ACCOUNT APPLICATION FORM

Customer Trade Name:	
Customer Legal Name:	
Delivery Address:	
Postal Address:	

Phone Number:	Mobile Number:
Accounts Contact:	Accounts Email:
Purchasing Contact:	Purchasing Email:
Bank:	Branch:
Registered Offices:	Company Number:
Nature of Business:	Sole Trader:

Name of Directors/Partners:	Private Address:	Phone Number:

Trade References:		Phone Number:
1		
2		
3		

Declaration: As the client I have read and understand the Terms and Conditions of Trade as stated on the supplied page and agree to abide by them. Under the terms of the Privacy Act 1993, I authorize any company or person's to provide you with information as required, in response to your credit inquiries. I also authorize you to furnish any third party, details of this application and confirm the information provided is true and correct.

Signature:	Full Name:	Date:

Credit Card information:	Only complete this section if paying by credit card. Credit cards are charged every Friday following the invoice date and do not incur any additional charges.

Card No:	Expiry Date:
Name on Card:	

Please send remittance advice to: accounts@jlx.co.nz

Bank Account for Payment: JLX Ltd   12-3147-0298132-00

JLX Ltd Terms and Conditions of Trade

1- DEFINITIONS

1.1 "Seller" means JLX Ltd and any company which is directly or indirectly a subsidiary of JLX Ltd and any duly authorised agent.

1.2 "Customer" means the person, authorised agent or legal entity described in the application, or stated on the invoice or order form, buying goods and/or services from JLX Ltd.

1.3 "Goods" has the same meaning as section 2 of the Sales of Goods Act 1908 and is any good provided by the seller to the customer

1.4 "Services" shall mean all services supplied by the seller to the customer and includes any recommendations or advice.

1.5 "Price" shall mean the purchase of the goods and any other costs payable to the seller by the customer as indicated on the invoice.

1.6 "Guarantor" means the person who has agreed to be liable for the debts of the customer.

2- ACCEPTANCE

2.1 Any instructions received by the seller from the customer for the supply of goods shall constitute acceptance of the Terms and Conditions contained herein.

2.2 No agent or representative of the seller is permitted to make any such agreements, representations, conditions or warranties not expressly confirmed by the seller in writing.

3- PRIVACY ACT 1993

3.1 The customer permits the seller to collect, use and retain any information concerning the customer, for the purpose of assessing the customer's credit worthiness, to enforce any rights under this contract, or the marketing of any goods or services provided by the seller to any other party.

3.2 The customer permits the seller to disclose information obtained to any person for the purposes set out in clause 3.1

4- PAYMENT TERMS

4.1 Once goods are ordered payment shall be made for goods according to the terms and conditions stated herein whether or not the goods have been delivered and this contract cannot be cancelled except where allowed at law.

4.2 Payment for the goods shall be made in full on or before the 20th day of the month following the date of Invoice, or on receipt of delivery of goods, whichever is the earlier (due date) .

4.3 Interest at the rate of 2.5% per month or part thereof may be charged on any amount owing after the due date.

4.4 All accounts will go to automatic stop credit if it is overdue by 60 days.

4.5 Payment may also be made by instalments if agreed in writing by the seller.

4.6 Any disbursements, expenses and legal costs incurred by the seller for default in payment shall be paid by the customer, including any debt collection agency fees or solicitor's fees.

4.7 Payment will be accepted by cash, cheque, credit card, electronic banking or any other method as agreed in writing by the seller.

4.8 All international payments must include all bank fees associated to that payment incurred by the seller.

5- PRICE

5.1 Prices unless otherwise stated, do not include goods and services tax, other taxes, levies, tariffs, freight or insurance charges which, if applicable, will be an extra charge to the customer.

5.2 Price will be specified on the invoice or quotation and will be the current price at the time of delivery.

6- RISK AND DELIVERY

6.1 The goods remain the sellers risk until delivery to the customer, but when the title passes to the customer the goods are at the customers risk no matter if delivery has been made or not.

6.2 Delivery of goods shall be deemed complete when the seller gives possession of the goods for delivery to the customer, or possession of the goods is given to a general carrier, for delivery to the customer.

6.3 Where the seller delivers goods to the customer by instalments and the seller fails to deliver one or more instalments, the customer shall not have the right to recant the contract.

6.4 The seller shall not be liable to the customer for damage or loss due to failure by the seller to deliver the goods promptly or not at all.

7- TITLE

7.1 Title in the goods passes to the customer when the customer has made payment for all goods supplied by the seller.

7.2 The customer gives necessary authority to the seller to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. The seller shall not be liable for damages, costs or expenses or any other losses suffered by the customer as a result of this action.

8- RETURN OF GOODS

8.1 The customer shall be deemed to have accepted goods unless the customer notifies the seller otherwise within 7 days of delivery of the goods to the customer

8.2 When returning goods for credit, the original invoice number must be stated otherwise a credit will not be given.

8.3 If the goods are not accepted according to clause 7.1 of this contract the customer shall pay for the delivery of the returned goods to the seller.

8.4 The seller will not accept product returned for credit that is in anyway damaged, or not of merchantable quality, or product that has been specifically manufactured or procured for the customer.

8.5 If goods are accepted a credit will be issued within 7 days of the dated invoice.

8.6 The seller, should agreement upon terms to be granted, shall be entitled to charge the customer a restocking fee of 10% of the sell price for the product returned in a good merchantable quality.

8.7 At the sellers discretion defective goods will be replaced or refunded by the seller if the customer has notified the seller within 7 days of delivery.

9- LIMITATION OF LIABILITY

9.1 The seller shall not be liable for any loss of profits, or any consequential indirect loss, or damage of any kind arising directly or indirectly from any breach of the seller's obligation under this contract.

9.2 Where the seller is liable to the customer, the maximum cost of any liability shall not exceed the value of the goods or services provided by the seller to the customer.

10- CONSUMER GUARNTEES ACT 1993

10.1 The guarantees contained on the Consumer Guarantees Act 1993 are excluded where the customer acquires goods or services from the seller for the purposes of a business.

10.2 If the customer on sells the goods to a third party, the customer shall indemnify the seller for any losses incurred due to the third party claims against the seller.

11- JURISDICTION

11.1 The contract shall in all respects be deemed to be a contract made in New Zealand and the validity, construction and performance of the contract shall be governed by New Zealand law.

12- PERSONAL PROPERTY SECURITIES ACT 1999

12.1 The customer agrees that the provisions herein constitute a Security Interest in Personal Property (as those terms are defined in the Personal Property Securities Act 1999 ("PPSA")) in respect of which the seller may register a financing statement on the Personal Property Services Register.

12.2 The customer hereby waives its rights contained in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PSSA.

13- NON WAIVER

13.1 Failure by the seller to enforce any of these terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights the seller has in this contract and is not liable for any indirect loss or expense to the customer.

14- CANCELLATION

14.1 The seller may cancel these terms and conditions or cancel delivery of goods and services at any time before the goods are delivered by giving written notice. The seller shall not be liable for any loss or damage arising from such cancellation.

14.2 The customer may cancel delivery of goods at the sellers sole discretion and will be liable for any costs incurred by the seller.

15- FORCE MAJEURE

15.1 The Seller shall not be liable for failure or delay to perform its obligations if the delay or failure is beyond its control.

16- ASSIGNMENT

16.1 The customer shall not assign all or any of its rights or obligations under this contract without written consent of the seller.

17- WARRANTY

17.1 For goods not manufactured by the seller the warranty shall be the current warranty provided by the manufacturer of the goods. The seller shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer's warranty.

18- MISCELLANEOUS

18.1 If anything in this agreement is unenforceable, illegal or void it is severed and the rest of this agreement remains in force.

18.2 The customer may not claim any counter claim set off against any payments due by it to the seller.

18.3 Under no circumstances shall the liability of the seller exceed the price of the goods in the event of breach of this contract.

18.4 The seller may license or sub-contract all or any part of its rights and obligations without the customers consent.

18.5 The seller reserves the right to review and change these terms and conditions at any timer and will notify the customer of this in writing at which time the changes take effect.

Please keep this page for your records