

TERMS AND CONDITIONS

These terms and conditions apply to all goods supplied by Proquip NZ Ltd ("the Vendor") to the purchaser of such goods ("the Purchaser") unless varied in writing by a duly authorised representative of the Vendor. These terms and conditions also apply to the Frontline Cleaning Supplies division.

1. The goods are offered subject to all terms and conditions, and warranties, implied by law being expressly negated and the liability of the Vendor being limited to replacement only, subject to these terms and conditions. It is expressly agreed that the Vendor is not liable for any damage consequent upon or resulting from any goods being found to be damaged, defective or in any way unsuitable. Goods are dispatched at the Purchaser's risk in all things.
2. Prices are subject to alteration without notice. Any increases in price from the Vendor's suppliers will be automatically passed on. For this reason, unless otherwise arranged, prices charged are those ruling at date of dispatch.
3. Personal Property Securities Act 1999 ("PPSA")
 - a. The Purchaser acknowledges that this Application for Credit ("Agreement") constitutes a Security Agreement for the purposes of the PPSA.
 - b. The Purchaser will, when requested by the Vendor, promptly execute any documents and do anything else required by the Vendor, to ensure that the Security Interest created under this Agreement constitutes a first ranking perfected Security Interest over the goods, and their proceeds, including providing any information the Vendor, reasonably requires to complete a Financing Statement or a Financing Change Statement and register such on the Personal Property Securities Register.
 - c. The Purchaser waives any right to receive a copy of a Verification Statement under the PPSA.
 - d. The Purchaser will on demand pay all costs and expenses of, or incurred by, the Vendor, as a result of enforcing any of its rights under this Agreement or as a result of complying with any demand made by the Purchaser under section 162 of the PPSA.
4. Delivery dates quoted are given in good faith, however the Vendor is not liable for delays not caused by the Vendor.
5. The Vendor reserves the right to refuse cancellation of any order where due to circumstances beyond the control of the Vendor, the Vendor cannot cancel its supply or if dispatch by the Vendor has already been executed.
6. No claim for defective or damaged goods, shortage in weight, length or quantity will be allowed unless the Purchaser of the goods advises the Vendor within seven days of receipt and an opportunity is given for the Vendor to investigate the claim.
7. The Vendor will not accept goods returned for credit unless the Vendor agrees.

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8. If an order has been correctly executed, but a return is agreed, a 15% charge will be made to cover handling, delivery, wastage and other expenses. No credit will be allowed on freight or other charges.
9. All payments are due on the 20th of the month following dispatch of goods (time being of the essence). The Purchaser shall pay interest at the Vendor's bank overdraft interest rate on any amounts not paid by the due date. The Vendor reserves the right to retract any discounts given if terms are not honoured. All payments shall be net, and the Purchaser shall have no right to set off for any reason whatsoever. Settlement by Credit Card will incur a 3% charge.
10. Title to the goods is retained by the Vendor and will pass to the purchaser only when:
 - a. All the goods supplied have been paid for in full, and
 - b. All other goods supplied to the Purchaser by the Vendor under any arrangement under which the title in those goods is retained by the Vendor until payment and which have not been paid for in full, have been paid for in full.
11. All quoted, invoiced and advertised prices exclude GST.
12. The person who signs the Application for Credit ("Signatory") warrants that he/she has the necessary authority to bind the Purchaser.

Checklist / I hereby declare the following:

- ☐ I have read and accepted the terms and conditions outlined in this document
- ☐ I have initialed page 1 of this document
- ☐ I have completed the online account application honestly and accurately to the best of my knowledge

Full Name _____

Position _____

Signature _____

Date _____

Please upload clear scans or photographs of both pages of this document to your online application – This document must be submitted using this method in order for the application to proceed - Thank You

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