

**ACCOUNT DETAILS**

Applicant's Name: \_\_\_\_\_

Account Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Accounts Contact: \_\_\_\_\_

Accounts Email: \_\_\_\_\_

Business Description: \_\_\_\_\_

Registered Office: \_\_\_\_\_

Banker: \_\_\_\_\_ Branch: \_\_\_\_\_

Amount of credit per month \$

**Business References.** Please provide three of your **suppliers of goods.**

**NOT ACCEPTABLE:** service providers, petrol stations, garages, and freight/transport companies).

(1) \_\_\_\_\_ Telephone: \_\_\_\_\_

(2) \_\_\_\_\_ Telephone: \_\_\_\_\_

(3) \_\_\_\_\_ Telephone: \_\_\_\_\_

Applicant's Full Name: \_\_\_\_\_ Designation \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

Email: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return completed applications to:**

**IWL Limited  
PO Box 87499  
Meadowbank  
Auckland 1742**

**Alternatively you can:**

**Fax to 09 523 3479 or email [support@supplyme.co.nz](mailto:support@supplyme.co.nz)**

## TERMS AND CONDITIONS OF SUPPLY

### 1. GENERAL

- 1.1 **General:** The conditions of sale set out below will apply to all contracts for the supply of all goods and any associated services ("goods") made by IWL Limited and the person purchasing the goods ("Buyer") and will not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part except by written amendment by IWL Limited. Any amendment of modification of these terms and conditions will become effective immediately upon written notice to the Buyer.
- 1.2 **Acceptance:** Acceptance of delivery of any goods will be deemed to be acceptance by the Buyer of these Terms and Conditions, notwithstanding anything that may be stated to the contrary in the Buyer's enquiries or on the Buyer's orders.

### 2. ORDERS

- 2.1 **Approval by SupplyMe:** Any orders for goods will be subject to approval and acceptance by IWL Limited.
- 2.2 **Failure or Refusal to Supply:** IWL Limited will endeavour to supply goods ordered by the Buyer, provided that IWL Limited will not be liable for any failure or refusal to supply those goods whatsoever.

### 3. PRICE

- 3.1 **Price Payable:** The price payable for goods ordered will be the price specified in IWL Limited invoice issued upon delivery of the goods (the "delivery invoice").
- 3.2 **GST and Additional Costs:** Prices unless otherwise stated, do not include taxes, GST, import duties or other levies or tariffs, freight or insurance charges which if applicable will be an extra charge. Any increases in prices due to taxes, tariffs, exchange rate increases, duties, freight or insurance charges after the quote will be to the Buyer's account.
- 3.3 **Freight:** Prices are for goods supplied and packed at IWL Limited specification and based on delivery ex IWL Limited' store.

### 4. PAYMENT

- 4.1 **Payment:** Payment on IWL Limited delivery invoice for goods ordered will be made by the Buyer in full by the 20th of the month following the date of the invoice.
- 4.2 **Late Payment:** In the event of payment not being received by the payment date (and without prejudice to IWL Limited' other remedies hereunder or at law or otherwise howsoever) and by way of liquidated damages default interest may be charged by IWL Limited, at a per annum rate equivalent to five (5%) above the IWL Limited bank overdraft rate on the payment date (as certified by IWL Limited Banker). Such default interest may be charged by IWL Limited on the overdue money on a day to day basis from the payment date until all money including default interest and any Solicitor/Client costs incurred have been paid in full. All money will be applied first in payment of default interest (if any). No credit will be extended on overdue accounts. Individual deliveries may be invoiced separately and will be paid accordingly.

### 5. DELIVERY

- 5.1 **Delivery Complete upon Loading:** Delivery of goods to the Buyer will be deemed to be completed upon collection of the goods by a carrier from IWL Limited. The Buyer will be liable for the cost of delivery of the goods and insurance for the goods while in transit.
- 5.2 **Carrier:** The goods will be delivered by IWL Limited nominated carrier unless the Buyer nominates an alternative carrier in which case the goods may at IWL Limited discretion be sent forward to the Buyer's nominated carrier.
- 5.3 **Delivery Date:** The delivery date or delivery period will be as specified in the order, or alternatively specified by IWL Limited when accepting the order. If no delivery date or delivery period is specified, then the goods will be delivered within a reasonable period.
- 5.4 **No Claims:** Dates given for shipment or delivery are stated in good faith but are not to be treated as a condition of the sale. No claim will be made by the Buyer on account of late shipment or delivery howsoever caused. Late delivery will not constitute a breach of this contract by IWL Limited and the Buyer will not be entitled to cancel the contract.

### 6. INSPECTION

The Buyer will inspect the goods within 24 hours of delivery and will, if no notice to the contrary has within that time been communicated to IWL Limited, be deemed to have accepted the goods as delivered.

### 7. RETURNS

- 7.1 **Returned Goods:** Without limiting paragraph 6 above, IWL Limited will only accept returns of faulty goods. IWL Limited must consent to their return prior to accepting them.
- 7.2 **Credit Note:** IWL Limited will issue a credit note to the Buyer for any goods authorised by IWL Limited to be returned to IWL Limited as faulty.
- 7.3 **Freight:** IWL Limited will not pay the freight for returned faulty goods unless it has given the Buyer its prior confirmation that it will do so.

### 8. PROPERTY

- 8.1 **Supplier to Retain Property:** Property in and ownership of the goods will remain with IWL Limited and will not pass to the Buyer until all goods supplied to the Buyer have been paid for in full and the Buyer has paid all sums owing to IWL Limited on account whatsoever. Until property in and ownership of all the goods passes to the Buyer, the Buyer holds the goods as bailee for and in a fiduciary relationship with IWL Limited.
- 8.2 **Power to Inspect:** IWL Limited may at any time without notice enter upon such premises in which the goods may be or are believed to be, situated for the purpose of inspecting the goods.
- 8.3 **Power to Re-possess:** IWL Limited may at any time without notice retake possession of such goods and proceeds and if necessary for that purpose may enter upon such premises in which goods may be, or are believed to be, situated.
- 8.4 **Intermingled Goods:** If the Buyer manufactures, intermingles or deals with the goods in such a manner that they become an integral part of any other object, then the Buyer will be deemed to do so as agent of IWL Limited, and ownership of the goods will remain with IWL Limited. The Buyer will be entitled to sell objects which comprise such goods provided that the Buyer will be fully accountable to IWL Limited for proceeds derived from any such sale which relate to such goods and will hold any such proceeds in trust for IWL Limited.
- 8.5 **Obligation to Pay:** Notwithstanding IWL Limited retention of legal title until payment, the Buyer's obligation to make payment in accordance with paragraph 4 will remain in full force and effect.
- 8.6 **No Right to Return:** Nothing in this clause will entitle the Buyer to return the goods other than in strict accordance with paragraph 7.
- 8.7 **Payment of Fees and Expenses:** All fees or expenses incurred by IWL Limited in collecting outstanding monies or reclaiming goods will be payable by the Buyer.

## 9. PERSONAL PROPERTY SECURITIES ACT 1999

- 9.1 **Security Interest:** The Buyer acknowledges that these terms create a security interest (as defined in the Personal Property Securities Act 1999 ("PPSA")), which is registrable under the PPSA, in favour of IWL Limited in all goods supplied by IWL Limited to the Buyer.
- 9.2 **Information:** The Buyer will do all acts and provide such information as in the opinion of IWL Limited may be necessary or desirable to enable IWL Limited to perfect under the PPSA the security interest created by this Agreement as a first priority security in all goods.
- 9.3 **Waiver:** To the extent permitted by law, the Buyer waives any rights it may have now or in the future to receive a copy of a verification statement or other confirmation under the PPSA relating to the security interest created under these terms and conditions of supply.
- 9.4 **Applicable:** The Buyer acknowledges and agrees, to the extent permitted by law, that:
- 9.4.1 sections 114(1)(a), 133 and 134 of the PPSA will not apply to these terms;
- 9.4.2 the Buyer will have none of the rights referred to in sections 116, 117(1)(c), 119, 120(2), 125, 129 and 131 of the PPSA and waives its rights to object under section 121 and to redeem under section 132; and
- 9.4.3 where IWL Limited has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply and, in particular, will not be limited by section 109 of the PPSA.

10. **RISK** Risk in the goods will pass to the Buyer on delivery of the goods.

## 11. EXCLUSION OF WARRANTIES

- 11.1 **No Warranty:** The Buyer acknowledges that the supply under this contract is a supply for business purposes in terms of section 2 and 43 of the Consumer Guarantees Act 1993 ("Act") and accordingly the provisions of that Act do not apply to any supply of goods or services made pursuant to this contract. Unless otherwise stated, the only warranty applicable to the supply of goods and/or services in this agreement is as per the written warranty handed over on delivery of the goods. Such warranty is to the exclusion of all warranties, guarantees, conditions and liabilities expressed or implied, statutory or otherwise. IWL Limited may at its discretion repair, replace or refund the purchase price of defective goods subject to the terms of any warranty. However, the Buyer agrees and acknowledges that the liability of IWL Limited for any loss of profits, property damage or personal injury claim or other direct or indirect losses or consequential damages of any kind whether incurred or made by the Buyer or a third party whether due to defective goods or a breach of the terms of this contract (including that arising from the negligence or otherwise of IWL Limited, its servants or agents) will not exceed the price paid by the Buyer for the goods.
- 11.2 **Onsale of Goods:** Where the Buyer on-sells the goods to consumers who purchase the same for business purposes the Buyer will contract out of the Act in same manner as per clause 11.1 above. Should the Buyer fail to do this the Buyer will indemnify IWL Limited against any claim, expense or loss suffered by IWL Limited as a direct or indirect consequence of such failure.
- 11.3 **Defective Goods:** Claims in respect of defective goods must be notified within 10 days of receipt of goods and the goods return within 30 days following delivery. The Buyer will have no claim with regard to goods which have already been processed, altered or in any way utilised by the Buyer. No claim will entitle the Buyer to withhold payment of any sum due to IWL Limited under this or any other contract which IWL Limited may have with the Buyer nor will a claim give any right to set off any payment due by the Buyer to IWL Limited.

## 12. CLAIMS

- 12.1 **Notification:** Advice by the Buyer that he has been invoiced for goods not received must be given within fourteen days from the date of invoice.
- 12.2 **Particulars:** All claims of any nature must be accompanied by particulars of the claim and by invoice and delivery details.
- 12.3 **Damage in Transit:** No claim in respect of goods damaged in transit will be entertained if a carrier has been given a receipt signed without comment or objection by the Buyer or their agent.
- 12.4 **Consequential Damages:** In no circumstances whatsoever (including the negligence of IWL Limited its servants or agents) will IWL Limited be liable for any expense, claim, cost, direct or indirect losses or consequential damages of any kind howsoever arising whether suffered by the Buyer and/or any third party.

## 13. LIABILITY

The liability of IWL Limited whether in contract, tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of the goods or from any other breach of IWL Limited obligations will not in any event exceed an amount equivalent to the price invoiced by IWL Limited for the faulty goods or the goods giving rise to the claim. IWL Limited will not be liable for any consequential injury or specific damage or loss of any kind whatsoever nor will IWL Limited be liable for any damages or loss caused by the Buyer's servants, agents, customers or any other persons whatsoever (whether similar to the foregoing or not). The Buyer will indemnify IWL Limited against any claims by the Buyer's servants, agents, customers or other persons (whether similar to the foregoing or not) in respect of any loss, damage or injury arising from any defect in or non-compliance of the goods or in respect of any other matter whatsoever.

## 14. PROPRIETARY INFORMATION

Ownership of and copyright in all design details, specifications, software, technical handbooks, drawings or other material ("*works*") prepared or supplied by IWL Limited to the Buyer will at all times remain vested in IWL Limited and the Buyer will not permit any such data prepared or supplied by IWL Limited nor any modified version to be disclosed to nor used by any third party without the prior agreement of IWL Limited.

## 15. GENERAL

- 15.1 **Governing Law:** This contract will be governed and construed in accordance with the domestic law of New Zealand.
- 15.2 **Headings:** Headings are inserted for convenience and will not affect the construction of this contract.
- 15.3 **Singular:** The singular includes the plural and vice versa. Words importing one gender include the other. Persons includes corporations and vice versa.
- 15.4 **Severability:** If at any time any provision of this contract is or becomes illegal, invalid or unenforceable in any respect under the law of New Zealand, neither the legal validity nor enforceability of the remaining provisions of this agreement

will in any way be affected or impaired thereby to the intent that this contract should be construed as if the provision or the part in question had been deleted.

15.5

**Prior Understandings:** These conditions of sale extinguish the terms of all prior agreements, understandings, representations, or warranties previously given in respect of goods or services supplied by IWL Limited or any agent of IWL Limited.