
Daltons Limited

APPLICATION FOR CREDIT ACCOUNT

DATE _____

NAME OF BUSINESS _____

TYPE OF BUSINESS (Company, Partnership, etc) _____

TRADE NAME (if different) _____

PHYSICAL ADDRESS _____

POSTAL ADDRESS (if different) _____

DELIVERY ADDRESS _____

PHONE _____ MOBILE _____

DELIVERY EMAIL _____ WEBSITE _____

APPLICANTS PLEASE NOTE

Daltons Ltd asks that you retain pages 5, 6 and 7 detailing the **CONDITIONS OF SALE** for your records.

Please email completed signed application to sales@daltons.co.nz
or return signed original to Daltons Ltd, PO Box 397, Matamata.



Daltons Ltd Head Office
PO Box 397, 266 Hinuera Road West, MATAMATA
P 0800 808 150 | F 0800 808 151
E sales@daltons.co.nz | www.daltons.co.nz



ACCOUNTS CONTACT NAME _____ PHONE _____
EMAIL _____ MOBILE _____
EMAIL (For invoices and statements) _____

SALES CONTACT NAME _____ PHONE _____
EMAIL _____ MOBILE _____
EMAIL (For newsletters etc) _____

O/N Required **Y** **N**

BANK _____ **BRANCH** _____
ADDRESS _____

EXTERNAL ACCOUNTANTS _____
CITY _____ **PARTNER CONCERNED** _____

SOLICITORS _____
CITY _____ **PARTNER CONCERNED** _____

NAMES AND ADDRESSES OF DIRECTORS/PARTNERS/TRUSTEES

Name _____ Address _____ Phone _____
Name _____ Address _____ Phone _____
Name _____ Address _____ Phone _____
Name _____ Address _____ Phone _____
Name _____ Address _____ Phone _____



TRADE REFERENCES

IMPORTANT – please do not use the following companies for trade references as they do not provide them.

- Bunnings Limited
- Carters Limited
- Farmlands
- Farm Source
- Goodman Fielder
- Hirepool
- Office Max Limited
- Mitre10
- PBT Transport
- PGG Wrightsons (Fruitfed)
- Turner & Growers
- UDC Finance
- The Warehouse / Warehouse Stationery
- All Utility Companies (ie Power, Gas and Telephone Companies)

Business name	Contact	Phone	Email
Business name	Contact	Phone	Email
Business name	Contact	Phone	Email

I hereby certify the above particulars are correct. I also understand that should credit facilities be extended to the above company, terms of payment to Daltons Limited are strictly 20th of the month following date of invoice and failure to comply may result in the withdrawal of such credit facilities.

I warrant to Daltons Limited that I am duly authorised to enter into this Application and future contracts on the applicant/buyer's behalf.

The applicant agrees that Daltons Limited may obtain information about the applicant (including from any credit or debt collection agencies) in the course of its business and the applicant consents to any person providing Daltons Limited with such information. The applicant agrees that Daltons Limited may give any information it has relating to the applicants creditworthiness to any other person (including any credit or debt collection agencies) for credit assessment and debt collection purposes.

I have **read and retained a copy of the terms and conditions printed on pages five, six & seven of this application** and agree that the applicant/buyer shall be bound by them and that all future dealings between Daltons Limited and the applicant/ buyer shall be on those terms and conditions and no others unless expressly varied or added to in writing between us.

Name of Business (Company, Partnership, etc) _____

Trade Name (if any) _____

Signature of Applicant _____ **Date** _____

Name _____

Position in Business _____



GUARANTEE

In consideration of Daltons Limited agreeing to supply or continuing to supply the buyer with products, the undersigned jointly and severally **HEREBY GUARANTEE** to Daltons Limited (and its successors and assigns) the due and punctual payment of all moneys due and the performance of all obligations to Daltons Limited by the buyer and the undersigned agree to pay such moneys and perform such obligations on demand to Daltons Limited, and as between Daltons Limited and the undersigned, the undersigned shall be deemed to be principal debtor(s) of Daltons Limited.

This guarantee shall be a continuing guarantee to Daltons Limited for all moneys and all obligations whatsoever owing by the buyer to Daltons Limited in respect of products supplied and shall remain in force until this guarantee is released by Daltons Limited in writing.

DATED this _____ day of _____ 20____

Signature

Signature

Name of Guarantor

Name of Guarantor

FOR OFFICE USE ONLY

Approved / Declined Customer Code _____ Credit Limit _____

Application signed by authorised person

Business Outline completed

Company's Certificate attached

Google image attached

Date _____ Notes _____ Discount Schedule Number _____

	Reference 1	Reference 2	Reference 3
Customer Since (Date or months)			
Payment History (Prompt/Irregular)			
Approximate Monthly Spend (\$)			
Recommended (Yes/No)			



DALTONS LIMITED CONDITIONS OF SALE

1. These conditions apply to the provision of all products by Daltons Limited to the buyer.
2. All orders for products are subject to and not binding until their acceptance by Daltons Limited.
3. All priced quoted are exclusive of GST, duties or other tax or levy imposed by Government or local authority.
4. Payment for all products supplied on credit is due on the 20th day of the month following the date of invoice.
5. Interest is payable as a penalty on all overdue accounts at the rate of 2% per month until date of payment.
6. The buyer may make payment of any amount due to Daltons by credit card. Payment by credit card will incur an additional fee of 1.75%.
7. The buyer will at all times make full and accurate disclosure to Daltons Limited of any material information that might affect its decision to continue granting credit to the buyer.
8. Daltons Limited 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. If Daltons Limited withdraws its credit facilities, all payments owing will be due in full immediately.
9. Daltons Limited reserves the right to apply a credit limit to the buyer's orders which may be altered from time to time at the discretion of Daltons Limited.
10. Until payment in full of all products supplies has been made, the buyer acknowledges and agrees that:
 - (a) the products supplied are held by the buyer as fiduciary bailee to be sold by its agent for and on behalf of Daltons Limited;
 - (b) the buyer shall if directed by Daltons Limited store the products supplied in such a way that it is clear that they are the property of Daltons Limited;
 - (c) the buyer hereby irrevocably gives Daltons Limited its agents and servants leave and licence without the necessity of giving any notice to enter on and into any premises occupied by the buyer to search for and remove any of the products supplied to the buyer or in which Daltons Limited has ownership as aforesaid without in any way being liable to the buyer or any person or company claiming through the buyer. If the products or any of them are wholly or partially attached to or incorporated in any other products, Daltons Limited may where practical disconnect or sever the products in any way whatsoever as may be necessary to remove the products;
 - (d) If the products have been re-sold by the buyer prior to payment in full of the outstanding indebtedness of the buyer, then the proceeds of such re-sale shall be the property of and for the account of Daltons Limited but for an amount no more than such indebtedness;
 - (e) this clause is intended to protect Daltons Limited in the event of the insolvency of or default in payment by the buyer;
11. Payment received may be accepted and applied by Daltons Limited in respect of any indebtedness of the buyer as the Company shall think fit and Daltons Limited shall not be bound by any conditions or qualifications attaching to such payments.
12. The buyer agrees to provide from time to time at the request of Daltons Limited such personal or corporate or financial statements as are considered necessary to ascertain the current credit status of the buyer or any guarantor of the Buyer.
13. The buyer shall, if required by Daltons Limited arrange for a third party to guarantee the buyer's obligations to Daltons Limited.
14. The liability of Daltons Limited for any loss or damage whatsoever and howsoever caused (including loss or damage caused by the negligence of Daltons Limited or its servants or agents or sub-contractors) arising out of or in connection with the sale of the products supplied shall be limited to either replacement of the products or, at the sole discretion of Daltons Limited, a refund of the price of the products. In particular and without limiting the generality of this clause Daltons Limited shall in no circumstances be liable for economic or consequential losses suffered by the buyer.

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15. Daltons Limited shall not be liable for any loss or delay in delivery, and it is hereby expressed that time shall not be of the essence in performance of any obligation covered by these conditions of sale unless specifically agreed to the contrary. Delivery dates are approximate and are based on the best available information from Daltons Limited's suppliers and principals.
16. Products sold may only be returned for credit to Daltons Limited if:
 - (a) they are in the same condition and packaging as when they left Daltons Limited factory;
 - (b) they are accompanied by the original invoice and where applicable delivery docket to which they relate;
 - (c) they are returned within 14 days of the date of their delivery to the buyer.Acceptance of any returns is at the absolute discretion of Daltons Limited.
17. The Consumer Guarantees Act 1993 does not apply to the supply of products by Daltons Limited to the buyer.
18. The buyer shall be solely responsible to ensure that the products as ordered are fit and suitable for the purpose for which they are intended and of merchantable quality. All conditions and warranties expressed or implied statutory or otherwise are hereby excluded except for those as provided in these conditions of sale.
19. Daltons Limited shall not be responsible for wear and tear, or damage caused to products by factors other than defective workmanship or defective material used.
20. Daltons Limited reserves the right to cancel any contract upon the occurrence of any of the following events:
 - (a) the buyer refusing to accept any of the products ordered;
 - (b) the buyer breaching or failing to perform any of the other provisions of these conditions of sale whether material or not;
 - (c) the buyer committing an act of bankruptcy, or act of insolvency deeming it liable to be liquidated or going into liquidation or statutory management;
 - (d) the buyer making a composition with its or his creditors whether sanctioned by the High Court or by common law;
 - (e) Any other event which gives Daltons Limited reasonable ground to conclude that the buyer may not be able to perform or observe its obligations to Daltons Limited.
21. Daltons Limited shall not be liable to the buyer for any damage, loss, defect or delay caused beyond Daltons Limited reasonable control including but not limited to strikes, lock-outs, theft, damage to plant, machinery or buildings, Government interference, and any other force majeure.
22. Daltons Limited shall be entitled to charge the buyer for the actual costs, as between solicitor and client or otherwise, of enforcement of overdue accounts or of otherwise enforcing its rights under these conditions, including the registration of a financing statement as detailed at clause 22.
23. The buyer acknowledges that Daltons Limited has a security interest in the products supplied by Daltons Limited and their proceeds for the purposes of the Personal Property Securities Act ("PPSA"). Accordingly:
 - (a) the buyer will provide such information and do such acts and execute such further documents necessary to enable Daltons Limited to perfect under the PPSA the security interest created by these conditions of sale;
 - (b) Daltons Limited may do all things which it thinks desirable to remedy any default by the buyer or otherwise protect the products or the security interest created by these conditions;
 - (c) the buyer irrevocably appoints Daltons Limited to be the buyer's attorney to do anything which the buyer agrees to do under these conditions and anything which the attorney thinks desirable to protect Dalton's Limited's interests under these conditions and the buyer ratifies anything done by an attorney under these conditions. The buyer agrees sections 114 (1) (a), 133 and 134 of the PPSA shall not apply to these conditions;
 - (d) the buyer waives the buyer's right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement;

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- (e) the buyer agrees that none of the buyer's rights as debtor under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA shall apply to these terms;
 - (f) the buyer also agrees, where Daltons Limited has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply;
 - (g) the buyer must not change the buyer's name without first notifying Daltons Limited of the new name not less than 7 days before the change takes effect;
 - (h) the buyer must not allow or permit the creation of a lien over any of the products.
24. The buyer authorises Daltons Limited to collect, retain, and use any information about the buyer, or for the purpose of assessing the buyers credit worthiness, enforcing any rights under these conditions, or marketing any goods and services provided by Daltons Limited to any other parties.
25. The buyer authorises Daltons Limited to disclose any information obtained to any person for the purposes set out in clause 23.
26. Where the customer is a natural person the authorities under clauses 23 and 24 are authorities or consents for the purposes of the Privacy Act 1993.
27. 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 Daltons Limited in any and all actions and proceedings between the parties, whether arising under any contract for the sale of products or otherwise.
28. Failure by Daltons Limited to enforce any of the conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Daltons Limited has under this contract.
29. If any provision of this contract should be invalid or illegal or unenforceable the validity of existence legality and enforceability of the remaining provisions shall be not affected, prejudiced or impaired.
30. Daltons Limited reserves the right to amend these conditions from time to time. The buyer will be notified of any changes.