

**Window Trendz New Zealand Limited: PO Box 530, Palmerston North**

Application is made for a Commercial Credit Account. I/We, the Customer, agree to be bound by the terms and conditions of this application and the various terms and conditions of sale as set out on this application form or as may be varied by Window Trendz New Zealand Limited from time to time. I/We declare that the information given in this application is true and correct.

### COMPANY

Company Name .....

NZBN ..... GST Number .....

Is Company ☐ Limited Company ☐ Other

Date of Incorporation .....

Trading As .....

Registered Office .....

**Company applicants should also complete both the Personal Guarantee and Privacy Act Sections.**

### INDIVIDUAL – SOLE TRADER - PARTNERSHIP

Business Name .....

NZBN ..... GST Number .....

Year Established .....

**Applicants should also complete the Privacy Act Section.**

### INFORMATION TO BE COMPLETED BY ALL APPLICANTS

Full Names & Addresses of Directors - Partners - Sole Traders

Full Name	Private Address	Date of Birth	Drivers Licence Number

**BUSINESS CONTACT INFORMATION**

Postal Address .....	
Business Address .....	
Email Address .....	
Contact.....	Fax.....
Telephone .....	Mobile.....
No. of Years in Industry .....	No. Of Employees.....
Business Address, is it <input type="checkbox"/> At Home <input type="checkbox"/> Leased or Rented <input type="checkbox"/> Owned <input type="checkbox"/> Owned but mortgaged	
Is Business <input type="checkbox"/> Retailer <input type="checkbox"/> Manufacturer	

**TRADE REFERENCES**

1.....	Email .....
2.....	Email .....
3.....	Email .....
Estimated minimum credit sought \$	

This is to certify that I/We have read, comprehend and accept the attached terms and conditions and further without undue influence or unfair pressure append my/our signature hereto. I/we further acknowledge having received a copy of this application.

Customer's Signature .....

Title .....

Printed Name .....

Date .....

**TERMS AND CONDITIONS FOR SUPPLY BY  
WINDOW TRENDZ NEW ZEALAND LIMITED**

**1. SCOPE**

These are the terms and conditions upon which Window Trendz New Zealand Limited (hereafter referred to as "Window Trendz" or "the Company" or "Seller") agrees to supply goods and services to the purchaser (hereafter referred to as "Customer" or "Buyer"). The terms of this agreement are continuing and apply to all subsequent sales by Window Trendz to the Customer.

**2. ACCEPTANCE**

- (a) Any stipulations, terms or conditions contained in the Customer's order form which conflicts with any of the terms and conditions hereof will be inapplicable to any order placed with Uniline unless agreed upon in writing by the Company prior to delivery of Window Trendz products provided that this clause shall have no application where the goods ordered are used for personal, domestic or household use (unless the goods are ordered for the purposes of resale in which case this clause shall apply).
- (b) Any person who accepts the quotation warrants that for all purposes he is the duly authorised agent of the Customer and if such person is not the duly authorised agent of the Customer then in consideration of the Company performing its obligation under this contract he shall be deemed to be the Customer and be bound by the terms and conditions of this contract.

**3. QUOTATIONS**

- (a) A quotation shall be open for acceptance by a Customer for a period of 30 days from the date of quotation unless such quotation is previously withdrawn by notice in writing.
- (b) Prices remain firm for 30 days from date of acceptance of quotation. Thereafter, prices are subject to review by the Company and may rise or fall unless otherwise represented by Window Trendz.
- (c) Prices quoted are subject to the Customer taking delivery of the whole amount stated in the quotation.

**4. ORDERS**

- (a) The Customer acknowledges carefully checking all details of the goods as shown on the quotation and/or order form in relation to quantities, description, sizes, dimensions, colour, and accessories. Unless otherwise represented by the Company only in instances where, at the Customer's request, it has done the measuring, will Window Trendz be responsible for the accuracy of measurements.
- (b) Unless the Company agrees otherwise, orders must be signed by the Customer or his duly authorised agent, stating full details in writing and shall be delivered to the Company at the time of acceptance of the quotation.
- (c) All variations to an order must be in writing and include agreed value to be added to or deducted from the original order value. In the event of a Customer making any variation to an order after production has commenced, he shall pay for all work carried out to the point of alteration.
- (d) In the event of the Customer's cancellation of an order the Customer shall be liable to pay for work done in pursuance to the order up to the date of such cancellation and to pay Window Trendz compensation for losses incurred by it as a result of such cancellation.
- (e) Time shall not be deemed to be the essence of any order, unless expressly agreed.

**5. DELIVERY**

- (a) The risk in the goods shall pass to the Customer on delivery to the site nominated by the Customer, provided delivery is between 7.00 a.m. and 4.00 p.m. Monday to Friday or such other time as the Customer and the Company agree. If at the time of such delivery the Customer is absent from the site, delivery shall be deemed to have been made at the place and time and the date certified by the carrier of the goods.
- (b) Any times or dates quoted for delivery are estimated as accurately as possible, but in the absence of any specific representations, are not guaranteed nor is any such estimate of essence to or a condition of the contract and is subject to extension to cover delay caused by lockouts, breakdowns, delays in transport, strikes, fire, non-delivery of raw materials and/or other items required for completion of the order or any cause beyond the Company's control. No responsibility for loss, damage or delay from any causes is accepted by the Company and in such cases the Customer is not entitled to any compensation of any nature. The Customer shall not be relieved from any obligation to accept or pay for goods by reason of any delay in delivery or despatch.
- (c) Protection and insurance of the goods delivered shall not be the responsibility of the Company from the time of delivery.
- (d) Window Trendz and the Customer agree that delivery of the goods will be effected during normal working hours for the blind industry to the site nominated on the order form. Without in any way affecting statutory warranties the Customer agrees that it shall as soon as reasonably possible after such delivery notify the Company as to any claim that the delivered goods were in a damaged state or were deficient in supply.

**6. TITLE**

- (a) Notwithstanding that risk in the goods may pass to the Customer, property in and title to the goods will not pass to the Customer until those goods and all other amounts owed to Window Trendz by the Customer (regardless of any credit period) have been paid for in full and until then:
  - (i) the Customer will hold the goods as fiduciary and agent for Window Trendz.
  - (ii) the goods must be stored separately and in a manner enabling them to be identified and cross-referenced to particular invoices and the Customer acknowledges that if it should mix the goods with other products or items such that the goods are no longer separately identifiable then the Customer and Window Trendz will be owners in common of the new product;
  - (iii) the Customer may sell the goods in the ordinary course of its business as agent for Window Trendz and will hold the proceeds of sales in a separate account on trust for Window Trendz and account to Window Trendz for those proceeds; and
  - (iv) Window Trendz may require the Customer to return the goods to it on demand and may enter upon the premises of the Customer to inspect or repossess the relevant goods.

**7. LAWS, ORDINANCE AND REGULATIONS**

The Seller shall utilize reasonable efforts to cause the goods to comply with its interpretation of all safety, health and environmental regulations and insurance codes of a national scope. However, the Seller shall not be responsible for compliance with local interpretations of such regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilised, unless such responsibility shall be expressly assumed by the Seller in writing.

## 8. GOODS MADE TO BUYER'S SPECIFICATIONS

It is the Customer's responsibility to advise Window Trendz in writing if products are required to comply with a particular specification, rating or any other relevant code, regulation or standard. Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications. The Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise which shall be asserted or brought against Seller by reason of its manufacture or sale of such Goods.

## 9. GUARANTEE

- (a) Window Trendz guarantees the product(s) supplied against the defects arising from faulty workmanship or materials for a period of five (5) years from date of delivery, or as otherwise stated on the order or product, and guarantees that services will be rendered with due care and skill. These guarantees shall be effective provided the following general and specific warranty conditions are complied with:
  - (i) The product is installed and maintained in accordance with the company's recommendations, where applicable, and has not been subject to misuse, abuse or neglect.
  - (ii) Manufacturing standards and tolerances are not deemed defects, nor are industry variations in colour.
  - (iii) Electric parts and components are guaranteed for one (1) year.
  - (iv) Only repairs carried out by Window Trendz personnel or authorized agents are covered by this guarantee.
- (b) Conditional upon the goods or services provided by Window Trendz not being of a kind ordinarily acquired for personal, domestic or household use or consumption and subject to any specific warranty or condition set forth herein and provided that in the circumstances it is fair and reasonable the liability of the Company is limited.
  - (1) In the case of goods, any one of the following as determined by Window Trendz:
    - (i) the replacement of the goods or the supply of equivalent goods; or
    - (ii) the repair of goods; or
    - (iii) the refund of moneys paid;
  - (2) In the case of services, one of the following as determined by Window Trendz:
    - (i) the supplying of the services again; or
    - (ii) the refund of moneys paid

If the goods or services supplied are not in accordance with the warranties then the Customer will advise the Company in writing to replace or repair the goods, resupply the services or make the payment as the case may be.
- (c) To the full extent permitted by law, but subject always to the above terms, all conditions and warranties not expressly contained herein are hereby expressly negated and excluded.
- (d) Window Trendz's liability for any breach of contract or for any negligent act or omission is limited to the cost of replacement of the goods or supply of equivalent goods and shall not extend to consequential loss, loss of profits or any liability for damage to property or death of or injury to persons howsoever caused.

## 10. TECHNICAL ADVICE

The Company shall not be responsible for the result of any technical advice in connection with the design, installation or use of the Goods.

## 11. INDEMNITY

- (a) Window Trendz shall not be liable for and the Customer shall indemnify and keep Window Trendz indemnified against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation or possession of the goods other than by the Company.
- (b) Where the applicant resells Window Trendz product or components to a consumer for the purposes of a business the applicant undertakes to obtain from that business consumer a written Waiver contracting out of the provisions of the Consumer Guarantees Act 1993 and all amendments.
- (c) The applicant hereby agrees to indemnify Window Trendz against all actions, suits, claims and demands whatsoever in respect of any claim made against it by any business consumer not covered by Window Trendz's Guarantee.

## 12. SET-OFFS

Neither the Customer nor any affiliated company or assignee shall have the right to claim compensation or to set-off against any amounts which become payable to the Company under any contract or otherwise.

## 13. DISPUTES AND JURISDICTION

- (a) The terms and conditions applicable to any sale of Goods by the Company shall be determined and construed in accordance with, and shall be governed by, the laws of New Zealand and Customer and the Company agree to submit to the jurisdiction of the appropriate court within New Zealand for purpose of resolving any dispute or claim arising in connection with said transaction.
- (b) If a dispute arises out of or relates to the contract between the Customer and Window Trendz, a party may not commence any Court or arbitration proceedings unless it has in good faith attempted to resolve the dispute using dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques.
- (c) All claims by the Customer in respect of the goods or services must be in writing.

## 14. CREDIT CONDITIONS

- (a) Customer with approved credit accounts must make payment in full for all goods supplied or services rendered no later than the 20th day of month following delivery. All payments are due and payable to Window Trendz Concepts at Building 2, 83 Boundary Road, Papakura, 2110
- (b) Unless otherwise agreed in writing, a Customer who has not been granted an approved credit account shall pay a deposit equal to 100% of the net order value upon placement of the order.
- (c) Goods will be invoiced on delivery or despatch.
- (d) Failure to comply with the above terms of payment will without further notice constitute a breach of contract and the Company may treat the whole contract as repudiated, and act accordingly. Window Trendz may, without prejudice to any other rights it may have, refuse to supply or deliver further products to the

Customer until such time as the Customer has remedied the default.

- (e) Should payment remain outstanding beyond Window Trendz payment terms as outlined in subclause 14 (a) or 14 (b) as the case may be, the Customer agrees to pay interest on all amounts outstanding from the due date until the date of payment at 1.5% per month calculated on a daily basis.
- (f) If in the opinion of Window Trendz the credit worthiness or credit standing of the Customer alters from that indicated by the Customer in any application for credit executed by the Customer, the Company has the right to immediately stop supply to the Customer without being obligated to give the Customer any reason whatsoever and has the right to demand payment in full for any outstanding account within seven (7) days.
- (g) Should Window Trendz exercise its right pursuant to sub clause (f) above Window Trendz may refuse to deliver further supplies to the Customer unless such supplies are paid by the Customer in cash before delivery.
- (h) A statement in writing made up from the books of the Company and signed by any manager or accountant of Window Trendz as to moneys owing in respect of the account of the Customer at the date mentioned shall be prima facie evidence that such money is owing.
- (i) Should payment remain outstanding beyond Window Trendz payment terms the Customer is liable for all costs including legal costs (on a Solicitor/Own Client basis) and mercantile agents Fees incurred by the Company in recovering the amount outstanding.
- (j) If the Customer carries on business under a business name the Customer shall notify the Company in writing of any change of ownership of the business name within seven days of the change and agrees to indemnify Window Trendz against any loss or damage suffered by the Company as a result of the Customer's failure to notify Window Trendz of such change.

## 15. PATENTS

- (a) Where goods are manufactured to the Customer's specification, the Customer indemnifies Window Trendz against any liability to or action by a third party for infringement or alleged infringement of a patent, registered design, trademark or copyright arising from Window Trendz complying with the Customer's specification.
- (b) No right or licence is hereby granted to the Customer to use any patent, copyright, registered design, trademark or other industrial property right of Window Trendz, or any of its related entities or otherwise.

## 16. CHANGES IN DESIGN

The Seller reserves the right to discontinue the manufacture or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.

## 17. TRANSFER

This contract cannot be assigned or transferred to any third party without Window Trendz's written consent.

## 18. WAIVER OF CONDITIONS

Failure by Window Trendz to insist upon performance of any term warranty or condition of the contract shall not be deemed a waiver thereof or of any rights the Company may have and no express waiver shall be deemed a waiver of any subsequent breach of any term warranty or condition.

## 19. FORCE MAJEURE

In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to, any delay in delivery or performance which is (i) due to any act of God, the prior performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood, or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, brake down of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

## THE PRIVACY ACT 1993

### TO WINDOW TRENDZ NEW ZEALAND LIMITED

To enable Window Trendz New Zealand Limited to assess the Customer's application for commercial credit which is attached I/we agree that Window Trendz New Zealand Limited may obtain from a credit reporting agency or any other provider a credit report containing commercial and personal credit information about me/us. Window Trendz New Zealand Limited undertakes to collect, use and store the information provided by the applicant on this form according to the principles of The Privacy Act 1993. The information will be used to assess the applicant's suitability for credit.

1. I/We irrevocably agree that Window Trendz New Zealand Limited may give to and seek from any credit reporting agency any information about the Customer and/or me/us including personal information at any time.
2. I/We agree that Window Trendz New Zealand Limited may give to and seek from any credit provider of the Customer and/or me/us any information relating to the personal or commercial credit arrangements of the Customer and/or me/us. I/We understand that this information can include any information about the credit worthiness, credit standing, credit history or credit capacity of the Customer and/or me/us that credit providers are allowed to receive from each other under the Privacy Act.
3. I/We understand that the trade insurer of Window Trendz New Zealand Limited may obtain a credit report from a credit reporting agency to assess the provisions of insurance to Window Trendz New Zealand Limited in relation to the Customer's application for commercial credit with Window Trendz New Zealand Limited and its subsidiaries.

This Privacy Act form has been signed by me as the Customer but also signed in my personal capacity as an individual if the Customer is a company and I am a director and/or guarantor of that company. I understand that the releases are being given by me personally as well as by the customer.

Dated this..... day of .....20 .....

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Signature

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Signature

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Print Full Name

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Print Full Name

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Witness Signature

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