such mortgage or caveat.



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