



HENNESSY GROUP LTD

TERMS OF TRADE & CREDIT APPLICATION FORM

Head Office
 54 The Boulevard
 P.O. Box 10270, Te Rapa
 Hamilton 3241
 Phone 07 849 2355
 Fax 07 849 2346

Registered Company Name:			
Trading Name:			
Type of Business:	Limited Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>
	Company Number:	Trust <input type="checkbox"/>	Date of Birth / /
Registered Office Address:		GST #:	
Nature of Business:		Date Commenced Trading / /
Postal Address:		Postal Code:	
Delivery Address:		Postal Code:	
Contact Details:	Phone ()	Accounts Ph: ()	
	Fax ()	Email:	
Directors/Partners/Proprietors and/or Company officers			
Full Name	Private Address	Private Phone	
		()	
		()	
		()	
Bank:	Contact:	Branch:	Phone ()
Solicitor:	Contact:	Phone ()	
Accountant:	Contact:	Phone ()	
Trading References (Do not include Power, Phone, Courier or Fuel Companies)			
	Contact:	Phone ()	
	Contact:	Phone ()	
	Contact:	Phone ()	
Declaration and Privacy Authorisation			
1.	I/We declare that the particulars supplied above are true and correct and I/we agree that in the event of default in the payment of the account, Hennessy Group Ltd shall be entitled to recover along with the outstanding debt, all legal costs and any other costs reasonably incurred in recovering the outstanding amount.		
2.	I/We authorise any person or Company to provide you with such information as you may require in response to your credit and/or enquiries. I/We further authorise you to furnish to any third party details of this application and any subsequent dealings I/We may have with you as a result of this application being auctioned by you and in relation to any account I/We may have with you.		
3.	Acceptance of Terms: Once an order is placed after these terms have been forwarded to you for signature, you are DEEMED TO HAVE ACCEPTED our terms and conditions of trade UNLESS YOU NOTIFY OTHERWISE.		
Authorised Applicant Full Name:		Signature:	Date:
		 / /
		 / /
		 / /

Hennessy Group Ltd - Terms and conditions of sale

In these terms "the Supplier" means Hennessy Group Ltd and the "Buyer" means the customer names in the attached credit application form.

- 1. Acceptance & Application of Terms:**
 - a These conditions shall apply to all goods and services sold by Hennessy Group Ltd.
 - b The Supplier may change these terms and conditions by notice in writing to the Buyer at any time.
- 2. Order & Returns:**
 - a No goods will be accepted for return without prior consent of the Supplier.
 - b Any goods returned for credit must be received within 14 days of receipt of delivery and must be accompanied by a copy of the original packing slip or invoice.
 - c The Supplier may make a deduction to cover handling charges or for deterioration in the original quality or appearance of goods.
- 3. Prices:**
 - a The price payable by the Buyer in relation to goods ordered is the price at the date of delivery. The Supplier's prices are subject to change without prior notice and prices will be notified as orders are received.
 - b The price of indent orders may be subject to increases between the date of order and the date of delivery due to fluctuations in international monetary exchange rates, shipping rates, shortages, duties and tariffs, and other events beyond the control of the Supplier.
 - c The Buyer shall, unless otherwise agreed, pay in addition to the price of the goods, all GST or other taxes and duties on the goods and all freight costs and insurance in respect of the goods.
- 4. Delivery & Risk:**
 - a Delivery of Goods and Services shall be deemed complete when the Supplier gives possession of the Good and Services directly to the Buyer of the Goods and Services, or are given to a carrier, courier or other bailee for the purpose of transmission to the Buyer.
 - b The Supplier will make every effort to ensure delivery of goods is on time but will not be liable for any loss or damage, including (without limitations) consequential loss arising in any way from any delay in delivery.
 - c The Buyer must make any claims for short deliveries or damaged goods within 14 days of delivery and must quote the date of delivery and the packing slip number.
 - d The Goods and Services remain at the Suppliers risk until delivery to the Buyer.
 - e The time agreed for delivery shall not be an essential term of this contract unless the Buyer gives written notes to the Supplier making time of the essence.
- 5. Payment & Title:**
 - a Where the Supplier has agreed to extend credit to the Buyer, payment is to be made in full on the 20th of the month following the date of the invoice. Payment by cheque or by any type of transfer will not be considered payment until the payment has been fully cleared through the banking system into the Supplier's bank account.
 - b If payment is not made on the due date, the Supplier reserves the right to withhold further supply of goods until the customer's account is paid in full.
 - c The Supplier may charge interest on the overdue balance at a rate of not more than 5% per annum above the Supplier's current commercial overdraft rate charged by the Suppliers bank.
 - d Any expenses, disbursements and legal costs incurred by the Supplier in the enforcement of any rights contained in this contract shall be paid by the Buyer, including any reasonable solicitor's fees or debt collection agency fees.
- 6. Reservation of Title:**
 - a Property and ownership of goods will not pass to the Buyer until the Supplier received payment in full of the purchase price of the goods and all other amounts owing to the Supplier from the Buyer.
 - b If the Buyer fails to pay any amount to the Supplier under these conditions when it is due, the Supplier may without prejudice to any of it other rights and remedies recover and/or sell goods (or part thereof) and may enter the Buyer's premises for that purpose.
 - c Until full payment is made, the Buyer shall store goods in a way that clearly shows the Suppliers title.
- d The Buyer acknowledges that until its total indebtedness under the Supplier is discharged it holds the goods as a bailee of the Supplier and that a fiduciary relationship exists between them. If the Buyer should use or make use of the goods in such a way that they are mixed with other goods, used up in the process of making other goods or become an unidentifiable part of new and different goods, the Supplier will be given ownership of the goods as security for the full amount that the Buyer owes the Supplier.
 - e This clause 6 is intended to protect the Supplier in the event of default, insolvency, liquidation, or receivership of the Buyer.
 - f Where Goods and Services are retained by the Supplier pursuant to clause 6 (d) the Buyer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA. The Buyer grants to the Supplier a security interest in the goods and after acquired goods (including proceeds thereof) purchased from the Supplier in accordance with these terms and conditions of sale, until payment has been received in full for the Goods. The Buyer agrees to provide any further information and to enter into any further documentation required to enable the perfection of the supplier's security interest in the Goods pursuant to the Personal Property Securities Act 1999.
- 7. Force Majeure:**
 - a The Company shall not be liable for failure or delay to perform any obligation in whole or in part under these Terms or for any loss or damage (including indirect or consequential loss or damage) if such delay is due to Force Majeure, provided that nothing in this clause 7 shall excuse payment of any amount owing as it becomes due under any Contract.
 - b For the purposes of these Terms, *Force Majeure* means a circumstance beyond the reasonable control of a party which results in that party being unable to observe or perform on time an obligation under these Terms including, without limitation, strikes, acts of war, terrorism, riots, civil commotion, malicious damage, sabotage, revolution, acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster.
- 8. Consumer Guarantees Act:**
 - a The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Goods and Services from the Supplier for the purposes of a business in terms of section 2 and 43 of that act.
- 9. Personal Guarantee of a Company Directors or Trustees:**
 - a If the Buyer is a company or Trust, the directors(s) or trustee(s) signing this contract, in consideration for the supplier agreeing to supply Goods and Services and grant credit to the Buyer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to the supplier the payment of any and all monies now or hereafter owed by the Buyer to the supplier and indemnify the supplier against non-payment by the Buyer. Any personal liability if a signatory hereto shall not exclude the Buyer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Buyer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.
- 10. Intellectual Property**
 - a The Buyer acknowledges that neither the Buyer nor anyone it is responsible for has, or will acquire, any right, title or interest in the Suppliers intellectual property (including any intellectual property in any Goods or Services), and no Contract shall transfer any title or ownership in any of the same to the Buyer.
 - b The Buyer warrants that it will take steps to ensure that designs, instructions, marks or copyright information supplied to the Buyer will, if used, not cause the Buyer to infringe the patent, registered design, trademark or copyright or any person.

Initials