



**Awarua Enterprises T/A Pussydo**  
 McShane Road Richmond 7081  
 Phone – **0800 101 601**  
 Email - [info@pussydo.co.nz](mailto:info@pussydo.co.nz)  
[www.pussydo.co.nz](http://www.pussydo.co.nz)

## TRADE CREDIT APPLICATION FORM

<b>COMPANY DETAILS</b>	
Company Name:	
Trading Name:	
Delivery Address:	
Postal Address:	
Fax:	
Phone:	
Mobile:	
Proprietors Name:	
Proprietors Address:	
Type of Business: <i>(please circle)</i>	<input type="checkbox"/> Limited Liability Company, <input type="checkbox"/> Sole Trader, <input type="checkbox"/> Partnership, <input type="checkbox"/> Other _____
Number of years in Business:	
Capital:	
Bank & Branch:	
Names of other people in partnership or corporation:	1. _____ 2. _____ 3. _____
<b>Accounts Contact:</b>	
<b>Accounts Phone No:</b>	
<b>Everyday Contact:</b>	
<b>Email for Invoices/Statements:</b>	
<b>Email for General Information:</b>	
Monthly Credit Required (\$):	

<b>Trade References (please provide three)</b>			
Name	City	Telephone	Contact Person
1.			
2.			
3.			

## **TERMS AND CONDITIONS OF TRADE**

**Security Interest:** I hereby understand that any goods I purchase remain the property of Awarua Enterprises T/A Pussydo until they have been fully paid for and grant a security interest in those goods which is capable of being perfected by being registration on the Personal Property Securities Register.

**Privacy Act 1993:** I authorize you to obtain from any person or entity, and any such person or entity to provide you with any information that you require in response to your credit application and or employment inquiries. I authorize you to furnish to any third-party details of this application and any subsequent dealings that I may have with you as a result of this application.

**Reservation of Title:** That title and property does not pass in either the goods or proceeds from sale or otherwise of the goods to a third party until paid for in full. Upon any sale or other disposition of the goods for value prior to full payment for the goods Awarua Enterprises T/A Pussydo shall be legally and beneficially entitled to the proceeds and the debtor must pay such proceeds into a separate bank account and immediately thereafter account to Awarua Enterprises T/A Pussydo for such proceeds.

**Payment and Accounts:** The debtor will pay Awarua Enterprises T/A Pussydo for all goods and or services supplied, or any other monies due hereunder as per the terms set out below.

- Unless otherwise stated, payment for Goods and Services must be made on or before 20<sup>th</sup> of the month following date of invoice.
- Should Awarua Enterprises T/A Pussydo not receive payment all costs of the collections process will be payable by the customer. We reserve the right to charge interest at the rate of 2% per annum above BNZ's base rate for commercial lending on overdue accounts from the date due until the date that the goods are repaid in full. In the event of court proceedings being issued for non-payment, all costs, including our legal fees, will be payable by the customer. We reserve the right to issue legal proceedings in any court.
- Awarua Enterprises T/A Pussydo reserves the right to withdraw credit facilities in its absolute discretion at any time, and payment shall thereafter be due on the delivery of any further products supplied.
- **Stop Credit will be applied automatically to any accounts with payment outstanding 60 days.**

Awarua Enterprises shall not be liable to the buyer for any damage, loss, defect or delay caused beyond Awarua Enterprises reasonable control including but not limited to strikes, lock-outs, theft, damage to plant, machinery or buildings, Government interference, and any other forces majeure.

Awarua Enterprises shall be entitled to charge the buyer for the actual costs, as between solicitor and client or otherwise, of enforcement or overdue accounts.

These conditions of sale and the contracts to which they relate shall be governed by New Zealand Law, and the buyer consents to the exclusive jurisdiction of the New Zealand Courts closest to the proposed place of business of Awarua Enterprises in any and all actions and proceedings between the parties, whether arising under any contract for the sale of products or otherwise.

Failure by Awarua Enterprises to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Awarua Enterprises has under this contract.

### **Personal property securities act 1999**

The client agrees that the provisions here in constitute a Security Interest in Personal Property (as those terms defined in the Personal Property Securities Act 1999 ("PPSA") in respect of which the contractor may register a financing statement on the Personal Property Securities register.

The client hereby waives its rights contained in sections 116,119,120(2), 121,125,126,127,129,131 and 132 of the PPSA.

**Change of Details:** The customer must notify Awarua Enterprises of any change in any of the details provided by it on the Credit Account Application within 7 days of such change occurring.

**Personal Guarantee:** I am a director and / or trustee and / or shareholder of the Company named in this application and as such I guarantee to make good any overdue monies owed by the company in the event of the company being placed in receivership, ceasing trading or being wound up.

If any provision of this contract should be invalid or illegal or unenforceable the validity or existence legality and enforceability of the remaining provisions shall be not affected, prejudiced or impaired.

**DECLARATION:**

I acknowledge that the above information is true and correct and that I am authorised to make this application for credit. I have fully read and understand the TERMS AND CONDITIONS OF TRADE contained in this Trade Credit Application and in the Creditors Conditions of sale and agree to those terms and conditions.

**SIGNED by the applicant(s) to agree with above trading terms.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Position: \_\_\_\_\_

Position: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**For Office Use Only:**

Applications Details Approved	Signed _____	Date: _____
Trading Application Accepted	Signed _____	Date: _____