

## Customer Information Form Private and Confidential

Thank you for choosing to use us, please complete and send back to [admin@hygienedirect.nz](mailto:admin@hygienedirect.nz)

Please also send a copy of the drivers licence or passport of the authorising signatory

Company Name	
Trading Name	
Circle Applicable	Public Company   Private Company   Trustee Company   Partnership   Sole Trader
Company Number	
GST Number	
Phone	
Postal Address	
Delivery Address	
Nature of Business	
Estimated Monthly Credit Required	\$

### ACCOUNTS PAYABLE

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Statement/Invoice Email: \_\_\_\_\_

☐ Please tick to receive order confirmations via email

I/We Hereby...

1. Agree to settle accounts on the due date, between the 20<sup>th</sup> and 30<sup>th</sup> of the month following invoice.
2. Authorise GTGI Ltd to make credit checks on the applicant.
3. Agree to be bound by the Conditions of Sale shown on the reverse of this form and sign below as the said Guarantor.
4. Certify that I am authorised to sign this Credit Application form on behalf of the Applicant and information given is true and correct to the best of my knowledge.
5. Where products are made for specific purpose, e.g., house branded products, the customer agrees to give 6 month notice in writing of intention not to use those products and to purchase all remaining stock including any containers in transit.
6. Agree not to manufacture/attempt to manufacture or directly import from any source any products that GTGI Ltd exclusively imports at the date of this agreement.

☐ Please tick if you would like to be contacted by one of our local HD Sales Agents

Authorising Signatory		Name and Position
Witness Signature		Witness Address

***We all work together or we don't work at all***

GTGI Agent Name: \_\_\_\_\_

# Conditions of Sale

HD or hygienedirect.nz or GTGI refers to GTGI Ltd

## 1. Deliveries

- (a) GTGI may or arrange to be made deliveries of GTGI products by such means of delivery and in such packaging as GTGI may select.
- (b) Where the purchaser gives GTGI adequate notice of the purchasers' specific requirements of GTGI products GTGI shall use reasonable endeavours to make deliveries in accordance with GTGI's delivery schedule applicable from time to time.
- (c) GTGI shall not be responsible or liable in any way to the purchaser for delays and defaults in delivery of the order or any part thereof not for any direct or consequential loss or damage arising therefrom.

## 2. Risk and Title

- (a) The risk in the goods supplied by GTGI to the purchaser shall pass to the purchaser upon delivery but the ownership in them shall not pass to the purchaser until the purchaser has fully paid for the same. Receipt by GTGI of any cheque or other bill of exchange or any promissory note shall not be deemed to be payment or conditional payment until the same has been honoured or cleared to the credit of GTGI's bank account and until such time shall not prejudice or affect GTGI's rights, power or remedies against the purchaser and/or the goods.
- (b) Until payment in full of the purchase price has been made to GTGI the purchaser irrevocably gives GTGI, its agents and servants leave and licence without necessity of giving any notice to enter on and into and premises occupied by the purchaser to search for and remove any of the goods supplied or in which GTGI has ownership as aforesaid without in any way being liable to the purchaser or any person or company claiming through the purchaser.

## 3. Prices

GTGI may in its absolute discretion increase or decrease GTGI's prices current from time to time. Without derogating from the generality of the foregoing GTGI may do so to provide for an increase or decrease in taxes, charges, imports or duties of whatsoever nature levied by or in compliance by GTGI with any legislation, requirement, request or recommendation of, any Government or body, authority or tribunal constituted by or under the laws of New Zealand in respect of or in relation to the importation, refining, manufacture, transportation, storage, distribution, purchase or sale of GTGI products. The price which results from such increase or decrease shall become the current price to be paid for GTGI products delivered to the purchaser.

## 4. Terms of Payment

- (a) Terms of payment in respect of each delivery of GTGI products made hereunder shall be cash on delivery or such credit terms as are agreed in writing between GTGI and the purchaser, where credit terms are agreed, payment by the due date shall be such means as is acceptable to GTGI.
- (b) GTGI may alter or revoke such terms at any time without prior notice to the purchaser.
- (c) If the purchaser is at any time buying on credit terms extended to them by GTGI and if payment of the whole or any part of any account rendered by GTGI to the purchaser, is not made by the time allowed by GTGI for payment, every amount then owing by the purchaser to GTGI, whether due for payment or not, shall become immediately payable by the purchaser to GTGI and thereafter until such time as GTGI extends credit terms again to the purchaser, the purchaser shall pay cash on delivery for all GTGI products.
- (d) Should the purchaser fail to make payment as specified above, interest shall accrue on such overdue amounts at the rate of the ANZ Bank retail base rate plus 2 per centum per annum.

## 5. Guarantee

That the Applicant signing this Application does hereby guarantee to GTGI the due and punctual payment therefore and the payment of all moneys and obligations now due or to become due by the principal debtor and agree to be answerable and liable to GTGI therefore AND the following provisions shall be applicable to this guarantee:

- (a) This guarantee is a continuing guarantee.
- (b) No granting of credit extension of former credit or granting to the debtor and no waiver indulgence no neglect to sue on GTGI's part nor the release of any securities held by GTGI nor the winding up or bankruptcy of the principal debtor shall affect my liability to GTGI hereunder and as between GTGI and me I shall be deemed to be a principal debtor and shall be liable to GTGI accordingly.
- (c) This guarantee shall continue in force notwithstanding that the principal debtor's account with GTGI may from time to time be in credit.
- (d) Within seven (7) days from my receipt of notice in writing of any default on the part of the principal debtor, I shall make payment to GTGI of all sums in respect of which such default has been made.

## 6. Defects and Shortages

GTGI need not consider any claim by the purchaser in relation to:

- (a) The quality of any GTGI products unless:
  - (i) The purchaser gives notice to GTGI of any claim they propose to make, specifying fully the fact on which the claim is based, within five working days of the alleged defect coming to the purchaser's attention.
  - (ii) The purchaser uses their best endeavours to minimise loss and damage arising from the alleged defect, and
  - (iii) GTGI is given reasonable opportunity to take samples, inspect and test the GTGI products in respect of which the claim is made.
- (b) Discrepancies in quantities of GTGI products in the amount stated on any delivery docket or invoice compare with the amount received at the purchaser's premises unless the purchaser has notified GTGI of such discrepancies within five working days of delivery. If the purchaser fails so to notify GTGI, the amount stated to have been delivered shall be deemed correct.

## 7. PPSA

- (a) The customer acknowledges that this Agreement constitutes a Security Agreement for the purpose of the PPSA.
- (b) The customer will, when requested by GTGI, promptly execute any documents and do anything else required by GTGI, to ensure that the Security Interest created under this agreement constitutes a first ranking perfected Security Interest over the Products, their proceeds and the Plant, including providing any information GTGI, reasonably required to complete a Financial Statement or a Financing change Statement and register such on the PPSR.
- (c) The customer waives any right to receive a copy of a Verification Statement under the PPSA.
- (d) The Customer will on demand pay all costs and expenses of, or incurred by, GTGI, as a result of enforcing any of its rights under this Agreement or as a result of complying with any demand made by The Customer under section 162 of the PPSA.

## 8. Extend of Liability

- (a) The liability of GTGI to the purchaser shall not in any case exceed the purchase price of the goods in respect of which such liability arises and this limitation shall apply to liability howsoever arising whether in contract or in tort.
- (b) In any case of liability in the part of GTGI arising from breach of contract GTGI shall be under no liability for damages or consequential loss to the purchaser arising from such breach.

## 9. Exclusion of Liability

GTGI shall not be responsible for any damages whatsoever caused either to the products supplied or as result of the malfunction of such products in the event that such products are in any way adapted to a use to which they are not specifically intended or is such products:

- (a) Have added to or have been added to components, or
- (b) Placed in container, in either case not recommended or approved by the manufacture or supplier of such products.

GTGI Agent Name: