

Aqua Premium



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Ingleburn NSW 2565
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W: www.aquapremium.co.nz

APPLICATION FOR A BUSINESS ACCOUNT

Business Contact Information			
Applicant (Company/Business Name):			
Contact Name & Position:			
Phone:		Fax:	
Registered Address:			
City:		State:	Postcode:
Date Business Commenced:		Email:	
How long at current address?		Company ABN:	
Type of business (please tick):			
Proprietary Company:	Limited Company:	Sole Proprietor:	Other:
Accounts Information			
Account Person Name:			
Accounts Address:			
City:		State:	Postcode:
Phone:	Fax:	E-mail:	
Business / Trade References			
Company Name:			
Address:			
City:		State:	Postcode:
Phone:	Fax:	E-mail:	
Type of Account:			
Company Name:			
Address:			
City:		State:	Postcode:
Phone:	Fax:	E-mail:	
Type of Account			
Company Name:			
Address:			
City:		State:	Postcode:
Phone:	Fax:	E-mail:	
Type of Account			

Agreement

By signing below the applicant acknowledges:

1. When accepted by Aqua Premium NZ, this credit application forms part of a legally binding contact between Aqua Premium NZ and the applicant.
2. Aqua Premium NZ can accept or reject any application at its sole discretion.
3. By submitting this application, the applicant authorises Aqua Premium NZ to make inquiries into business/trade references supplied.
4. The applicant agrees to be bound by the terms contained in the Aqua Premium NZ Terms and Conditions document contained in Appendix 1 which form part of the contract between the applicant and Aqua Premium NZ.
5. Aqua Premium NZ reserves the right to alter any of the terms of the agreement between it and the applicant at its sole discretion by providing the applicant with written notice of the new terms by mail to the trading address or registered address, or by providing a copy of those terms with any stock delivery, or by emailing the new terms to the applicant. The applicant shall be deemed to have accepted the new terms where the applicant places an order after Aqua Premium NZ provides notice of the new terms in accordance with this clause.

Signature:

Print name:

Title:

Date:

Signature:

Print name:

Title:

Date:



TERMS AND CONDITIONS

1. Interpretation

- a. **Aqua Premium NZ** refers to Aqua Premium NZ Pty Ltd.
- b. **Purchaser** refers to the applicant as nominated on the credit application form.

2. Pricing

- a. All prices include GST.
- b. Additional freight and handling charges may apply to each order.
- c. Prices may be subject to change without notice.
- d. Aqua Premium NZ will use its best endeavours to ensure purchasers are aware of current pricing.
- e. In the event that there is a discrepancy between prices on any documents provide by Aqua Premium NZ, the invoice price will be binding.
- f. Any negotiated discounts are automatically cancelled, and full list price becomes payable if payment is not received within 30 days of the invoice date.

3. Orders

- a. Aqua Premium NZ reserves the right to accept or decline in whole or in part any order received.
- b. Once an order is placed and is accepted by Aqua Premium NZ it becomes binding on the purchaser.
- c. By placing an order the purchaser agrees to these terms and conditions.

4. Freight

- a. The following freight and handling charges will apply:
Free Freight on orders above \$600 (ex gst)
Invoices under this amount of available stock a freight charge will apply.

5. Payment Terms

- a. All orders are to be prepaid unless Aqua Premium extends the purchaser a line of credit.
- b. Where Aqua Premium NZ extends to the purchaser a line of credit, **all invoices are to be paid within 30 days** of the invoice date unless Aqua Premium notifies the purchaser in writing that alternative payment terms apply.
- c. All negotiated discounts are automatically cancelled once payment is overdue.
- d. Invoices more than 30 days overdue bear interest at 8% per annum.
- e. All payments are to be made via any of the following payment methods:
 - i. direct deposit to the following account:
Account name: Aqua Premium NZ
BSB: 02-0108 Acc No: 0464683-000; or
 - ii. cheque; or
 - iii. cash on delivery.
- f. A \$15 fee will apply to all dishonoured cheques.
- g. Any credit extended to the applicant may be reduced or eliminated by Aqua Premium in its absolute discretion.

6. Returns

- a. To the extent permitted by law, Aqua Premium NZ will accept or decline returned goods at its absolute discretion.
- b. Purchaser is to pay all freight and a 10% handling fee on all returns.

7. Retention of title

- a. All goods supplied by Aqua Premium NZ remain the property of Aqua Premium until the entire invoice amount is paid for in full.

8. Risk

- a. Insurance for all goods is the responsibility of the purchaser.
- b. Risk for damage or loss caused by a third party carrier shall be borne by the purchaser.
- c. Missing or damaged items must be reported within 24 hours of the goods being received by the purchaser.

9. Claims

- a. All claims arising from invoices must be made within 7 days of the invoice date.

10. Default by the purchaser

- a. Where payment is more than 45 days overdue, the purchaser will be deemed to be in default of payment.
- b. Where the purchaser is in default of payment
 - i. All costs of collection including legal fees and court fees shall be paid by the purchaser
 - ii. The purchaser grants Aqua Premium or its representative permission to enter the purchaser's property and retrieve any good supplied by Aqua Premium NZ to the value of the total amount owed by the purchaser to Aqua Premium NZ

11. Cancellation or suspension of trading account

- a. Aqua Premium NZ may suspend or cancel a trading account in its absolute discretion including without limitation where
 - i. Aqua Premium believes the ability of the purchaser to pay for orders placed is impaired; or
 - ii. the purchaser is in default of payment; or
 - iii. the purchaser does not provide payment by the due date on several occasions; or
 - iv. the purchaser is in breach of these terms and conditions.

12. Change of ownership or cessation of business

- a. The purchaser must notify Aqua Premium NZ of any proposed change of ownership of its business or if the purchaser intends to cease trading.
- b. Such notice must be received at least 60 days prior to any change of ownership or cessation of business.

13. No Waiver

- a. Where there terms grant Aqua Premium NZ a right against the purchase which Aqua Premium does not enforce, that right is not waived and Aqua Premium NZ may enforce that right at any time.

14. Amending these terms

- a. Aqua Premium NZ reserves the right to alter any of these terms and conditions at its sole discretion by providing the applicant with written notice of the new terms by mail to the trading address or registered address, or by providing a copy of those terms with any stock delivery, or by Emailing the new terms to the applicant.
- b. The applicant shall be deemed to have accepted the new terms where the applicant places an order after Aqua Premium provides notice of the new terms in accordance with this clause.
- c. Any verbal agreement will not alter any of these terms and conditions unless in writing signed by Aqua Premium NZ.

In consideration of Aqua Premium NZ Pty Ltd ("the seller") supplying goods and providing credit to _____, ("the purchaser"),
 Name of company

I/we _____ and _____ of
 Name of director Name of second director (if applicable)

_____ and
 Address of director

 Address of second director (if applicable)

(the "guarantor(s)"):

1. Unconditionally, jointly and severally guarantee:
 - a. The due and punctual payment to the seller all amounts which are now owed by the purchaser to the seller and all further sums which will be owed by the purchaser to the seller from time to time; and
 - b. The performance and observance by the purchaser all of its obligations express and implied in its agreement with the seller.
 - c. In the event that the purchaser fails to pay an amount owing to the seller when it falls due, I/we will immediately pay the relevant amount on demand to the seller.

The guarantor(s) further agree that:

2. This is a continuing and irrevocable guarantee and binds the guarantor(s) despite any liquidation, administration or receivership of the purchaser and despite any waiver or extension of time granted by the seller to the purchaser.
3. In the event of any breach by the buyer covered by this guarantee, including the payment of the balance purchase price, the seller may proceed to recover the amount claimed as a debt or as damages from the Guarantors jointly or severally without having first instituted legal proceedings against the buyer and without first exhausting the seller's remedies against the buyer.
4. The guarantor(s) jointly and severally indemnify the seller against any loss, damage or expense of any nature suffered by it or in respect of any action, demand or proceedings made or taken against it as a result of the failure to comply with or a breach by the buyer of its obligations or warranties under the Contract.
5. **I/We have been advised to obtain independent legal advice before executing this guarantee but have either waived or declined to take independent legal advice. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the purchaser to the seller.**

Executed as a deed on the _____ day of _____ of year _____.

Signature of director: _____ Signature of director: _____

Signature of witness: _____ Signature of witness: _____

Name of witness: _____ Name of witness: _____

Address of witness: _____ Address of witness: _____
