



Richmond Showroom

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Richmond 7020, Nelson
New Zealand

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🌐 www.bearingandengineering.co.nz

APPLICATION FOR CREDIT – PLEASE COMPLETE IN FULL

FULL NAME OF BUSINESS.....

DELIVERY ADDRESS.....

POSTAL ADDRESS.....

TELEPHONE (BUSINESS).....(MOBILE).....

(AFTER HOURS).....(FAX).....

E-MAIL.....

LEGAL STATUS: Registered Limited Company/Partnership/Sole Trader/Other.....

NAMES OF PARTNERS OR DIRECTORS & SECRETARY:

.....
.....
.....

NATURE OF BUSINESS.....

PERIOD BUSINESS HAS BEEN ESTABLISHED.....

CONTACT NAMES - PURCHASES.....

- ACCOUNTS.....
- ACCOUNTANTS.....
- SOLICITORS.....

TRADE REFERENCES:

1.....TELEPHONE.....
2.....TELEPHONE.....
3.....TELEPHONE.....

I/We agree to the Standard Conditions attached. Payment due 20th of month following invoice date. I/We understand that the conditions of this form do not guarantee me/us the right to operate a Credit Account.

SIGNED.....DATE.....

GENERAL CONDITIONS OF SALE AT BEARING & ENGINEERING SUPPLIES LTD

The conditions of sale apply to all goods sold by BEARING & ENGINEERING SUPPLIES LTD (the actual supplier being hereinafter referred to as the "company") to the purchaser of these goods (hereinafter referred to as the "buyer").

- 1. CONTRACT:** The contract shall arise upon acceptance by the company of the buyer's order. The items contained in the order together with these terms & conditions shall be the conditions of the contract. All other conditions, warranties, descriptions, representations & agreements whether expressed or implied by the law, trade, custom or otherwise are hereby excluded except for the company's official printed warranty where such warranty is issued to the buyer & the buyer complies with the requirements of such warranty. No agent or representative of the company is authorised to make any representations, statements or agreements not expressly confirmed by the company in writing & the company is in no way bound by any such unauthorised statements, nor shall any such statements be or be capable of being taken to form part of a contract with the company to this contract.
- 2. RISK:** Risk of any loss, damage or deterioration of, or to the goods shall be borne by the buyer from the time of dispatch.
- 3. DELIVERY:** Delivery shall be made at the place indicated by the order or as directed by the buyer & if no place shall be indicated by the order or be directed, delivery shall be made at the company's premises. The company reserves the right to deliver the goods by instalments. The company may withhold delivery until all, or any requirements of the company have been met
- 4. PRICE:** The prices contained in this order are based on prices per the company's published price list as at the date of delivery.
- 5. RETURNS:** BEARING & ENGINEERING SUPPLIES LTD reserves the right to apply 20% restocking fee to any goods returned. Goods must be returned within 14 working days & in new condition.
- 6. TAX:** Unless expressly included, prices do not include Goods & Services Tax. The buyer shall pay when due, all Goods & Services Tax (& any other duties & taxes) charged on the supply of goods.
- 7. TERMS OF PAYMENT:** Payment of the price is due on the 20th of the month following delivery unless varied in writing by the company. If payment is not received by the company by the due date, interest may be charged at the rate of 36% per annum on any amounts not received. If the buyer defaults in any payments or if the buyer commits any act of bankruptcy or if a company does any act which would render it liable to be wound up or a receiver appointed, the company may terminate the contract without prejudice to any other rights & payment for all goods delivered shall immediately become due & payable. The buyer shall pay all costs, expenses & out goings+ (including legal costs) incurred by the company in relation to the enforcement or attempted enforcement of any rights or powers conferred on the company in relation to any goods or services supplied by the company to the buyer.
- 8. PROPERTY:**
 - A)** The company shall retain title to the goods until the purchase price for the goods has been paid for in full.
 - B)** Until title of the goods has passed to the buyer:
 - i) The goods will be held by the buyer as bailee for the company & the company may require the goods to be stored or marked so as to be separately identifiable as the company's property;
 - ii) Buyer may resell the goods in the ordinary course of its business as agent for the company (but without authority to bind the company in any way) but may not otherwise pledge encumber or deal with the goods;
 - iii) Buyer irrevocably gives the company & its agent's permission without the necessity of prior notice to enter any premises of buyer to search for & recover the goods without being liable to buyer or any other person;
 - iv) Should the goods be seized or distrained while under buyer control, buyer shall immediately notify the company in writing & shall be liable to company for all costs incurred by company;
 - v) If so required by company, buyer shall inform company of the names & addresses of its customers as well as the nature of its claims.
- 9. CLAIMS:** The liability of the company for any loss or damage or injury arising directly or indirectly from any defect of the goods supplied is limited to replacement or repair of such defective goods or damages not exceeding the invoiced value of such defective goods at the option of the company. The company shall not be liable for any loss or damage or injury caused by improper or incorrect operation or use of the goods supplied. The company shall not be liable for any consequential indirect or special damage or loss of any kind whatsoever. Any claim by the buyer under this clause must be made in writing & received by the company within fourteen days after delivery of the goods.
- 10. WAIVER:** All the original rights, powers, exemptions & remedies of the company shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof. Any waiver shall apply only to the particular transaction.
- 11. SEVERABILITY:** If any provision of the Conditions of Sale is invalid, illegal or unenforceable it will be served & all other provisions will remain in full force & effect.