



ACCOUNT APPLICATION

Please complete, sign and return all three pages Email to : accounts@packit.co.nz

Packit Packaging Ltd
518 Kaikorai Valley Road
Kenmure 9011
Dunedin
www.packit.co.nz

APPLICANTS FULL LEGAL NAME(i.e. not trading name).....("The Customer")

TRADING NAME OF ENTITY:

CONTACT NAME:(Purchasing).....(Accounts)

Type of Entity: (circle one) Sole Trader Partnership Limited Liability Company Other (specify)

Nature of Business:.....

Years Trading As/Date of Incorporation:..... Company No:

PHYSICAL ADDRESS: Email Address for Order Acknowledgements: OTHER BRANCHES:	POSTAL ADDRESS FOR ACCOUNTS: Post Code: Email Address for Invoices/Statements: Phone: () Fax: ()
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MAJOR SHAREHOLDERS:	
Name:	Address:
1.....
2.....
3.....

CREDIT REFERENCES: (Please complete in full)			
Company Name	Address	Contact Name	Phone Number
1.....
2.....

ACCOUNTANT:

SOLICITORS:

BANK: **Branch:**

.....

General Terms
 Packit Packaging Limited's terms and conditions as attached, as updated from time to time, form part of this account application.

Acceptance

I am authorised to enter into this account application on behalf of the Customer. I have read and the Customer agrees to be bound by the account application (including the terms and conditions):

Name of Customer:

Signature of Authorised Person:

Name of Authorised Person:

Date:

(For office use only)

APPROVED BY:

Cust #:

Credit Limit:.....

Processed By:

Date: / /

PACKIT PACKAGING LIMITED TERMS AND CONDITIONS OF SALE

1. General

- 1.1 In these Terms and Conditions of Sale "the Company" shall mean Packit Packaging Limited, its successors and assigns, or any agents or employees of the Company.
- 1.2 "Customer" shall mean the customer or any person acting on behalf of or with the authority of the Customer.
- 1.3 "Goods" shall mean all pallets, bins or other like products supplied or services provided by the Company to the Customer.
- 1.4 "IP" means intellectual property rights existing anywhere in the world under statute, common law or equity including but not limited to patents, designs, copyright, plant variety rights, trade marks and any rights of a similar nature whether registered or unregistered (and including applications, and the right to apply, for any of the foregoing), trade secrets and rights in confidential information.
- 1.5 Goods supplied by the Company to the Customer shall be supplied on these terms and conditions of sale ("Terms and Conditions"). If the Customer orders Goods, the Customer shall be deemed to have accepted the Goods upon these Terms and Conditions. Any variation to these Terms and Conditions must be agreed by the Company in writing.

2. Invoices and Notices

- 2.1 The Company will send invoices and other notices to the last address given by the Customer. Any invoice or notice is deemed to have been delivered:
 - (a) if delivered in person, on delivery;
 - (b) if sent by registered post, 5 business days after (but exclusive of) posting;
 - (c) if sent by email at the time the email is sent, unless the Company receives an automated message that the email has not been delivered.
- 2.2 The Customer will pay each invoice in full without set-off or deduction on the date specified on the relevant invoice, and where no date is specified, on the 20th of the month following the Company's invoice.
- 2.3 The Company may change the required frequency of payment, and may require payment to be made in advance or any other method, by giving 5 days' written notice to the Customer.

3. Interest

- 3.1 The Customer shall pay interest at the rate of 2.5% above the Company's overdraft rate on any overdue amount, from the due date until the date payment is received.
- 3.2 If the account is not paid within 30 days after the due date, the Company's debt recovery agency may charge you a fee equal of 25% of the unpaid portion of the invoice amount and other legal and collections costs not covered by the fee.
- 3.3 Any expenses (including legal costs) incurred by the Company in the enforcement of any rights contained in these Terms and Conditions shall be paid by the Customer.

4. Risk and Delivery

- 4.1 The risk of any loss, damage or deterioration of or to the Goods passes to the Customer on delivery of the Goods to the Customer.
- 4.2 Unless otherwise agreed by the parties, the Company will be responsible for arranging the carriage of goods. Delivery of the Goods shall be deemed to have taken place when the Goods are delivered to the Customer's premises or such other delivery point as the parties agree. All costs of and incidental to delivery shall be determined by the contract.
- 4.3 Signature of any delivery note by or on behalf of the Customer shall be conclusive evidence of delivery.
- 4.4 The Customer will provide the Company (and its employees, agents and contractors) with access to the delivery site during the Customer's normal hours of operation and at such other times as may be necessary for the Company to deliver the Goods in accordance with these Terms and Conditions.
- 4.5 The Company will endeavor to meet delivery dates however delay in delivery shall not give rise to any liability on the part of the Company nor release the Customer from any obligation to accept and pay for other deliveries.

5. Ownership

- 5.1 Title to the Goods shall remain with the Company until the Goods have been paid for in full.
- 5.2 If the Customer deals with any Goods before ownership passes and they become an integral part of other items, ownership of those other items will be vested in the Company in the same proportion that the value of the Goods supplied by the Company bears to the other items.
- 5.3 Until payment in full is received, the Company may, without prejudice to any of its other rights or remedies, repossess any of the Goods, whether or not payment may have been received for some, and for that purpose may by its servants or agents, enter any premises where the Goods may be situated and take whatever other action is required in order to repossess the Goods. The Company shall have no liability resulting from the repossession of the Goods and the Customer hereby agrees to indemnify and keep indemnified the Company, its servants and agents, for any alleged liability resulting from the repossession. The Customer shall be liable for all costs (including legal costs on a solicitor-client basis) incurred by the Company arising out of the repossession of the Goods.
- 5.4 Until ownership passes to the Customer, the Goods are held by the Customer for and on behalf of the Company as fiduciary.

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

- 6.1 The Customer grants to the Company a security interest as defined in the PPSA in the Goods and their proceeds ("the Security Interest"), to secure performance of the Customer's obligations under these Terms and Conditions.
- 6.2 The Customer agrees to execute documents and do such further acts as may be required by the Company to register the Security Interest granted to the Company.
- 6.3 If any Good is combined, blended or co-mingled with any other products or goods, the Company's Security Interest will extend to the new or co-mingled goods to the fullest extent permitted under the PPSA.
- 6.4 Until ownership of the Goods passes the Customer waives its right under the PPSA:
 - (a) to receive a copy of any verification statement;
 - (b) to receive a copy of any financing change statement;
 - (c) to receive any notice that the Company intends to sell the Goods or retain the Goods on enforcement of the Security Interest;

- (d) to object to a Company proposal to retain the Goods in satisfaction of any obligation owed by the Customer to the Company;
 - (e) to receive a statement of account on sale of the Goods;
 - (f) to redeem the Goods; and
 - (g) where any Goods becomes an accession (as defined in the PPSA), to not have any Goods damaged when the Company removes the accession, to receive notice of removal of the accession and to apply to the court for an order concerning the removal of the accession.
- 6.5 Until ownership of the Goods passes to the Customer, the Customer must not give the Company a written demand or allow any other person to give the Company a written demand requiring the Company to register a financing change statement under the PPSA or enter into or allow any other person to enter into the Register of Personal Property Securities, a financing change statement under the PPSA.
- 6.6 The Customer acknowledges that it has received value as at the date of first delivery of the Goods and has not agreed to postpone the time for attachment of the Security Interest granted to the Company under these Terms and Conditions.

7. Consumer Guarantees Act 1993

- 7.1 Where the Customer is a business (as is defined in the Consumer Guarantees Act 1993), the Customer agrees that it is acquiring the Goods from the Company for business purposes and that the Consumer Guarantees Act 1993 does not apply.

8. Warranties

- 8.1 The Customer acknowledges that there are no warranties, undertakings or representations expressed or implied or otherwise given by or on behalf of the Company in respect of the Goods.
- 8.2 To the maximum extent permitted by law, all statutory warranties expressed or implied in respect of the Goods are hereby expressly excluded.

9. Limitation of liability

- 9.1 The Company operates a stringent quality assurance system. Any claim made by the Customer for damaged or defective goods ("Defective Goods") and/or shortages must be made to the Company in writing within fourteen days of the date of delivery of the Defective Goods to the Customer.
- 9.2 Under no circumstances are Goods to be returned to the Company unless the damage or defect is accepted and acknowledged by the Company.
- 9.3 If a claim is accepted, the Company may at its option:
- (i) Replace the Defective Goods with the same or similar Goods as soon as practicable; or
 - (ii) Refund the amount paid by the Customer for the Defective Goods.
- 9.4 The Company excludes all liability it may have to the Customer to the extent permitted by law. The Company will not be liable for loss or liability suffered by the Customer as a consequence of any delay or failure to deliver any Goods under these Terms and Conditions. This exclusion applies whatever the Customer is claiming for and however the Company's liability arises whether it be under contract, tort (including negligence), equity, legislation or otherwise.
- 9.5 The Customer shall not be liable in any circumstances whatsoever for any indirect or consequential loss or damage suffered by the Customer or by any third party arising out of or related to the supply of the Goods.
- 9.6 If the Company is held liable to the Customer, or a third party, and the Company cannot rely on the exclusions of representations, warranties or liabilities set out above, then the liability of the Company shall in all cases be limited solely to the contract price of the Defective Goods.

10. No liability for events beyond control

- 10.1 The Company shall not be liable for any failure or delay in performing any obligation under these Terms and Conditions if the failure or delay arises due to an act of God, fire, explosion, industrial dispute, epidemic, pandemic, act of government such as a change in legislation, regulation or order made under legislative authority, or anything else beyond the Company's reasonable control.

11. Collection and Use of Information

- 11.1 The Customer authorises the Company to collect, retain and use, and authorises third parties to provide, any information about the Customer, for the purposes of assessing the Customer's creditworthiness and enforcing any rights under these Terms and Conditions. The Customer shall provide any verification information when requested which may be necessary for the Company to comply with any Anti-Money Laundering and Countering Financing of Terrorism laws requirements. The Company may refuse to supply Goods to the Customer (or cancel any contract if applicable) if it is not satisfied (in its sole discretion) as to the Customer's creditworthiness or verification.
- 11.2 The Customer authorises the Company to disclose any information obtained to any person for the purposes set out in 11.1.
- 11.3 Where the Customer is a natural person the authorities under paragraphs 11.1 and 11.2 are authorities or consents under the Privacy Act 1993.

12. Intellectual Property

- 12.1 Any IP developed or discovered by either party, or both parties, in connection with the supply of Goods, shall be the absolute property of the Company.

13. Miscellaneous

- 13.1 The Customer shall not transfer or assign its rights without first obtaining the Company's prior consent in writing. A change in the Customer's effective ownership or control will be deemed to be an assignment for the purpose of this clause.
- 13.2 Failure by the Company to enforce any of these Terms and Conditions shall not be deemed to be a waiver of any of the rights or obligations by the Company.
- 13.3 Where these Terms and Conditions are inconsistent with any order or instruction received from the Customer, these Terms and Conditions shall prevail.
- 13.4 If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

- 13.5 These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand, and the parties submit to the exclusive jurisdiction of the New Zealand courts.
- 13.6 Unless otherwise stated, all prices exclude Goods and Services Tax, freight, insurances and any applicable taxes.
- 13.7 The Customer agrees that its own terms of trade (if applicable) do not apply.
- 13.8 Nothing in these Terms and Conditions creates any agency, partnership, joint venture, or employment relationship between the Company and the Customer. Neither party has the right to bind the other in any way.
- 13.9 These Terms and Conditions may be amended by the Company at any time without the consent of the Customer. Any change will apply from the date the Company notifies the Customer in writing.