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EMC INDUSTRIAL GROUP LTD

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Issued By: Web

APPLICATION FOR CREDIT ACCOUNT WITH...

EMC INDUSTRIAL GROUP LTD

Company Name:

Delivery Address:

Postal Address:

Telephone No: (.....) Fax No: (.....)

Email:

DIRECTORS/PROPRIETORS

Name	Address	Phone No
.....
.....
.....

THREE TRADE REFERENCES

Company	Phone No	Account No
.....
.....
.....

TERMS OF CREDIT

All accounts must be paid by the 20th month following invoice date.
 Payment discounts are subject to the account being current, and payment being received by due date.
 All goods remain the property of EMC until paid for in full.
 Costs incurred by EMC in recovery of overdue debts will be to customer's account.
 All goods sold are for the purposes of a business, and the provisions of the Consumer Guarantees Act 1993 are expressly excluded.

I/We agree that EMC Industrial Group Limited's Terms of Credit (above) and Terms and Conditions of Supply (attached) will apply to all transactions between ourselves and EMC Industrial Group Limited.

I/We hereby authorise any person or Company to provide you with such information as required to approve this application and further authorise you to furnish details of this application and any subsequent dealings to any third party.

Signed: Date:.....

Position:





TERMS AND CONDITIONS OF SUPPLY

1. QUOTATION AND PRICE

- 1.1 All prices quoted for the supply of goods are in New Zealand dollars and are exclusive of any applicable taxes.
- 1.2 All prices quoted are based on the cost at the time of quotation of goods; labour; materials; insurance; freight; duties; and currency exchange rates and all prices quoted shall be subject to any variation which is adverse to EMC.
- 1.3 A quotation shall apply only to the goods and quantity of goods specified.
- 1.4 A quotation in respect of goods not manufactured by EMC shall be subject to availability of those goods.
- 1.5 All prices quoted are exclusive of installation and/or commissioning unless specified.
- 1.6 Where a quotation includes the commissioning of goods, EMC nevertheless reserves the right to apply further charges if additional work is required to complete commissioning due to the failure of others to comply with EMC's instructions regarding installation and/or connection, improper or negligent workmanship by or on behalf of the customer, or delays caused by or on behalf of the customer.
- 1.7 The quoted price will remain valid for 30 days from the date of quotation unless otherwise stated.

2. PAYMENT

- 2.1 Payment of goods supplied to approved credit account holders shall be made in full by the 20th of the month following invoice date. In all other cases payment shall be made in full prior to delivery.
- 2.2 EMC reserves the right to withdraw or refuse credit facilities or to require payment of a deposit before delivery.
- 2.3 EMC reserves the right not to allow payment discounts if the customer's account is not current or payment is not made by due date.

3. SUPPLY/DELIVERY

- 3.1 Delivery of goods shall be deemed to be effected by EMC delivering the goods to the delivery address nominated by the customer whether or not the customer is present at the time of delivery to acknowledge receipt.
- 3.2 EMC will use its best endeavours to deliver goods to the customer by an agreed delivery date provided that EMC shall not be liable for any economic or other loss whether direct or consequential incurred by the customer or any third party due to delays in delivery however caused.
- 3.3 Any time quoted for delivery shall be from the latest of the following dates :-
 - (i) The date of receipt by EMC of an official order form; or
 - (ii) The date of receipt by EMC of all necessary instructions and/or technical specifications in a form acceptable to EMC or its supplier; or
 - (iii) The date of receipt of any necessary import licence and/or letters of credit and/or deposit from the customer.
- 3.4 EMC reserves the right to make part delivery of any order and each part delivery shall constitute a separate contract of supply and payment for each part delivery shall be made by the 20th of the month following the date of each part delivery.
- 3.5 Any claim that goods are not as specified or are not delivered as stated in EMC's invoice must be made to EMC in writing within seven days of delivery or where goods are to be commissioned by EMC within seven days of the date of EMC completing commissioning.
- 3.6 Goods will not be accepted for return for credit without EMC's prior approval.

4. RISK & TITLE

- 4.1 Title in the goods shall not pass to the customer until the customer has paid for the goods in full.
- 4.2 Notwithstanding that title in the goods shall not pass until full payment has been made, the risk of any loss or damage to the goods shall pass to the customer immediately upon delivery.

- 4.3 Notwithstanding that title in the goods may not have passed and without prejudice to any other rights and remedies EMC may have (including the right of cancellation) if payment is not made for the goods on due date, EMC may sue the Customer for the price of the goods and for any other losses or damages arising out of the Customer's default.

5. WARRANTIES/LIMITATION OF LIABILITY

- 5.1 EMC warrants that all goods supplied by it are carefully inspected before delivery and that goods manufactured by EMC shall be free from defective materials or workmanship under normal use and are in accordance with specifications whether notified separately in writing or affixed to such materials. EMC's warranty for goods of its own manufacture shall be limited to the repair or replacement (at EMC's discretion) of any items which have been proved defective upon examination by EMC within 12 months of delivery.
- 5.2 EMC's warranty in respect of goods not manufactured by it shall be limited to the repair or replacement at the manufacturer's discretion of any items which have proved defective upon examination by EMC within the manufacturer's warranty period.
- 5.3 EMC's warranty shall not apply in any circumstances where goods have been subjected to accident, negligent or improper use or work without EMC's prior written consent.
- 5.4 Without having any further liability in that regard EMC will use its best endeavours to assign the benefit of any warranties or guarantees given to it by any manufacturer or third party supplier of any goods.
- 5.5 Any repair or replacement work required to discharge EMC's warranty shall be carried out at EMC's premises. The cost of uplifting and returning goods to EMC, re-delivering the goods back to the customer's site, and any re-installation shall be the responsibility of the customer.
- 5.6 EMC shall have no liability in respect of any other warranties, descriptions or representations as to fitness, suitability for purpose, merchantability or other specific conditions whether express or implied except to the extent that such liability is required by law and in any event EMC shall not be liable in any way to the customer or any third party for any indirect, special or consequential loss or damage.
- 5.7 If the customer acquires or holds itself out as acquiring the goods for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are expressly excluded.

6. GENERAL

- 6.1 These terms and conditions of supply shall apply to all goods sold to the Customer and shall take precedence over any terms which may be offered by the Customer.
- 6.2 If any provision of these conditions is unenforceable that provision will be deemed modified to the extent necessary to make it enforceable or if modification is impractical the provision will be deemed deleted but without affecting the remainder of these conditions.
- 6.3 These terms may only be varied by the written agreement of EMC. No variation of these terms shall be binding upon EMC unless it is expressly set out in these conditions or in writing from or on behalf of EMC.
- 6.4 No forbearance in respect of any default or waiver of any breach by EMC shall prevent EMC from later enforcing its rights in respect of such breach or serve as a waiver of any continuing or recurring breach.
- 6.5 Any notice required to be served by either party shall be deemed to have been properly served if left at or posted in a pre-paid letter addressed to the other party at the place of business or residence of such party and any service by post shall be deemed to have been effected when the letter containing such notice would have been delivered in the ordinary course of post.
- 6.6 If by reason of war, civil war, strike, act of nature, destruction or damage to goods or plant from any cause or interference by Government or other Authority or any other cause beyond the control of EMC it becomes impossible for EMC to make delivery in accordance with the contract EMC shall be entitled to amend the contract and shall not be liable to the customer or any third party for any damages.
- 6.7 These conditions shall be governed by and construed in accordance with the laws of New Zealand.

