



VJ Distributors Ltd

1204 Omahu Road,
Twyford
Hastings, 4175

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E: admin@vjdist.co.nz

APPLICATION FOR CREDIT ACCOUNT

Company **Sole Trader** **Partnership** **Trust** **Incorporated Society** **Other**

Registered Company Name: _____

Trading Name: _____

Postal Address: _____

_____ Post Code: _____

Physical Address: _____

_____ Post Code: _____

Phone: () _____ Email: _____

Nature of Business: _____ Years in Business: _____

Registered Office: _____ Company Number: _____

OWNERSHIP: Please insert owner(s) / Directors details

Full Name: _____ Home Phone: _____

Home Address: _____

Full Name: _____ Home Phone: _____

Home Address: _____

FINANCIAL & PROFESSIONAL ADVISORS:

Contact Person for Accounts: _____

Solicitors Name and Address: _____

Accountants Name and Address: _____

Order No Required: Yes / No Back Orders Accepted: Yes / No

P/Slip with goods: Priced / Unpriced

Invoices / Statements: Email Address: _____

Purchasing / Marketing: Email Address: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of VJ Distributors Limited, which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.**

SIGNED (CUSTOMER): _____ **SIGNED (THE COMPANY):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ **Name:** _____ **Date:** _____

Office Use Only:

Sales Person:..... Veda Credit Report Received: Yes / No Approved:

Date: Monitor Loaded Yes / No Entered by:

Acc No:



TERMS OF TRADE

Set out below are the Terms and Conditions of Sale (“the terms and conditions”) for all goods purchased by you (“the Purchaser”) from VJ Distributors Ltd (“the Seller”). Refer also to our Credit Terms for credit account customers, and our Privacy Policy.

1. Application: Unless expressly altered or modified in writing by the Seller the terms and conditions apply to all sales of goods by the Seller to the Purchaser, and on acceptance of an order by the Seller the terms and conditions shall be deemed to be incorporated in, and form part of, the contract of sale.

2. Price: Unless specified otherwise all prices quoted are exclusive of GST.

All prices are based on the applicable list price at the time of order, unless otherwise quoted by the Seller.

Quotations are open for acceptance for a period of 30 days from the date of the quotation, or such other period as the Seller specifies.

3. Payment: Payment must be made before delivery unless we have agreed to supply goods on the separate Credit Terms.

4. Risk and Title: The risk in goods supplied by the Seller to the Purchaser shall pass to the Purchaser on delivery to the shipper or forwarding agent by the Seller, when the Seller first makes an attempt to deliver if the Purchaser fails to accept the goods, or on the date of a request by the Purchaser to delay delivery, whichever is the earlier.

Title in goods supplied, or to be supplied by the Seller to the Purchaser, and ownership in them, shall not pass to the Purchaser until all amounts owing by the Purchaser to the Seller in respect of those goods and all other goods supplied by the Seller to the Purchaser have been paid in full.

5. Delivery: For local deliveries, we aim to deliver all orders the following working day, sometimes this may vary and fall into the following day. The delivery time frame is 1 to 3 working days.

This or any other agreed delivery time is an approximation and is not deemed an essential term of contract.

We may add delivery charges to orders when we require.

6. Limitation of Liability: Subject only to any mandatory liability or guarantee imposed by statute, and without prejudice to any rights granted thereby to the Purchaser:

(a) Unless expressly stated otherwise in the terms and conditions, all warranties, descriptions, representations, or conditions, whether implied by law, trade, custom, or otherwise, and whether relating to fitness, merchantability, suitability for purpose, or otherwise, and all specific conditions, even though such conditions may be known to the Seller, are expressly excluded; and

(b) The Seller shall not be liable in any way whatsoever to the Purchaser or to any third party, whether in tort (including negligence), contract or otherwise, for any indirect, special or consequential loss or damage whatsoever, and all such liability is expressly excluded; and

(c) The liability of the Seller in respect of any order of goods shall in any event be limited to the lesser of the purchase price of the goods complained of the cost of replacing the defective goods, and the actual loss or damage suffered by the Purchaser.

(d) The Seller shall not be responsible or liable in any way to the Purchaser for delays or defaults in delivery of the order or any part thereof nor for any loss or damage arising therefrom.



7. Returns: We generally accept goods returned to us within 7 days of dispatch for full credit to apply. A 20% handling charge will incur on goods returned between 7-14 days. Goods are non-returnable after 14 days.

Returned goods must be unused with the original packaging and proof of purchase. All procured, cut or fabricated goods are non-returnable. All freight charges are non-refundable. Orders with free freight which are returned, may incur charges related to the outward freight of the original order. Return freight is the customers responsibility.

All returns are at the discretion of VJ Distributors.

8. Claims: Any complaints of damage, short delivery, loss in transit or defects in goods supplied must be made to the Seller within 10 working days of delivery to the Purchaser. The Seller shall have the right in its discretion to repair or replace the goods in respect of which any complaint as aforesaid is made and proven, or to refund or credit the portion of the purchase price applicable thereto thereby fully discharging all legal liabilities, but the Seller will use its best endeavours to enforce any guarantee or warranty given by the manufacturer of goods supplied and sold by the Seller.



CREDIT TERMS

Set out below are the Credit Terms (“the terms and conditions”) for all goods purchased by you (“the Purchaser”) from us, VJ Distributors Ltd (“the Seller”). Supply of goods is also subject to our separate Terms of Trade and our Privacy Policy.

We may vary these terms from time to time. If we do, the varied terms will apply to orders made from the date those terms take effect.

1. Payment: Payment is due on the 20th of the month following the date of invoice (“the due date”).

Our preferred method of payment is “Direct Debit”

In the event that an account is not paid in full by the due date the Seller may charge the Purchaser interest on any overdue amount calculated at 2% per month or part month from the due date to the date the account is paid in full. The Purchaser shall pay on demand any expenses, debt recovery and/or legal costs (as between solicitor and client) incurred by the Seller relating to the recovery of any overdue account and/or enforcement or attempted enforcement of the terms and conditions. The Seller may charge the Purchaser interest calculated at 2% per month or part month on these expenses and costs.

The Seller reserves the right to withhold deliveries and remove pricing discounts while any account is overdue.

2. Credit:

We reserve the right to revoke credit and withhold orders until full payment is made.

All amounts you owe us will become due immediately if you fail to make any payment on the due date, or you or any guarantor commits an act of bankruptcy or is put into liquidation, administration, statutory management or makes a compromise with creditors.

3. Ownership of goods, Security:

The ownership of goods supplied by the Seller to the Purchaser shall not pass to the Purchaser until all amounts owing by the Purchaser to the Seller in respect of those goods and all other goods supplied by the Seller to the Purchaser have been paid in full.

Until title and ownership passes from the Seller to the Purchaser in accordance with the clause above, the Purchaser agrees that the goods are held by the Purchaser as bailee of the Seller. The Purchaser’s obligations include, but are not limited to:

- (a) Storing the goods in such a way that the Seller’s goods could be recognised as such if required; and
- (b) If the goods are re-sold by the Purchaser, they are sold as agent for and on behalf of the Seller, and the proceeds of all such re-sales shall be held by the Purchaser as trustee for the Seller.
- (c) The proceeds of any such re-sale shall be paid into a separate account, and the Purchaser shall account to the Seller from this fund for the full price of the goods.

The Purchaser irrevocably gives the Seller, its agents and servants, leave and licence without the necessity of giving any notice to enter any premises occupied by the Purchaser to search for and remove any goods in which the Seller has retained title and ownership without in any way being liable to the Purchaser or any person claiming through the Purchaser. If the goods or any of them are wholly or partially attached to or incorporated in any other goods, the Seller may where practical, disconnect, remove or sever the goods in any way whatsoever as may be necessary to remove the goods.



The Purchaser agrees and acknowledges that the Seller's rights under this clause constitute a security interest all goods supplied by the Seller to the Purchaser (including after-acquired goods), pursuant to the Personal Property Securities Act 1999 ("the PPSA"), and the Purchaser agrees to the Seller registering its security interest in respect of all goods supplied by the Seller to the Purchaser, and the Purchaser shall supply the Seller with all necessary identifiers and other information to enable registration of the Seller's security interest under the PPSA.

If goods are repossessed by the Seller, the Purchaser waives their rights to redeem the goods or to receive notice of their sale.

4. Personal Guarantee

In consideration for the Seller providing the Purchaser with credit, any person who signs a personal guarantee on a Purchaser's credit application is liable as a principal debtor for all the Purchaser's present and future obligations under these terms and is not released from liability under any circumstances.

If more than one person signs a personal guarantee then their obligations are joint and several.



Privacy Policy

1. WHAT DO WE DO WITH YOUR INFORMATION?

When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us such as your name, address and email address.

When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

Email marketing (if applicable): With your permission, we may send you emails about our store, new products and other updates.

2. CONSENT

How do you get my consent?

When you provide us with personal information to apply for credit, complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, you confirm that you consent to our collecting it and using it for those specific reasons only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

3. DISCLOSURE

We may disclose your personal information if we are required by law to do so, or if you violate our Terms of Trade. If you apply for a credit account, we may disclose that information to a credit agency for the purpose of a credit check.

Payment:

Credit Card details are processed via the ANZ eGate™ system and confidentiality is maintained by ANZ eGate™. Refer to ANZ eGate™ for Terms & Conditions. Payments are also processed through Windcave. Refer to Windcave for Terms & Conditions.

4. THIRD-PARTY SERVICES

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.



As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

Links

When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

5. SECURITY

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with a AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

6. COOKIES

We use technology such as cookies to track your order through the secure shopping cart, the information we collect is to ensure that orders are processed smoothly.

7. AGE OF CONSENT

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

8. CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

9. QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at shop@vjdist.co.nz or by mail at

VJ Distributor

[Re: Privacy Compliance Officer]

PO Box 2211, Hastings



Direct Debit Authority

Name of my account to be debited (acceptor) <input type="text"/>				Initiator's Authorisation Code <input type="text" value="0665556"/>	
Name of my bank: <input type="text"/>				Approved <input type="text" value="6555"/> <input type="text" value="05/24"/>	
<input type="text" value="0"/> <input type="text" value="0"/> Bank	<input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="0"/> Branch	<input type="text" value="0"/> <input type="text" value="0"/> Account	<input type="text" value="0"/> <input type="text" value="0"/> Suffix		

From the acceptor to *[insert name of acceptor's bank]* (my bank):

I authorise you to debit my account with the amounts of direct debits from **VJ Distributors Ltd** with the authorisation code specified on this authority in accordance with this authority until further notice.

I agree that this authority is subject to:

- The bank's terms and conditions that relate to my account, and
- The specific terms and conditions listed below.

Please include the following information on my bank statement:

Authorised signature/s: _____	Date: ____ / ____ / ____
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Specific conditions relating to notices and disputes

I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 10 calendar days before the date of the debit.

If the bank dishonours a direct debit but the initiator sends the direct debit again within 5 business days of the dishonour, the initiator is not required to give you a second notice of the amount and date of the direct debit.