



To Whom it May Concern

Please note when filling out the Application Form

Legal name is the name of the company if you have registered your business as a company

Account No is to be left blank for Wilson Hellaby use.

The question about expected level of purchases, please indicate if \$ amount is weekly or monthly.

Trade Credit References

These need to be suppliers who you deal regularly with. Not once or twice a year.

Please note the personal guarantee is to be signed and a separate person is to witness the guarantors' signature before returning the form to Wilson Hellaby.

If faxing your application in please ensure the original follows in the post to

Wilson Hellaby Limited  
PO Box 22 747  
Otahuhu

With out the original the account will not be opened.

## WILSON HELLABY LIMITED CUSTOMER APPLICATION FORM

Legal Name \_\_\_\_\_ Account No. \_\_\_\_\_

(Limited Company, Partnership, Sole Trader)  
Trading name (if different) \_\_\_\_\_

Street Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name/s of Owner/Directors (if a Company) \_\_\_\_\_

Addresses: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

Have you been in business before?     Y / N

Name of business/location \_\_\_\_\_

Expected level of weekly/monthly purchases: \_\_\_\_\_

Solicitor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Accountant: \_\_\_\_\_ Telephone: \_\_\_\_\_

Banker: \_\_\_\_\_ Telephone: \_\_\_\_\_

Trade Credit References:	Address	Telephone Number
Name		
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Buyer and Guarantor (if any) agree to be bound by the terms and conditions appearing overleaf.

Signature of Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

### **Personal Guarantee**

In consideration of Wilson Hellaby Limited ("WHL") having agreed to supply the Buyer with goods the Guarantor hereby guarantees the payment to WHL of any amount which is now or which may become due or owing to WHL by the Buyer however arising. The Guarantor further acknowledges that they will indemnify WHL in respect of any failure by the Buyer to pay any money due to WHL. The Guarantors liability is continuing and shall be that of a principal debtor not that of a surety. The Guarantor hereby waives any act which for the terms of this guarantee would otherwise have released their liability hereunder as Guarantor.

Signature of Guarantor \_\_\_\_\_ Signature of Witness \_\_\_\_\_

Guarantor Name \_\_\_\_\_ Witness Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. The information provided by the Buyer to Wilson Hellaby Limited (“WHL”) in the Customer Credit Application Form is true and correct and it is upon the basis of the truth of the information that the Buyer submits the application to WHL for acceptance. If any change occurs to the information provided by the Buyer then the Buyer undertakes to immediately notify WHL of full details of such change.
2. WHL may withdraw or limit credit facilities at any time, at its absolute discretion and with or without notice.
3. Any liability of the Buyer is to be unaffected by the sale, transfer or termination of the business of the Buyer.
4. All orders accepted by WHL shall form a contract between WHL and the Buyer upon WHL’s standard terms and conditions of the sale. WHL may vary its standard terms and conditions of sale from time to time. The terms and conditions of sale applicable at the date of this application are:
  - (a) Payment for the goods at the agreed purchase prices due: cash on delivery; or if credit granted by WHL then
  - (b) In the event of default or non-payment on the due date, or breach of these terms and conditions or insolvency of the Buyer:
    - i. All sum outstanding to WHL become immediately due and payable; and
    - ii. Interest shall accrue at the rate of 16% per annum from the date payment was due until the date payment is made. Interest will be compounded monthly; and
    - iii. The Buyer indemnifies WHL for any loss, expenses or costs it may incur or suffer as a result of the Buyer’s default; and
    - iv. All legal and collection costs in recovering or collecting any outstanding money, recovering goods or remedying any default shall be recoverable against the Buyer;
    - v. WHL may retake possession of goods delivered but not paid for.
  - (c) Property in the goods supplied by WHL shall remain the ownership of WHL until payment in full of all amounts owing to WHL whatsoever. If the goods are resold before all amounts owing to WHL have been fully repaid the book debt on proceeds of such resale shall be the property of WHL and be held for its account and payable immediately to WHL. The buyer shall owe a fiduciary duty to WHL in respect of such book debts and proceeds.
  - (d) Goods are at Buyer’s risk from the time the goods are delivered to the Buyer’s premises.
  - (e) WHL accepts no liability for late or incorrect delivery of the goods.
  - (f) Claims for damaged or defective goods or short quantity must be advised within 24 hours of receipt of the goods by the Buyer and an opportunity given to WHL to investigate the claim.
  - (g) WHL’s liability in the event of a valid claim will not exceed the sale price of the goods concerned and to the extent permitted by law or warranties and conditions implied by any statute are hereby expressly negated.
5. The buyer acknowledges the goods are acquired for the purpose of re-supplying these in trade, and the provisions of the Consumer Guarantees Act 1993 do not apply.

The Buyer irrevocably authorises any person or company to provide WHL with such information as WHL may require in response to WHL’s credit enquiries. The Buyer further authorises WHL to furnish to any third party details of this application and any subsequent dealings the Buyer may have with WHL as a result of this application being actioned.

<b>OFFICE ONLY</b> Type of account Granted: _____ Authorised by: _____
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<b>OFFICE NOTES</b>  _____  _____  _____  _____  _____
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