

Kooga NZ Limited (“the Company”)

**CUSTOMER ACCOUNT APPLICATION**

Please tick the appropriate box	
<input type="checkbox"/> Update Account	<input type="checkbox"/> New Account

Please indicate the type of entity			
<input type="checkbox"/> School	<input type="checkbox"/> Club	<input type="checkbox"/> Business	<input type="checkbox"/> Other .....

SECTION 1 All Applicants to complete:			
Applicant/Customer Name:			
<small>(Full name of the legal entity applying for the Customer Account to be opened and to be responsible for payment of any monies owed)</small>			
Postal Address:			
Delivery Address:			
Billing Address <i>(if different to the above)</i> :			
Contact Details	Name:	Phone number/s	Email/s:
Purchasing Officer			
Accounts Contact:			
Other:			
Primary Contact:			
Special instructions eg PO # required			

SECTION 2 For Clubs Only		
Name of Club		
Incorporated: <input type="checkbox"/>	Date:	
Partners / Officers / Trustees		
President:	Name:	Phone
Treasurer:	Name::	Phone:
Secretary:	Name:	Phone:
Uniform Rep:	Name:	Phone:

SECTION 3 For Business Customers Only:	
Type of Entity: <input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Other
Company Number:	Date of Registration:
Director/Partner Names:	Address
Director/Partner Names:	Address
Accountant (name & phone #):	Solicitor (name and phone #):
Credit Sought: \$	Nature of Business:
CREDIT REFERENCES (please provide Trade References only)	
1.	Contact Name/Phone:
2.	Contact Name/Phone:
Bank/Branch:	Contact:

DECLARATION I/we declare that the above information is correct & that I/we have read and understood the Terms & conditions attached & sign as duly authorised person(s)	
SIGNATURE(S): (Position/Title)	Date

# TERMS OF TRADE

Of

## KOOGA NZ LIMITED

WHERE THE GOODS AND/OR SERVICES SUPPLIED PURSUANT TO THIS AGREEMENT ARE SUPPLIED FOR THE PURPOSE OF A BUSINESS THEN THE PROVISIONS OF THE CONSUMER GUARANTEES ACT 1993 WILL NOT APPLY (SECTION 42.2)

### 1. ACCEPTANCE AND TERMS

Unless otherwise agreed in writing by The Company, the following are the Company's Terms and Conditions of Sale. These, together with any other Terms and Conditions agreed upon in writing between the Company and the Customer ("The Purchaser") will apply to all sales of products by the Company to the Purchaser.

The following Terms and Conditions of Sale are accepted as the conditions applicable to all sales whether or not they appear on invoices or delivery documents. The placing of an order will be deemed to be acceptance of these new conditions.

### 2. PRICE AND ORDERS

2.1 The Company reserves the right to refuse to accept any order or any part of an order, and to deliver goods by instalment, in which case each instalment will comprise a separate contract and will be paid for as if it were a separate order.

2.2 The issuing of a Purchase Order by the Purchaser constitutes acceptance of the Purchaser's indebtedness.

### 3. RISK, DELIVERY AND INSURANCE

Delivery of the Goods will be deemed to occur when the Goods are delivered to the Purchaser or Purchaser's premises by the Company or its agent at the location specified by the Purchaser, or when the Purchaser or any employee or agent of the purchaser takes possession of the Goods, whichever occurs first.

The Company will make every effort to ensure delivery of Goods is on time but will not be liable for any loss or damage, including (without limitation) consequential loss arising in any way from any delay in delivery.

While the goods continue to secure the Purchaser's indebtedness and Obligations, the Purchaser must keep the goods insured in the names of The Company and the Purchaser for their respective rights and interest and must produce to the Company, upon demand, such evidence as the Company may require to confirm the existence of such insurance. If the Purchaser defaults in complying with its obligations under this clause, the Company may insure the goods and the cost of effecting such insurance must be paid by the Purchaser to the Company upon demand.

### 4. DAMAGE, DEFECTS & LOSS IN TRANSIT

Complaints and claims must be made in writing to the company by the Customer within forty-eight hours of delivery. Failure to obtain a receipt of goods delivered will not be proof of non-delivery, short delivery or of any defect. The Company has the right in its discretion in respect of any accepted claim to replace the goods or to credit the appropriate portion of the purchase price thereby fully discharging all its legal liabilities. The Company is not liable for any loss, direct or indirect, or consequential, attributable to defective goods except to the amount of the price for those goods as sold to the Customer. Claims for loss in transit will be made under the Carriage of Goods Act.

### 5. PAYMENT TERMS

Payment in full is required before an order can be processed.

### 6. GOODS RETURNED FOR CREDIT

The acceptance of goods for credit will be at the sole discretion of the Company. Goods accepted for credit on return will be returned free of all charges (freight, insurance, taxes and duties) and be accompanied by the relevant packing slip or invoice number and in the original (and undamaged) packaging and with all relevant manual and in a saleable condition.

### 7. SECURITY INTEREST

Ownership in the goods will not pass to the Customer and any proceeds of sale of the goods will belong to the Company until the Customer has paid for the goods in full.

### 8. GOODS ON APPROVAL

Goods supplied "on approval" will be supplied at the Company's discretion only and with a valid Customer order number. All goods supplied "on approval" will be returned to the Company on demand. Where goods have not been returned upon demand an Invoice will be generated. Goods supplied "on approval" will be subject to the conditions as to risk (ante).

### 9. WARRANTIES

The company's liability will extend only to repair or replacement of goods under warranty and will not extend to any consequential damages and or loss. The Company will not accept liability where, in the company's opinion, the product has been misused or used incorrectly, static sensitive devices have been tampered with or where the product was supplied in anti static protective packaging but not returned in such packaging. (A full description of the fault(s) must be supplied with returned products).

### 10. SEVERABILITY

If any provision or part of a provision of these Terms will not be enforceable or might prejudice the application of the Terms relating to Ownership of the goods then that provision or part thereof will be deemed deleted and the rest of these Terms will remain in full force and effect.

11. WHEREVER the Purchaser is a limited liability Company, each and every Director thereof will enter into a personal indemnity and/or guarantee as required on the Credit Application form and such personal guarantee is to be read in conjunction herewith.

### 12. PRIVACY ACT

The Purchaser hereby accepts and agrees that as a Condition of trade the Company may and is hereby authorised to seek and obtain information on its Customers from its Credit and other agencies and in the case of debtors to provide details of such to the Company's Credit and Debt Collection Agencies.

Signed: .....Dated / /200