

# APPLICATION TO OPEN CREDIT ACCOUNT

NOTE: ALL SECTIONS MUST BE COMPLETED (i.e. Applicant Details & either "Organisations" or "individuals" section)

## APPLICANT DETAILS – Please complete details and check

Trading Name of Organisation:

Type of Business (Please tick one box)

Limited Company

Sole Trader

Partnership

Trust

Other

Describe main activity

**FOR ORGANISATIONS** (e.g. companies, partnerships, incorporated societies, trusts, government departments)

Full Legal Name of Organisation (e.g. company name, partnership name)

How long has the organisation been trading?

Company No.

Date of Incorporation (if relevant)

Physical Address

Postal Address

Postal Code

Address of registered office (if company or society etc) – if different from physical address

Contact Person (title, first name, last name)

### Contact Details

Daytime Telephone

Mobile

Email

Fax

**If Partnership** (also complete the following)

No of Partners

Full names of first and second partner (if more than two partners, please provide additional information on a separate sheet)

1.

DOB

2.

DOB

Residential Addresses

This Property is:

1.

Rented

Owned by you

2.

Rented

Owned by you

If you have lived at the above address for less than 5 years, please state your previous address(es) for the last 5 years

1.

2.

ALL APPLICANTS TO COMPLETE BELOW

Monthly credit limit requested

\$

Products Required

**TRADE REFERENCES:** (i)

Phone No:

(ii)

Phone No:

(iii)

Phone No:

**FOR INDIVIDUALS**

Full Names:

1. [Redacted] ("the buyer") DOB [Redacted]

2. [Redacted] ("the buyer") DOB [Redacted]

Previous Surname if Married (if you also use the previous name)

1. [Redacted] 2. [Redacted]

Trading Name (if applicable) [Redacted]

Residential Addresses

This Property is:

1. [Redacted] Rented [Redacted] Owned by you [Redacted]

2. [Redacted] Rented [Redacted] Owned by you [Redacted]

Type of Business

[Redacted]

If you have lived at the above address for less than 5 years, please state your previous address(s) for the last 5 years

1. [Redacted] 2. [Redacted]

Postal Address

Postal Code

[Redacted]

Contact Person (title, first name, last name) – if different from above

[Redacted]

Contact Details

Daytime Telephone [Redacted] Mobile [Redacted] Email [Redacted] Fax [Redacted]

**DECLARATION (All applicants to sign)**

By signing and returning this Application. I/We:

1. understand that Panasonic NZ Limited (called "Panasonic") reserves the right to decline this application. 2. confirm that the information supplied by me/us in this Application is correct and complete and I/We agree to immediately advise Panasonic of any material change of any of the information supplied in this Application. 3. have read and understood Panasonic's standard terms of trade ("Terms of Trade") received with this Application and agree to be bound by the Terms of Trade and this Application. 4. acknowledge that all debts in excess of trading terms will be placed on "stop supply" and further goods will not be invoiced and delivered until the debt is paid. 5. agree that all orders for goods placed with Panasonic are on these terms and on the Terms of Trade. 6. authorise any person or company to provide Panasonic with such credit information as Panasonic may require about me/us. 7. authorise Panasonic to collect personal information about me/us from the trade referees named in this Application and from the credit reference agencies used by Panasonic. I/We acknowledge that such information is collected for any purpose connected with my/our business, for considering this Application and for all purposes in connection with Panasonic's marketing of products and services in New Zealand. I/We consent to Panasonic disclosing any such information to credit references and debt collection agencies as part of information exchanges with them. I/We acknowledge that my/our rights at law in relation to obtaining and correcting all information about me/us held by Panasonic are not affected. 8. acknowledge that where more than one applicant applies for credit, each applicant will be jointly and severally liable.

Name(s) if more than 1 individual, both must sign)

Authorised Signature(s)

1. [Redacted] 1. [Redacted]

Position/Title Date:

1. [Redacted] 1. [Redacted]

Name(s) if more than 1 individual, both must sign)

Authorised Signature(s)

2. [Redacted] 2. [Redacted]

Position/Title Date:

2. [Redacted] 2. [Redacted]



## PANASONIC NEW ZEALAND LIMITED STANDARD TERMS AND CONDITIONS

1.1 The company is PANASONIC NEW ZEALAND LIMITED. The company will contract to sell and supply goods on these terms and conditions only. By placing or confirming an order with the company, the applicant ("customer"), whose name and details appear on the Application to Open Credit Account, is accepting these terms and conditions, and anything to the contrary in the customer's enquiries, orders or confirmations will not apply.

2. ORDERS IRREVOCABLE 2.1 The customer may not cancel or vary an order once the company has issued an invoice in respect of that order.

3. PAYMENT 3.1 The customer must pay the price indicated on the invoice or other statements issued by the company. All freight, packaging and other relevant costs are charged to the customer's account as shown on the invoice. 3.2 Payment is due within the credit period agreed in writing by the Company under any credit arrangement. 3.3 If the company at any time deems the credit of the customer to be unsatisfactory, it may immediately terminate any credit arrangement and require the customer to pay the price on delivery of the goods. 3.4 The company may charge interest of 15% on any overdue payment commencing on the due date for payment and calculated at the end of each month until the date of actual payment. 3.5 The customer agrees to pay on demand all costs (including commission and legal fees as between solicitor and own client and any other costs) incurred by the company or the company's agents relating to the recovery of any amounts payable by the customer to the company. 3.6 All payments by the customer must be made in full and without any deduction or right of set-off or counterclaim. The customer agrees however that all moneys which the company may owe the customer on any account whatsoever may, at the company's option, be set off against payments due by the customer to the company. 3.7 Unless otherwise stated GST shall be in addition to all prices.

4. DELIVERY 4.1 Delivery is deemed to be made: a. when the customer or the customer's agent is given possession of the goods at the company's warehouse or elsewhere (loading is then at the customer's risk); or b. when the goods arrive at the customer's premises (unloading is then at the customer's risk); whichever is the earlier. 4.2 On delivery the goods are at the customer's sole risk and, with effect from the time of delivery, the customer will have in place all risks insurance to cover both its interest as bailee of the goods and the company's interest as owner of the goods under clause 5.1. 4.3 The company may choose the carrier and the method of transport, unless otherwise agreed by the company in writing. The company may choose to deliver by instalments and may treat each delivery as a separate contract. Should the company fail to deliver or make defective delivery of one or more instalments this shall not entitle the customer to repudiate this contract. 4.4 If the company believes that the customer may not make any payment when due, then the company may suspend or cancel any delivery of the goods. 4.5 Any delivery date agreed by the company is approximate only, and no delay in delivery will entitle the customer to cancel its order for the goods.

5. RETENTION OF TITLE 5.1 Title to ownership (both legal and equitable) in all goods delivered by the company to the customer does not pass (and the customer is a bailee only in respect of those goods) until payment in full is made for all such goods and other goods supplied by the company to the customer. Until property has passed, the customer will store all goods' in such a way that they are clearly identifiable as the property of the company. 5.2 Until the customer has paid the company in full for all goods supplied, the customer may not sell (unless such sale is in the ordinary course of the customer's business), dispose of or charge the goods and must hold or deal with the goods for and on behalf of the company. However, if the goods are sold, in the ordinary course of the customer's business, prior to property passing to the customer, the proceeds of that sale must be held by the customer on trust for and on behalf of the company in a separate account. 5.3 Prior to the customer acquiring full property in the goods the company or the company's agents may at any time enter upon any land, premises or property where it believes such goods may be to view and inspect them, and if the customer has not paid for them in full retake possession of the goods. The customer will indemnify the company on demand in respect of any costs or liabilities incurred by the company in exercising its rights under this clause.

6. PERSONAL PROPERTY SECURITIES ACT 1999 6.1 The customer grants to the company a security interest in the goods and the proceeds of the goods and the customer acknowledges that this contract creates a purchase money security interest in the goods and the proceeds of the goods. The customer will, if the company requests, sign any documents (including any new contracts), provide all necessary information and do anything else required by the company to ensure that the company's purchase money security interest is a perfected security interest. 6.2 The customer will not enter into any security agreement that permits any other person to register any security interest in respect of the goods or the proceeds. 6.3 In addition to the security interest granted by the customer under clause 6.1, the customer also grants a security interest in all of its present and after acquired personal property as security for all moneys now and in the future owing by the customer to the company under this contract. 6.4 If the goods are for the customer's business use the customer agrees, to the extent Part 9 of the PPSA applies, that it will have no rights under Part 9 (Enforcement) of the PPSA. For example, but without limitation: a. the customer will have no rights under sections 114(1)(a) (to receive a notice of sale), section 117(1)(c) (relating to distribution of surplus), and section 133 (reinstating this contract); b. the customer waives its rights under section 116 (to receive statement of account), section 119 (to recover surplus) and sections 120(2) and 121 (to receive notice of any proposal to retain the goods and object to any proposal).

6.5 The customer waives its right under the PPSA to receive a copy of any verification statement or financing change statement. 6.6 The customer agrees that where the company has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply. 6.7 For the purposes of this clause "PPSA" means the Personal Property Securities Act 1999. 6.8 The expressions "personal property", "purchase money security interest", "security agreement", "security interest", "perfected security interest", "verification statement" and "financing change statement" have the meanings given to them under, or in the context of the PPSA.

7. CONSUMER GUARANTEES ACT 1993 AND EXPRESS WARRANTY FOR BUSINESS USE 7.1 If the customer is acquiring the goods for the purposes of a business, then all of the guarantees and remedies in the Consumer Guarantees Act 1993 are excluded, and the provisions of clauses 7.2 to 7.9 below shall apply. 7.2 The company warrants that all goods are fit for their purpose and of merchantable quality and this warranty remains in force for the period of 1 year immediately following delivery ("express warranty"). The company may, however, choose to give a specific written warranty, in relation to particular goods, in addition or substitution to the express warranty in this clause, in which case the specific written warranty will apply to those goods not the express warranty. 7.3 No claim may be made by the customer under the express warranty unless: a. The claim is received by the company within 1 year after delivery or 7 days of the defect complained of becoming apparent, whichever is the earlier; b. The claim is confirmed in writing; and c. The company is given a reasonable opportunity to inspect and verify the claim. 7.4 The liability of the company under the express warranty is, in all cases, limited to the amount of the price of the goods in respect of which the warranty is given. The company may perform the express warranty by doing anyone of the following at its option: a. replace the goods, or supply equivalent goods; b. repair the goods or workmanship (or pay the reasonable costs for repairs); or c. give a credit for or refund the price. 7.5 The express warranty does not cover: a. any defect caused or contributed to by the

customer; b. any attempt to repair the defective goods made by any person not authorised by the company to make such repairs; or c. costs for the shipment of defective goods to the place of repair. 7.6 The company excludes all other representations, warranties (whether express or implied) and liabilities whether in contract, tort, under any other legal principle, or otherwise. 7.7 The company will not be liable to the customer, or to any other person, for any loss or damage: a. caused by any delay in delivery however that delay is caused; b. arising directly or indirectly from the goods or their use, any services provided by the company, or any breach by the company of any of its obligations under these terms and conditions. 7.8 The company shall not be liable for any consequential, indirect or special damages or loss of any kind of the customer or of any other person. 7.9 If the company is ever liable to the customer, or any other person, and the company cannot rely on the exclusions of representations, warranties or liabilities set out above, then the liability of the company is in all cases limited to the amount of the price of the goods.

8. GENERAL 8.1 These terms and conditions and the provisions in the Application to Open Credit Account (together the "contract") are the full agreement between the company and the customer. 8.2 The rights and benefits conferred upon the company under the contract extend to each company in the Panasonic Group of Companies (being any company which is a subsidiary of the company or any of its subsidiaries). 8.3 The company may, and the customer may not, vary these terms and conditions. To be effective, a variation must be in writing. 8.4 To be effective, any waiver of any or all of these terms and conditions by the company must be in writing. 8.5 The customer may not assign all or any of their rights or obligations under the contract without the prior written consent of the company. 8.6 The company is not bound by any error or omission on any invoice, statement or other document issued by the company. 8.7 In addition to the company's other rights under the contract, the company may immediately terminate the contract at any time and for any reason. 8.8 The contract between the company and the customer is governed by the law of New Zealand.

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