

# **DAMAR** PACKAGING SUPPLIES

139 Foremans Rd, Christchurch 8042  
www.damarpackaging.co.nz

Ph: (03) 963 2465 Fax: (03) 963 2467  
Email: sales@damarpackaging.co.nz

## **ACCOUNT APPLICATION**

COMPANY NAME:	
TRADING AS:	
POSTAL INVOICE ADDRESS:	
DELIVERY ADDRESS:	
HOW LONG AT PRESENT ADDRESS:	PREVIOUS:
TELEPHONE:	FACSIMILIE:
EMAIL:	
TYPE OF BUSINESS:	
PAID UP CAPITAL:	
HEAD OFFICE DETAILS:	
BUSINESS / TRADING REFERENCES:	
1)	
2)	
3)	
BANK:	BRANCH:
ACCOUNTANT:	PH:
PRINCIPALS: 1)	PH:
PRINCIPALS: 2)	PH:
CONTACT - ACCOUNTS:	POSITION:
CONTACT - SALES:	POSITION:
<i>ON BEHALF OF THE ABOVE ACCOUNT APPLICATION, I AGREE THAT THE ABOVE INFORMATION IS CORRECT, HAVE READ AND UNDERSTAND THE COMPANY TERMS AND CONDITIONS OF TRADE AS SET OUT ON THE REVERSE OF THIS APPLICATION, AND SIGN ACCORDINGLY.</i>	
NAME:	POSITION:
SIGNED:	DATE:

**MABJIC LTD TRADING AS DAMAR PACKAGING SUPPLIES**

139 Foremans Road, Hornby, Christchurch

Email: [iain@damarpackaging.co.nz](mailto:iain@damarpackaging.co.nz) Web: [www.damarpackaging.co.nz](http://www.damarpackaging.co.nz)  
Phone: (03) 963 2465 Mobile: (021) 925779 Facsimile: (03) 963 2467

## TERMS AND CONDITIONS OF SALE

1. **ORDERS**  
Only signed orders will be accepted. An order number or personal reference must accompany telephone orders.
2. **PAYMENT**
  - (a) Terms of payment are net cash on or before the 20<sup>th</sup> day of the month following that in which the products or goods were delivered, unless alternative arrangements have been made with the Company.
  - (b) All payments received will be credited against the oldest outstanding invoice - unless that particular invoice or transaction is in dispute.
  - (c) The Company reserves the right to automatically cease supply following Invoice date unless otherwise arranged between the Company and the customer.
  - (d) The Company reserves the right to charge a TWO percent per month default interest charged on all accounts unpaid after the 20<sup>th</sup> of the month following invoice date.
3. **COLLECTION COSTS**  
The customer is liable for all expenses including legal costs incurred by the Company as a result of any default by the customer in meeting the company's Standard payment terms.
4. **PRICES**  
Any prices quoted are based upon rates and costs as at the date of the contract, or when the contract arises from a quotation given by the company, as at the Date of quotation of materials, transport, labour, customs duty, insurance, Exchange rates or any other rates and costs that may be relevant. Prices may increase by the rate of any increase of any such items or any other factors that may affect the cost of the supply, production and/or delivery of the goods Due to circumstances beyond the control of the Company between date of quoting, Order of goods, and subsequently supply.
5. **CONTRACT**  
Unless otherwise stipulated by the Company the Company may withdraw any quotation at any time. If not withdrawn, it remains open for acceptance for a maximum period of 30 days from the date of quotation, and therefore shall be deemed to be withdrawn. The items mentioned in the quotation or the items contained in the Company's Confirmation of order, together with these terms and conditions shall be the Conditions of the contract. All other conditions, warranties etc are expressly excluded.
6. **DIMENSIONS AND SPECIFICATIONS**  
Dimensions, Specifications and gauges contained or referred to in the contract, or in any catalogues or any publications issued by the Company are estimates only, unless otherwise expressly agreed in writing. It is not a condition of the Contract that the goods will correspond precisely with such dimensions. Specifications, and gauges, and customary tolerances as per N.Z. Standards Specifications should be accepted.
7. **ARTWORK/STEREO/PLATEMAKING**  
None of the costs relating to artwork, plates, blocks, dies, film work, or any Costs that may be relevant to printed work will be added to cost of goods at time of quote. These are a separate item, and as such will be charged separate to the normal goods. Payment of these items however will be treated as per normal Company Terms and procedures.
8. **RISK**  
Risk of any loss or damage or deterioration of or to the goods shall be borne by the buyer at the date of delivery of the goods.
9. **DELAY**  
The company shall not be responsible for any loss or damage to the goods being purchased by the customer as a result of direct or indirect result of delays caused by such events as war, strikes, lock-outs, non-delivery by the Company's suppliers, act of God, or any other delays of a nature which are beyond the Company's control.
10. **DISCREPANCIES**  
The customer later than seven days can make no claim for undersupply of goods after the receipt of goods by the customer.
11. **PACKAGING**  
The Company may charge a deposit of such amount, as it considers reasonable In respect of any pallets or containers used in the delivery or packaging of the goods, and such deposit shall be payable by the buyer when the first payment for the goods falls due. Where a deposit is charged, the pallets or containers to which it relates shall remain the property of the Company, and the Company shall be bound to refund such deposit only after the return to it of the items to which the deposit relates, in good order and condition, within a reasonable time by the buyer. Any packaging will be returned at the buyer's expense.
12. **DELIVERY**  
Delivery shall be made at the place indicated in the Company's quotation or acceptance. The Company reserves the right to deliver the goods by instalments and each instalment shall be deemed to be by separate contract under the same provisions as the main contract. Should the Company fail to deliver or make defective delivery of one or more instalments, this shall not entitle the buyer to repudiate the main contract. Unless noted on quotation, prices include the cost of effecting delivery by normal sources used by the Company. All costs associated with any special delivery arrangements, requested by the buyer may be added to the price and paid by the buyer unless otherwise arranged and agreed.
13. **TAXES AND LEVIES**  
Unless expressly indicated in any quotation given by the Company, or unless provided otherwise by an act of Parliament, an amount equal to any goods and services tax, and any other taxes and duties assessed to, levied on or otherwise payable by the Company in connection with the supply of goods in relation to any contract shall be added to the purchase price, and shall be payable by the buyer to the Company, at the same time, and on the same conditions as the purchase price.
14. **RETURNS**  
Any goods, which the customer has the right to return pursuant to these terms and conditions, must be accompanied by the following information:
  - (a) The invoice/statement
  - (b) Date of Purchase
  - (c) Reason for return
15. **TITLE TO GOODS**  
Title to the goods sold and delivered shall not pass from the Company to the customer unless actual payment has been made in full for the goods (and in the case of Payment made by cheque, until such cheque has been cleared) and for all goods supplied by the Company to the customer. If such goods are sold by the customer prior to title passing, the gross proceeds of any such sale, and any other goods which are proceeds are used to purchase, or the gross proceeds of the sale of any such other goods, as the case may be, shall be the Property of the Company. The Company may at any time prior to receiving payment in full, reclaim the goods and enter any property where the goods are held, and uplift the goods for resale or otherwise.
16. **GUARANTEES**  
The only guarantee given is the guarantee, which accompanies the goods. The Company reserves the right to repay, replace, or pass accredits for the cost, in the case of the goods returned to it, pursuant to the guarantee. No other guarantee or the Company in respect of the goods gives warranty. All rights duties or liabilities which might otherwise arise in respect of the sale of such goods, are highly negated.
17. **PERSONAL GUARANTEE**  
In the event of the customer ceasing to trade through bankruptcy, receivership or any other reason, the applicant will be deemed as personally responsible for any Outstanding debts in the customer's name.
18. **GENERAL LIEN**  
The Company shall be entitled (in the event of the customer defaulting from the above terms of sale) to a right of general lien on all goods paid for and then in the customers possession, with the right to repossess such goods to the value of the unpaid price of the goods delivered to the customer by the Company under the same or any other contract.
19. I/We authorise any person or company to provide you with such information as you may require in response to your credit and/or employment enquiries. I/We further authorise you to furnish any third party details of this application and subsequent dealings that I/We have with you as a result of this application being actioned by you.
20. **VARIATIONS OF TERMS AND CONDITIONS**  
The Company may vary the Terms by giving to the customer notice in writing to do so, and such varied terms and conditions shall apply to all contracts for the Purchase of goods made thirty (30) days after the date of the letter from the Company making such notice to the customer.