

Move with Murphy Ltd



Credit Account Application form

Applicant Name: _____

Company Registration Number: _____

Trading Name: _____

Statement/Invoice Address: _____

Email _____ Postcode: _____

Physical Address: _____

How much credit do you require (this is the maximum account balance at any one time): \$ _____

Accounts Department Contact Name: _____

Landline Phone: (0) _____ Email: _____

Mobile: _____

Directors Names

Home Address:

1. _____

2. _____

Credit References:

Phone Number:

1. _____

2. _____

3. _____

Acceptance of Terms and Conditions of Trade

I/ We hereby apply to open a credit account with Move with Murphy Limited.

I/ We have already read and fully understand Move with Murphy Ltd's Terms and Conditions of Trade (see over) and agree to abide by them.

Name of the person signing the application: _____

Position Held: _____

Signature: _____ Date: _____

Guarantee

In consideration of Move with Murphy Limited agreeing to supply _____ (the customer) with goods on credit

I/we hereby jointly and severally agree with Move with Murphy Limited as follows:

To guarantee the due performance by the Customer of the terms and conditions attached hereto and the payment of any moneys advanced by way of credit to the customer. That this agreement shall be a continuing guarantee to Move with Murphy for all debts of the customer with Move with Murphy, in respect of goods and services to be supplied to the customer.

Dated _____ Guarantor(s) _____

Guarantor(s) Name(s) _____ Position in Company _____

Move with Murphy Ltd

Head office 71 Foundry Rd Silverdale, P O Box 35473

Browns Bay, Auckland 0753, New Zealand

Phone 094211024

www.movewithmurphyltd.co.nz

TERMS AND CONDITIONS OF TRADE – GOODS

1. DEFINITIONS

In these terms of trade:

“Account” means the customer’s account with the vendor;

“Customer” means the person or entity signing an Application for Credit or making an Order and any person acting with ostensible authority on behalf of the party named as the customer;

“Service/Goods” means services/goods supplied by the Vendor to the customer at any time;

“Guarantor” means any party executing a Guarantee of the Customer’s Account with the Vendor;

“Order” or “Orders” means any order or orders of the Customer to the Vendor to supply goods and/or service;

“PPSA” means the Personal Property Securities Act 1999;

“Terms” means these Terms and Conditions of Trade;

“Vendor” means Move with Murphy Limited.

2. Orders

Orders will be on such forms as Vendor may require from time to time.

3. Acceptance

Each order will constitute acceptance by the Customer of these Terms.

4. Prices

Prices are subject to change without notice. Unless otherwise specified all Orders will be changed at prices prevailing at the date of delivery of the Goods.

5. Delivery

- a) Where an Order makes provision for delivery then delivery will take place at the place stated in the Order. If no place is indicated, then delivery will be made at the physical address of the Customer set out in the Order or Application for Credit.
- b) If the Customer is not in a position to accept or take delivery of the Goods as scheduled the customer will be responsible for all additional charges caused thereby.
- c) Delivery of Goods by the Vendor to a carrier is deemed to be delivery to the Customer.
- d) The Customer must notify the Vendor within two working days of delivery of any shortfall in Goods supplied, time being of the essence.

6. Access for Installation

- a) The Customer will provide at no cost to the Vendor, adequate access and all necessary facilities including but not limited to power, lighting, unloading, hoisting and lifting facilities, labour, site preparation for the purposes of installation of Goods and employee amenities which comply with all statutory requirements.
- b) If the Customer fails to supply adequate access the Vendor may make a further charge to the Customer to cover the additional costs incurred arising from such failure as the Vendor considers reasonable.
- c) Upon the Vendor delivering Goods the Customer will ensure adequate safe storage facilities are provided for protection against theft and any damage of any Goods, equipment or other items belonging to the Vendor at no cost to the Vendor.
- d) Where installation or supply of the Goods requires co-ordination with other trades the Customer will arrange for all such trades to co-ordinate delivery and acknowledges that delays may arise as a result.
- e) Delivery times will not be extended to cover delays caused by strikes, lockouts, prohibitions, non-availability of materials or any circumstances beyond the Vendor’s control.

7. Health and Safety at Work Act 2015

The Vendor will be responsible for the actions of its employees in terms of section 36(2) of the Health and Safety at Work Act 2015. The Customer will be responsible for compliance with the HSWA in respect of the Customer’s site and will advise the Vendor prior to commencement of any work hazards.

8. Time of Performances

Time will in no case be of the essence in respect of the delivery of Goods. The Vendor will not be responsible for any delay in the delivery of Goods and the Customer will not be entitled to cancel orders because of any such delay. Dates for delivery of Goods are given in good faith and are not to be treated as a condition of sale or purchase.

9. Terms of payment

- a) Unless otherwise specified, payment for all Goods will be made no later than:
 - i. On supply for customers without an Account;
 - ii. The 20th day of the month following supply for Customers with an Account.
- b) The Vendor may, at its sole discretion, require payment of a deposit by the Customer prior to processing any Order.
- c) An administration fee may be charged on all overdue amounts in addition to any other charges pursuant to this clause.
- d) Interest will accrue on all amounts overdue at the rate of 2.5% per month and will be calculated daily on the outstanding balance until payment is received in full by the Vendor,

- e) All costs of or incurred by the Vendor as a result of a default by the Customer including, but not limited to, administration charges, debt collection costs and legal costs as between solicitor and client are payable by the Customer.
- f) If the Customer defaults in any payment or commits any act of bankruptcy or any act which would render it liable to be wound up or if a resolution is passed or proceedings are filed for the winding up of the Customer or if a receiver is appointed for all or any assets of the Customer, the Vendor may cancel any Order without prejudice to any other rights it may have and payment for all completed Orders will immediately become due.

10. Quotation

Unless otherwise specified, where a written quotation is given by the Vendor for the supply of Goods:

- a) The quotation will be valid for thirty (30) days from the date of issue;
- b) The Vendor reserves the right to alter the quotation because:
 - i. The Customer requests variations to the supply of Goods; and/or
 - ii. Of circumstances beyond the Vendors control.

11. Taxes and Duties

Unless expressly included in any quotation or Order, Goods and Services Tax and other taxes and duties assessed or levies in connection with the supply of the Goods and Services to the Customer are not included in the price and will be the responsibility of the Customer or, where the payment of such taxes and duties is the responsibility of the Vendor at law, the price will be increased by the amount of such taxes and duties.

12. Payment Allocation

The Vendor may in its discretion allocate any payment received from the Customer towards any invoice that the Vendor determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer the Vendor may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Vendor, payment will be deemed to be allocated in such manner as preserves the maximum value of the Vendor's purchase. Money Security Interest (as defined in the PPSA) in the products.

13. Errors or Omissions

Clerical errors or omissions, whether in computation or otherwise in the quotation, acknowledgment or invoice will be subject to correction.

14. Risk

From the time of dispatch to the Customer by the Vendor, risk in all Goods supplied will pass to the Customer and any loss, damage or deterioration of the Goods will be borne by the Customer. The Customer will notwithstanding any loss, damage or deterioration to the Goods remain liable to pay for the Goods.

15. Ownership

- a) The Vendor will retain ownership of all Goods supplied until it receives payment in full of all amounts owing by the Customer for all Orders.
- b) If any of the Goods are attached, fixed or incorporated in or used as material for other Goods before payment is made ownership in the whole of the Goods will be and remain with the Vendor until payment is made. The Vendor's Security Interest in the Goods will continue in the terms of section 82 of the PPSA.
- c) The Vendor will have a right to stop and retrieve the Goods in transit whether ownership has passed.
- d) Until payment is made by the Customer, the Customer agrees:
 - i. To enable the Goods to be readily identifiable as the property of the Vendor;
 - ii. To hold the Goods as trustee for the Vendor and will deal with the Goods as agent for and on behalf of the Vendor (but will not hold the Customer out as an agent of the Vendor to any third parties);
 - iii. That if the Goods are re-sold, the proceeds of re-sale will belong to the Vendor and the Customer will keep the proceeds of sale in a separate account for which separate records are kept.

16. Export Prohibition

- a) The Goods provided pursuant to these Terms are sold for use in New Zealand only and are not to be exported elsewhere, directly or indirectly, without the prior written consent of the vendor.
- b) If the Vendor consents to the export of Goods the Customer is responsible for all costs and compliance with any export regulations in force within country for which the Goods are destined.

17. Recovery of Goods

- a) In the event of non-payment or if payment of the Customer's Account is overdue the Vendor will be entitled without prejudice to any other right it has a law or in equity to enter the place where the Goods are stored whether at the Customer's premises or property or the premises or property of a third party for the purpose of recovering and taking possession of any Goods supplied.
- b) The Customer warrants to the Vendor that where the Goods are stored on the premises or property of a third party the Customer is acting as agent for the third party and has full authority of the third party to authorise entry onto the premises or property of the third party for the purpose of recovering the Goods supplied without releasing the Customer from liability.
- c) The Vendor will not be responsible for any damage reasonably caused in the course of removal of Goods supplied whether such Goods are in the possession of the Customer or third party, and the Customer indemnifies the Vendor to the full extent in respect of damage caused in the course of removal from the property of the third party.

- d) The Vendor may resell any Goods seized pursuant to this clause and apply the proceeds towards payment of the Customer's debt to the Vendor. Any shortfall will remain the liability of the Customer. The Customer indemnifies the Vendor for all costs and expenses including legal costs as between solicitor and client which the Vendor may incur in recovering the Goods and any monies owed to it.

18. Warranties

- a) Unless specified in writing, the Vendor gives no warranty express or implied as to the quality, description or fitness for any particular purpose of the Goods.
- b) Where applicable, manufacturer's warranties will attach to the Goods.
- c) Where the Customer is a consumer within the meaning of Consumer Guarantee Act 1993 the Customer will have all the rights and remedies provided under the Act but no others.
- d) Where Goods supplied are defective in terms of any condition warranty or guarantee or otherwise do not conform to the Order (other than as to quantum), the Vendor will at its discretion replace or repair any faulty Goods or pay the cost of replacing them, but only if a claim is made in writing by the Customer within seven days of delivery of the Goods time being of the essence.

19. Compliance

The Customer will be solely responsible for obtaining any necessary permits under and in compliance with all legislation, regulations,

By laws or rules having the force of law in connection with the installation operation and provision of the Goods.

20. Cancellation and Returns

The Customer will not be entitled to cancel an Order or return Goods other than as allowed pursuant to these Terms.

21. Personal Property Securities Act 1999

- a) The Customer acknowledges that these Terms constitute a security agreement which creates a security interest in favour of the Vendor in all Goods previously supplied by the Vendor to the Customer (if any).
- b) The Customer acknowledges and agrees that by making an Order the Customer grants a security interest (by virtue of clause 15 of these Terms) to the Vendor in all Goods supplied by the Vendor to the Customer notwithstanding anything express or implied to the contrary contained in the Customer's purchase order and that such security interest may be a Purchase Money Security Interest as defined in the PPSA.
- c) The Customer grants to the Vendor a Security Interest in all of the Customer's present and after-acquired property that the Vendor has performed services on or to or in which goods or materials supplied or financed by the Vendor have been attached or incorporated.
- d) The Customer undertakes:
 - i. To sign any further documents and/or provide any further information (which respects) which the Vendor may reasonably require to enable registration of financing statements or financing change statements on the Personal Property Securities Register ('PPSR');
 - ii. Not to register a financing change statement as defined in section 135 of the PPSA or make a demand to alter a financing statement pursuant to section 162 of the PPSA in respect of the Goods without the prior written consent of the Vendor;
 - iii. To give the Vendor not less than 14 days' prior written notice of any proposed change in the Customer's name and/or any other changes in the Customer's details (including but not limited to changes in the Customer's number, email address; trading name or business practice);
 - iv. To pay all costs incurred by the vendor in registering and maintain any financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce any security interest created by these Terms including executing subordination agreements;
 - v. To be responsible for the full costs incurred by the Vendor (including actual legal fees and disbursements on a solicitor/client basis) in obtaining an order pursuant to section 167 of the PPSA

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