

# TACKLE TACTICS LTD

## APPLICATION FOR CREDIT

### INSTRUCTIONS

Complete Section 1. All applicants to complete Section 2 and 3.  
Incomplete forms will result in delays. Please write clearly.  
Original must be returned to: Tackle Tactics Ltd, PO Box 53, Foxton.

### SECTION 1

COMPANY NAME or TRADING NAME: \_\_\_\_\_

| SURNAME  | FIRST CHRISTIAN NAME | SECOND CHRISTIAN NAME | DATE OF BIRTH |
|----------|----------------------|-----------------------|---------------|
| 1. _____ | _____                | _____                 | _____         |
| 2. _____ | _____                | _____                 | _____         |

RESIDENTIAL ADDRESS: \_\_\_\_\_ PRIVATE TELEPHONE NO: \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

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### SECTION 2 ALL APPLICANTS TO COMPLETE

ACCOUNT TITLE: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

TELEPHONE (BUS): \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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### SECTION 3 CREDIT REFERENCES

1. \_\_\_\_\_ PH: \_\_\_\_\_

2. \_\_\_\_\_ PH: \_\_\_\_\_

3. \_\_\_\_\_ PH: \_\_\_\_\_

In the course of any enquiries or investigations that may be required by you to validate, or otherwise, my/our credit, supply or employment suitability, either now or in the future, I/We authorise any person or company to provide information of their experiences with me/us, and I/we authorise your provision without further permission, of such information to others seeking future similar validation.

SIGNATURE OF APPLICANT: \_\_\_\_\_ Signature also required overleaf

DISIGNATION: \_\_\_\_\_ DATE: \_\_\_\_\_

# TERMS AND CONDITIONS OF SALE

## 1. PRICE

All quoted prices are based on rates and costs at the date of quotation. In the event of any increase between date of quotation and date of dispatch of goods in the cost of materials, freight, labour, duties and levies or in the event of currency fluctuations such increase shall be to the cost of the purchaser.

## 2. PAYMENT

Unless otherwise agreed in writing by the Company all accounts are payable by the 20<sup>th</sup> day of the month following purchase. If accounts are not so paid the Company may without prejudice to its other rights and remedies charge interest on the outstanding balance at such rate as may be determined by the Company. If the Company incurs legal costs and disbursements in recovering any overdue amounts the customer shall reimburse the Company for such items. If any account is overdue for payment the Company shall have the right to suspend delivery under any other contract which it might have with the purchaser. A late payment 'admin fee' of \$10.00 may be charged on any or all overdue invoices per month.

## 3. RISK AND TITLE

The risk in goods supplied by the Company to the purchaser shall pass when goods are delivered to the purchaser. Ownership in the goods shall be retained by the Company until the purchaser pays in full for the goods and for all other goods supplied by the Company. Should the purchaser re-sell the goods at any time the purchaser shall do so on behalf of the Company and shall forthwith account to the Company for the price of such goods notwithstanding that at such resale the period of credit allowed to the purchaser by the Company may not have expired. The Company shall have the right to enter upon the purchaser's premises and recover goods as at the date of expiration of any period of credit time being essential.

## 4. DELIVERY

Delivery dates are approximate only and are not of the essence of the contract. Delay in delivery shall not entitle the purchaser to cancel the contract or render the Company liable for damages for such delay. Delivery shall be deemed to have been completed when possession of the goods is given to a carrier for transportation to the purchaser or to a place designated by the purchaser or when the purchaser is notified that the goods are ready for uplifting. Unless otherwise agreed all freight costs are to be payable by the purchaser.

## 5. CLAIMS

Any liability of whatsoever nature of the Company at law arising directly or indirectly from any defect in the goods or any advice tendered by the Company in connection with the goods subject to this Agreement shall be limited to replacement or repair of such defect and shall not in any case exceed the invoice value of the goods. No claim by the buyer shall be allowed unless made in writing and received within 14 (fourteen) days after delivery of the goods. Any claim so made by the purchaser shall not entitle the purchaser to cancel or refuse delivery of or payment for any other order by the purchaser which has been accepted by the Company.

## 6. CONTRACT

The initial quotation (if any) together with these terms and conditions shall form the terms of the contract. Any other condition, representation or warranty expressed or implied is excluded and shall not be binding on the Company unless confirmed by the Company in writing.

## 7. DEFINITIONS

In the Agreement the term "the Company" refers to TACKLE TACTICS LTD and the term "the Purchaser" refers to the person, firm, company or corporate entity to whom or to which the quotation or with whom or with which the Company enters into a contract.

## 8. DISPUTES

Any dispute arising out of this contract or the formation thereof relating to goods supplied, work done or services rendered by the Company shall be resolved in accordance with the law of New Zealand and the Courts of New Zealand.

SIGNATURE OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_