

Account Application

<p>OKO New Zealand Ltd</p> <p>Tel: 0800 (okonzl) 656695 Email: justin@okotyresealant.nz Website: www.okonewzealand.co.nz</p> <p>Application for Credit Facilities</p>
--

Company Trading Name	
Company Trading Address	
Post Code	
Telephone Number	
GST Number	
Company Registered Office	
Registered Office Address	
Company Number	
Holding Company	
Subsidiaries	

Address for statements /invoices if different	
Payment Contact Name	
Job Title	
Telephone Number	
Anticipated Monthly Account Turnover	£
Monthly Credit Limit Required	£
Bankers	
Address	
Account Number	
Trade Reference 1 Name Address	
Telephone Number	
Trade Reference 2 Name Address	
Telephone Number	

Application for Credit Facilities

I wish to open a monthly credit account and submit the above for your consideration. You are authorised to apply for any references required. In the event of Credit facilities being granted, I understand that: -

- a) Monthly accounts are payable by 28th day of the month with a maximum of 30 days credit. All sales are made subject to the attached Company's conditions of sale.
- b) Credit facilities may be withdrawn if accounts remain unpaid beyond the due date, or if the amount outstanding exceeds the credit limit set.

Signed: Position/Title:.....

Proposed by: Date:.....

Conditions Of Sale

Schedule of Terms and Conditions

The customer agrees that this schedule of terms and conditions sets out all the terms of contract between the customer and OKO New Zealand Ltd, with which the credit account is opened. The customer has not entered into the agreement on reliance on any representation or warrant (written or implied) made by or on behalf of OKO New Zealand Ltd

The customer acknowledges that the goods or services are suitable for purposes required.

Payment for the goods and services supplied must be made on or before the 28th day of the month following that in which the goods or services were delivered.

If the customer fails to pay an invoice within the time set out above.

The customer shall pay statutory interest from the date of the invoice, such interest being calculated on a daily basis.

OKO New Zealand Ltd will withhold the delivery of any goods or any services it has previously contracted to deliver or supply or at its sole discretion treat the said non-payment as a repudiation of all contracts.

Complaints by the customer as to the state, quality, fitness or condition of goods under services supplied shall not entitle the customer to withhold payment in respect of any monies due to OKO New Zealand Ltd

OKO New Zealand Ltd may take legal proceedings to recover the value of the goods subject to this agreement even though title to them may not have been passed by virtue of the terms and conditions or otherwise.

The customer shall not be entitled to complain about any matter or to reply upon each complaint in any dispute, whether in legal proceedings or otherwise unless the customer shall have made such complaint in writing to OKO New Zealand Ltd within 14 days of the manner giving rise to the complaint.

OKO New Zealand Ltd shall not be liable either in contract or tort for any defective goods or any loss suffered by the customer either directly or indirectly by any failure of OKO SALES LTD to comply with its obligations under any contract between itself and the customer, unless the customer has given OKO SALES LTD notice in writing before the date of the contract of the likely consequences of any breach when OKO SALES LTD's liability shall be Limited to the loss caused by such consequences.

OKO New Zealand Ltd shall not be liable for any failure to or delay in the supply of goods or services caused by circumstances beyond its control.

OKO New Zealand Ltd shall retain title to any goods supplied by it until payment in full has been received. If goods supplied have been converted to other goods the title of the other goods shall remain vested in OKO SALES LTD as if they were the original goods supplied.

The customer authorises OKO New Zealand Ltd to enter into the customers land or premises to recover the goods, the title to which have remained vested in OKO New Zealand Ltd

If goods, the title to which remains vested in OKO New Zealand Ltd have been sold, the customer agrees that OKO New Zealand Ltd shall have the right to the proceeds of the sale of such goods to the amount of any monies due to OKO New Zealand Ltd from the customer whether in relation to this or any other contract and such monies shall be deemed to be held by the customer in trust for OKO New Zealand Ltd.

Risk shall pass on delivery of goods, notwithstanding that title does not pass until payment.

FOR INTERNAL USE ONLY	DATE COMPLETE	INITIALS	PRINT NAME
Branch			
Manager responsible for Customer			
Details Entered Correctly			
Head Office			
References Checked			
Company Search completed			
Credit Limit Set			
Master Debtors Listing			
Branch Debtor Account Set			
Branch Informed			