



0800 224 653

Credit Application Form

V 10/09



COMPANY NAME: _____

Section 1

Main Contact Person for Sales

Name:	
Email:	
Tel:	
Fax:	
Mobile:	
Hobbies:	(i.e. Golf, Motorsport...)

Main Contact Person for Accounts

Name:	
Email:	
Tel:	
Fax:	
Mobile:	

Additional Contact Person

Name:	
Email:	
Tel:	
Fax:	
Mobile:	

Section 2

- Do you require priced delivery dockets? YES / NO
- Do you want Holer to set a credit limit? YES / NO
- Purchase Order numbers required? YES / NO
- Estimated Annual Purchasing: \$ _____
- Do you wish to receive invoices by? POST / EMAIL
- Do you wish to receive a quarterly newsletter by? POST / EMAIL
- Do you wish to receive promotions/specials via email? YES / NO

Multiple Branches: (only fill out if applicable)

- Where do you want invoices to be posted to? HEAD OFFICE / INDIVIDUAL BRANCHES
- Do you want consolidated statements to head office? YES / NO, individual statements for each branch



Head Office: PO Box 3464, 65 Main Road, Richmond, Nelson. Ph (03) 543-9750, Fax (03) 544-0110
 www.holer.co.nz info@holer.co.nz

Credit Application Form

(Please print clearly!)

NAME OF APPLICANT.....

Limited Liability Company / Sole Trader / Partnership (delete not applicable)

TRADING NAME (if different from above).....

POSTAL ADDRESS:

DELIVERY ADDRESS:

.....

.....

PHONE NO:.....

FACSIMILE NO:.....

NAME OF HOLER REPRESENTATIVE YOU HAVE DEALT WITH.....(if applicable)

FULL DETAILS OF DIRECTORS / SHAREHOLDERS:

NAME:	ADDRESS	TELEPHONE	FAX
.....
.....
.....

MAIN BUSINESS ACTIVITY? Bricklaying / Concrete Cutter / Construction / Contractor / Demolition / Drain Laying / Flooring / Hire / Paving / Plumbing / Reseller (Stockist) / Reseller (Non-stockist) / Stone / Tiles (Please circle one) Other.....

TRADE REFERENCES (excludes associated companies and utility suppliers, e.g. phone & electricity providers)

NAME:	ADDRESS	TELEPHONE	FAX
1.
2.
3.

I/we undertake to pay amounts invoiced on the 20th of the month following invoice date unless written agreement exists otherwise.
 I/we agree to pay any charges /expenses incurred in the collection of debts owed as a result of non-payment breaching the terms and conditions of sales.
 I/we agree for Holer New Zealand Ltd to do a credit check on the company / directors / partners. (Clause 10 of the Terms & Conditions)
 I/we undertake to personally guarantee payment of any overdue balance on Holer New Zealand's written request.
 I/we have read the Holer New Zealand Ltd terms and conditions of sale and hereby agree to the said terms and conditions.

Signed..... Name..... Position..... Date.....
 Signed..... Name..... Position..... Date.....

OFFICE USE ONLY:
 SALES PERSON..... CLIENT CATEGORY..... ACCOUNT#.....
 DISC TABLE..... CR LIMIT.....

TERMS & CONDITIONS OF SALE

1. In accepting delivery of the goods specified, the individual agrees that he will be bound by Holer New Zealand Ltd terms and conditions of trading set out herein. These shall be to the exclusion of any other terms and conditions express or implied in any purchase order or otherwise and these terms alone are the terms on which Holer New Zealand Ltd is willing to enter into contracts. No variation of the terms shall bind Holer New Zealand Ltd unless agreed to in writing signed by a duly authorised representative of the company and no servant agent or officer of Holer New Zealand Ltd has authority to waive this term.

2. Definitions

In this contract:

"Holer" means Holer New Zealand Ltd of 65 Main Road, Richmond, Nelson, New Zealand. "customer" means the person or company named on the reverse side of this form. "Goods" means the goods or service accepted by the customer.

3. Offers & Orders

a. The risk of damage or loss of the goods shall pass to the customer upon the goods leaving the Holer works. Freight charges will be the customer's responsibility.
b. All orders including export orders are dispatched on an EXW (ex works) basis unless otherwise agreed in writing by Holer. Standard INCO terms will apply.
c. Holer will not be liable for loss or damage occasioned by delay in delivery howsoever caused.

4. Credits & Returns

Once goods have been ordered, goods cannot be returned, if

a. Goods were specifically made, or ordered, to special requirements set by the customer.

b. The customer no longer requires the goods, for whatever reason.

c. Goods are damaged, broken or have been misused, or used improperly.

Goods may be returned, if

a. Holer has been notified verbally and in writing and Holer agrees in writing to the customer returning the goods.

b. Goods may only be returned within 10 days from order.

c. For all goods returned and accepted, the agreed credit amount will be posted to the customer's account balance. No payment in any form will be made.

d. A re-stock charge of 10% of the price of the goods may be charged to the customer on return of the goods. Any transport cost will not be credited.

5. Payment & delivery

a. Payment for goods shall be made in New Zealand currency net cash.

b. Full payment is due by the 20th of the month following the date of the invoice for the goods for customers with accounts at Holer. Non-account holders are strictly cash on delivery. Cheques tendered shall not constitute payment until cleared.

c. If payment is in arrears by more than 30 days interest will be charged at a rate of 1.5% per calendar month (18% per annum) from due date for payment on the overdue balance and the customer agrees to pay Holer any amount so charged.

d. Furthermore, Holer reserves the right to charge collection expenses and possible damages, if any, to be included in the overdue balance. In the event that the collection of any claims for which a reminder has already been sent out is entrusted to a collection agency or a law office, the defaulting customer shall fully indemnify Holer from and reimburse Holer for all costs incurred on a solicitor client basis.

6. Title

a. Holer shall retain the legal and beneficial property and interest in the goods and the property and interest shall only vest in the customer when all amounts owing to Holer on all accounts with the customer are paid in full.

b. Pending such payment the customer shall store the goods in such a way as to indicate that they remain the property of Holer.

c. If such payment is overdue Holer shall be entitled to recover and resell the goods and for this purpose Holer or its agent shall have the right to enter the customer's premises for the purpose of recovering the goods.

d. If prior to the time when title shall have passed to the customer the customer sells the goods it is agreed that the customer does so as agent for Holer and the customer shall hold the proceeds of sale on account for Holer in a separate bank account until all amounts owing are paid in full.

e. Pending title passing to the customer the customer shall insure the goods with a reputable insurance office against damage and destruction from usual risks, and in the event of the goods or any thereof being damaged or destroyed the proceeds of such insurance shall belong to Holer for whom the customer shall hold the same in trust.

7. Warranties & Liability

a. Any defects or reclamation for goods received by the customer must be reported to Holer immediately on arrival of the goods. Any claims made later will not be accepted

b. Any alterations and modifications will void warranty and liability. Any goods used by the customer in a manner that does not accord with New Zealand health and safety legislation and codes of practice will void warranty, liability and Holer will not be liable for any injuries and damages.

c. It is the customer's responsibility to ensure that the goods are suitable for the purpose intended by the customer. Every effort is made to ensure that descriptions, drawings and other information and correspondence, catalogues and all other documents are accurate, but no warranty is given in respect thereof and Holer shall not be liable for any error therein.

d. Any advice regarding the use of the goods given by employees, agents or servants of Holer is given in good faith but no warranty is expressed or implied as to the correctness or accuracy of the same.

e. Holer shall not be liable for any loss (including loss of profit), injury, damage or expense (direct or indirect, consequential or otherwise):

(i) Incurred or suffered by the customer or any third party; or

(ii) Due to any failure by a customer or any third party to fit or use the goods in accordance with the company's written recommendations and instructions; or

(iii) Due to suitability of the goods for the particular purpose for which they are used or, where specific goods are supplied at the specific direction of the customer or any third party, when such customer or third party has not first consulted the company or has ignored its recommendations or instructions.

f. The liability of Holer in relation to any defect or fault in the goods that may become apparent shall be limited to the replacement of the goods or the supply of equivalent goods by Holer.

g. Any attempts to repair or service any goods supplied by Holer by another party will void warranty! Goods will only be repaired under warranty if properly serviced by Holer.

h. No other warranties either express or implied by law are made with respect of these goods.

8. Place of jurisdiction

a. In the event of an action brought by a customer, any dispute directly or indirectly resulting from the supply contract shall be exclusively subject to the jurisdiction of New Zealand courts having jurisdiction over the particular subject matter.

b. In addition, Holer expressly reserves the right to bring an action against customer in any venue resulting from the applicable provisions of the law or of international treaties.

c. This contract shall be governed by the laws of New Zealand.

9. Personal Property Securities Act 1999

a. The customer acknowledges that these terms and conditions

a. The customer acknowledges that these terms and conditions create a security interest in the goods in favor of Holer which is registerable pursuant to the Personal Property Securities Act 1999, and that Holer may at any time register a financing statement on the Personal Property Securities Register to protect its security interest in the goods.

b. The customer agrees to do all things, including the provision of such information, as Holer requires enabling Holer to perfect a first ranking security interest in the goods.

c. The customer waives the right to receive a copy of any verification statement(s) under the Personal Property Securities Act 1999.

d. The customer shall notify Holer immediately of any change in the customer's name.

10. **Authorisation relating to Privacy Act 1993 and Creditworthiness:** The applicant authorises Holer to make enquiries regarding their creditworthiness and financial standing in regard to this application and while the account remains open. This will include those related individuals such as directors, shareholders, partners and guarantors. This information will be collected for this purpose only. Holer may refer to an information provider such as Veda Advantage for an information exchange in relation to this application.