

CUSTOMER CREDIT APPLICATION

PLEASE RETURN FORM TO: The Front Store Limited Head Office
PO Box 2012, Washdyke, Timaru 7941 - Fax: 03 688 2640 Email: admin@thefrontstore.co.nz

Name of Company			
Email address for delivery of invoices:			
Postal Address:			
Delivery Address:			
Parent Company (if subsidiary)			
Telephone:	Facsimile:	Email:	
Director/Proprietor (Name/address/telephone)			
Director/Proprietor (Name/address/telephone)			
Director/Proprietor (Name/address/telephone)			
Nature of Business	Credit Required	Bank	Branch

Current Trade References (3 required)		
Excluding Fuel Suppliers, Credit Cards, Landlord, Power or Phone Companies		
Name	Address	Telephone

- I/We undertake to comply with The Front Store Limited Terms and Conditions of Sale, including payment, which is net monthly account due on the 20th day of the month following the date of invoice.
- I/We understand that credit, if granted, may be withdrawn at The Front Store Limited's discretion.
- I/We authorise any person or company to provide The Front Store Limited with such information as may be required in response to your credit enquiries.
- I/We further authorise The Front Store Limited to furnish any third party details of this application and any subsequent that I/we have with The Front Store Limited as a result of this application being actioned by The Front Store Limited.

Signed for and on behalf of: _____ Signature of authorised officer: _____

Date:

THE FRONT STORE NELSON
72 Vickerman St, Port Nelson, Nelson
P: 03 548-3029 F: 03-548-3028
nelson@thefrontstore.co.nz

THE FRONT STORE HEAD OFFICE
1 Seadown Road, Washdyke, Timaru
P: 03 687-44444 F: 03 687-4439
admin@thefrontstore.co.nz

THE FRONT STORE, TIMARU PORT
1 Ritchie Street, Timaru Port, Timaru
P: 03 688-8870 F: 03 688-8872
info@thefrontstore.co.nz

THE FRONT STORE, ASHBURTON
136-144 Moore Street, Ashburton
P: 03 308-9917 F: 03 308-1134
admin@thefrontstore.co.nz

THE FRONT STORE TIMARU
1 Seadown Road, Washdyke, Timaru
P: 03 687-4002 F: 03 688-2060
info@thefrontstore.co.nz

THE FRONT STORE OAMARU
174 Thames Street, Oamaru
P: 03 433-0484 F: 03 434-5901
oamaru@thefrontstore.co.nz

The Front Store Limited Conditions of Sale

The following items and conditions apply to the supply of goods or services, and any quote provided by The Front Store Limited (The Front Store Engineering Supplies). References to The Front Store Limited in these terms and conditions are deemed to include The Front Store Limited's employees, agents, assigns, subcontractors and successors. "The Customer" is the party purchasing the goods or services, or the party requesting any quote.

1. Prices & Payments:

1.1 Payment for the goods or services supplied is due on the 20th day of the month following the date of the invoice. ("The Due Date").

1.2 If payment in full is not made by the Due Date then, without prejudice to any other remedies available to The Front Store Limited:

- (a) the future provision of goods or services may be withheld;
- (b) interest (calculated daily) shall be charged on the overdue sum, at a rate that is 5% per annum above the interest rate payable by The Front Store Limited to its bankers for overdraft facilities;
- (c) the customer shall be liable for all costs incurred by The Front Store Limited in collecting the overdue sum, including any debt collection fees and legal costs on a solicitor-client basis.

1.3 Quotes, The Front Store Limited's quotes are based on the current cost at the date of quotation. Any subsequent increase in costs of labour, fees/charges, levied by third parties, or costs of out-sourced componentry/materials may be passed on to the Customer as an addition to the quoted price. Quotes for repair work assume that previous assemblies and fits allow componentry to come apart easily, and that excessive wear and deterioration will not preclude easy removal of componentry or equipment. The Front Store Limited reserves the right to charge as a variation any additional labour & materials costs incurred in the event that these are incorrect.

Unless otherwise stated, all prices quoted are exclusive of GST.

2. Acceptance of Quotation

2.1 Any quote must be accepted within 30 days from the date of the quote, unless otherwise agreed by The Front Store Limited. The Front Store Limited reserves the right at all times to refuse to accept any work order.

3. Delivery & Delays

3.1 Specified delivery periods are an estimate only, and commence once the Customer has notified The Front Store Limited of the Customer's acceptance of any quotation, and the Customer has provided all necessary patterns, drawings, plans or samples that The Front Store Limited considers necessary to complete the work.

3.2 Unless otherwise agreed, The Front Store Limited shall have no responsibility to package or deliver goods.

3.3 Risk in respect of the goods shall pass to the Customer after they leave The Front Store Limited's premises. Insurance for loss or damage in transit is the Customer's responsibility.

4. Warranties

4.1 The Front Store Limited agrees that any goods are manufactured, and services carried out, in accordance with usual industry practice, and are free from defects in workmanship and materials for a period of 60 days, provided that The Front Store Limited shall not be liable:

- (a) for loss caused by factors beyond The Front Store Limited's control (including but not limited to Force Majeure);
- (b) for failure to deliver the goods and services by any specified date;
- (c) for any consequential, special or economic loss of any kind.

4.2 The Front Store Limited's liability for any breach of warranty is limited to, at The Front Store Limited's option, the lesser of:

- (a) replacing (with same or equivalent goods) the defective goods or;
- (b) paying the cost of replacing the defective goods, or;
- (c) repairing the defective goods, or;
- (d) paying the cost of repairing the defective goods, or;
- (e) refunding the price paid for the defective goods or services, or;

- (f) re-supplying the defective service, or;
- (g) paying the cost of resupplying the defective services.

4.3 Except as provided in Clauses 4.1 & 4.2 above, Front Store Limited shall not, under any circumstances, be liable (in tort, contract, expressed or implied warranty, or otherwise) for any loss or damage in connection with goods or services supplied. All other warranties expressed or implied by law are excluded to the full extent permitted by the law.

4.4 Unless a written maintenance warranty is provided, Front Store Limited shall not be liable for any loss arising in relation to the provision of any services by the Company, and all warranties are excluded to the full extent permitted by the law.

4.5 Claims for breach of warranty under clause 4.1 must be made to The Front Store Limited in writing, within 6 months of delivery of the goods/services in issue.

5. Ownership

5.1 The Front Store Limited retains ownership of all goods supplied, until payment in full for the goods (and services associated with the provision of the goods) is made.

5.2 If any invoiced sum remains unpaid beyond the Due Date, The Front Store Limited is entitled to retake possession of the goods. The Customer authorizes The Front Store Limited to enter at any time onto any place where the goods are situated. Goods recovered under this clause may be resold by The Front Store Limited to pay outstanding sums due and any costs incurred in retaking possession and costs of sale, with prejudice, to The Front Store Limited's other rights.

5.3 If the Customer on-sells goods supplied and not paid-for in full (including goods incorporated into other items by the Customer), the Customer shall immediately pay to The Front Store Limited the invoiced sum not paid with respect to those goods. The Customer shall hold money received from on-sales on trust for The Front Store Limited, until payment in-full for the goods is made.

6. Personal Property Securities Act 1999 ("PPSA")

6.1 Clause 5 above creates a security interest under the PPSA in all present and after acquired goods and their proceeds of sale.

6.2 The Customer will promptly execute any documents, and otherwise provide all reasonable assistance to enable The Front Store Limited to register a Financing Statement and/or perfect its security interest in the goods.

6.3 Fees for registering any Financing Statement under the PPSA are to be met by the Customer, upon demand.

7. Variation of Work

7.1 Any extra work / goods supplied over and above that quoted or specified at commencement, shall be paid for by the Customer at prevailing rates.

8. Privacy Act

8.1 The Customer consents to:

- (a) The Front Store Limited making enquiries regarding the Customer's credit information;
- (b) Holders of Customer's credit information releasing that information to The Front Store Limited.

9. Consumer Guarantees Act 1993

9.1 Unless otherwise agreed, the Customer confirms that it is in business, and has acquired the goods and services from The Front Store Limited for business purposes. The Consumer Guarantees Act 1993 does not apply in these circumstances.

9.2 In the event the parties agree that the goods/services are acquired for personal, domestic, or household use or consumption, then the provisions of the Consumer Guarantees Act 1993 continue to apply, including all warranties under that legislation, and shall override the effect of any inconsistent term or condition outlined herein.

10. Governing Law

10.1 The parties submit to the exclusive jurisdiction of the New Zealand Courts in interpreting these terms and conditions, and resolving any disputes arising.