

FEATHER MERCHANTS NZ

(subsidiary of Flyshop NZ Ltd)

6587 Arundel Rakaia Gorge Road RD12 Rakaia 7782

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orders@feathermerchants.co.nz

CREDIT ACCOUNT APPLICATION

Trading Name: _____ Trading _____ years

Physical Address: _____ Phone: _____

_____ Fax: _____

Postal Address _____ Contact: _____

Email Address: _____

Legal Status: (Please Circle) Limited Liability Company Partnership Sole Trader

Registered Company Name: _____

Registered Address: _____

Name of Accountant: _____ Tel: _____

Name of Bank: _____ Tel: _____

Details of Directors/Partners/Proprietors:

	<u>Name</u>	<u>Address</u>	<u>Designation</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Trade / Credit References;

1. _____

2. _____

3. _____

* The applicant understands the above may be approached to provide credit history details

The applicant agrees to comply fully with all terms and conditions of trade attached below

Signed: _____ Position: _____

Print Name: _____ Date: _____ / _____ / _____

Name of Personal Guarantor(s) _____

Signed by Personal Guarantor(s) _____

Witnessed By _____

Signature

Name

Address

Feather Merchants NZ Terms of Trade

Definitions

In these conditions unless the context otherwise requires:

- Company means Feather Merchants NZ.
- Buyer means the person, or company buying the goods from the Company.
- Products and/or services mean the products and/or services being purchased by the Buyer from the Company.
- Contract means the contract between the Company and the Buyer for the purchase of the goods.
- Date of the contract means where the contract arises from a quotation given by the Company, i) the date of acceptance of the order by the Company; or ii) Where the contract arises from a quotation given by the Company, the date upon written notification of acceptance of the quotation is received by the Company.
- Contract price means the price of goods as agreed between the Buyer and the Company.
- Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.

Acceptance

If any instruction is received by the Company from the Buyer for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

Price

- The Price shall be as indicated on invoices provided by the Company to the Buyer in respect of products and/ or services supplied; or
- The Price shall be the Price of the Company's current Website Price List at the date of delivery of any goods.

Time for payment for the products and/or services shall be of the essence and will be stated on the invoice. If no time is stated then payment shall be due on delivery of any goods.

The Buyer agrees that the cost Price shall be determined by the Company.

The Company reserves the right to charge for packaging and delivery costs.

Payment, Late Payment, Default of Payment and Consequences of Default of Payment

The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Buyer and the Company.

Subject to any provision to the contrary in the Contract, payment (being cash unless otherwise arranged in advance and confirmed in writing by Feather Merchants NZ Ltd shall be received on or before the 20th of the month following the date of the Company's invoice to the Buyer, which shall be issued promptly on or after delivery of the goods.

In default of prompt payment, The Company may levy a collection administration fee of \$15 per month while the account is in default and The Buyer agrees to pay this fee along with other monies outstanding, without delay.

Late payment shall incur interest at the rate of 18% per annum calculated on a daily basis. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by the Company, but without prejudice to the Company's other rights or remedies in respect of the Buyer's default in failing to make payment on the due date.

The Buyer unreservedly undertakes to indemnify The Company and pay its collection costs plus all and any expenses which it may incur in collection of outstanding monies overdue from The Buyer.

Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.

In the event that:

- any money payable to the Company becomes overdue, or in the Company's opinion the Buyer will be unable to meet its payments as they fall due; or
- the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Company's other remedies at law
- the Company shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

Governing Laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

Dispute Resolution

The Company will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

Reservation of Title

Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full. In the event of delayed or non payment without proper cause, The Company, is irrevocably authorised to enter any premises in which the goods may be stored, to take possession of the goods, without being liable for damages of any nature in respect of such goods being removed

Warranty

The Company warrants that it will repair or make good any defects in the goods, if notice of the claim is received by the Company within seven (7) days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the Buyer shall be responsible at its cost and risk for shipment of the defective goods to the place specified. (This does not default the Company from its responsibilities under the Consumers Guarantees Act)

Liability

The Company shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Company's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Company against any claim by any such person.

Guarantor

Where the Customer is a company or partnership, the person(s) referred to as guarantor(s) in this contract shall personally jointly or severally agree to guarantee the obligations of the Customer.