



Application for Credit Account

(N.B. Acceptance of application automatically entitles applicant to hold an account with both companies)

Nature of Organisation:

Sole Trader ☐ Partnership ☐ Limited Company ☐ Trust ☐ Other ☐ _____

Trade Name: _____

Legal Name: _____

Delivery Address: _____

Postal Address: _____

Telephone: () _____ Fax: () _____ Mobile: _____

Registered Office: _____ Email: _____

Company Number: _____ Date of Birth: _____

Previous Address Details (if less than 2 years): _____

Details of Partners (if Partnership)

1. Full Name: _____

Home Address: _____

Home Phone: _____

2. Full Name: _____

Home Address: _____

Home Phone: _____

Details of Directors (if Limited Company)

1. Full Name: _____

Home Address: _____

Home Phone: _____

2. Full Name: _____

Home Address: _____

Home Phone: _____

Contact Person for Accounts: _____

Name and Branch of Bank: _____

Bank Account No: _____

Solicitor's Name and Address: _____

Accountant's Name and Address: _____

Trade References: *(excluding Credit Cards, Fuel Suppliers, Landlord, Power and Phone)*

1. _____ Phone No: _____

2. _____ Phone No: _____

3. _____ Phone No: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1993) I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE of Ethical Agents International Limited T/A Oragene, which form part of, and are intended to be read, in conjunction with this Credit Application, and agree to be bound by these conditions.

Signed: _____ Date: _____
(Proprietor/Partner/Director/Authorised Signatory) Circle one

Full Name: _____ Position: _____

Signed: _____ (Witness)

Full Name: _____ Occupation: _____

Address: _____

Ethical Agents International Ltd T/A Oragene – Terms and Conditions of Trade

1.	Definitions	7.4	In the event that the Seller's suggested expiry date for the Goods is reached, at the Seller's sole discretion the Seller will replace/refresh the Goods.	12.	Security & Charge
1.1	"Seller" shall mean either Ethical Agents International Limited T/A Oragene and its successors and assigns.			12.1	Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:
1.2	"Buyer" shall mean the Buyer or any person acting on behalf of and with the authority of the Buyer.	8.	Warranty		(a) Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate, a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
1.3	"Guarantor" means that person (or persons), or entity that agrees herein to be liable for the debts of the Buyer on a principal debtor basis.	8.1	For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor responsible for, any term, condition, representation or warranty given by the manufacturer of the Goods.		(b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor an own client basis.
1.4	"Goods" shall have the same meaning as in section 2 of the Sale of Goods Act 1908 and are goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).	9.	Default & Consequences of Default		(c) To give effect to the provisions of clause [11, 12.1(a) to (b)] inclusive hereof the Buyer and/or the Guarantor (if any) do hereby irrevocably nominate, constitute and appoint the Seller or the Seller's nominee as the Buyer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Buyer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantor's name as may be necessary to secure the said Buyer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.
1.5	"Services" shall mean all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).	9.1	Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.		
1.6	"Price" shall mean the cost of the goods as agreed between the Seller and the Buyer subject to clause 4 of this contract.	9.2	If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from an against all of the Seller's costs and disbursements including on a solicitor and own client basis and in addition, all of the Seller's nominees costs of collection.		
2.	Acceptance	9.3	Without prejudice to any other remedies the Seller may have if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.		
2.1	Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.	9.4	If any account remains unpaid at the end of the second month after supply of the Goods or services, the following shall apply. An immediate amount of the greater of \$20 or 10% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable in addition to the interest payable under clause 9.1 hereof.	13.	Intellectual Property
2.2	Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.	9.5	In the event that:	13.1	The Buyer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyer's order.
2.3	None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing, nor is the Seller bound by any such unauthorised statements.		(a) Any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due, or	14.	Cancellation
3.	Goods / Services		(b) The Buyer becomes insolvent, convenes a meeting with its creditors, or proposes or enters into an arrangements with creditors, or makes an assignment for the benefit of its creditors, or	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. On giving written notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price for those Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
3.1	The Goods and/or Services are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Buyer.		(c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer,	15.	Privacy Act 1993
3.2	The Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:		then without prejudice to the Seller's other remedies at law:	15.1	The Buyer and the Guarantor/s (if separate to the Buyer) authorise the Seller to:
4.	Price and Payment		(i) The Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and		(a) Collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services; and
4.1	At the Seller's sole discretion the Price shall be either:		(ii) All amounts owing to the Seller shall, whether or not due for payment, immediately become due and payable.		(b) To disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Buyer.
	(a) as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or	10.	Title	15.2	Where the Buyer is a natural person the authorities (under clause 15.1) are authorities or consents for the purposes of the Privacy Act 1993.
	(b) the Seller's current Price at the date of delivery of the Goods, according to the Seller's current Price list; or	10.1	It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:	15.3	The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller.
	(c) Seller's quoted Price (subject to clause 4.2) which shall be binding upon the Seller provided that the Buyer shall accept in writing the Seller's quotation within thirty (30) days.		(a) the Buyer has paid all amounts owing for the particular Goods, and	16.	Buyer's Disclaimer
4.2	The Seller may, by giving notice to the Buyer (verbally or otherwise) at any time before delivery, increase the Price of the goods to reflect any variation from the plan of scheduled works or specifications beyond the reasonable control of the Seller.		(b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.	16.1	The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Buyer acknowledges that he buys the Goods relying solely upon his own skill and judgement.
4.3	Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.	10.2	Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then the Seller's ownership of rights in respect of the Goods shall continue.	17.	Contractual Remedies Act
4.4	The Seller may withhold delivery of the Goods until the Buyer has paid for them, in which event payment shall be made before the delivery date.	10.3	It is further agreed that:	17.1	The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) of the Contractual Remedies Act which states that nothing in the Contractual Remedies Act shall affect the Sale of Goods Act 1908, were omitted from the Contractual Remedies Act 1979.
4.5	At the Seller's sole discretion, payment for approved Byers shall be made by instalments in accordance with the Seller's delivery/payment schedule.		(a) Until such time as ownership of the Goods shall pass from the Seller to the Buyer, the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.	18.	Unpaid Seller's Rights to Dispose of Goods
4.6	At the Seller's sole discretion, payment for approved Buyers shall be due twenty (20) days following the end of the month in which a statement is posted to the Buyer's address or address for notices.		(b) If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.	18.1	In the event that:
4.7	Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Buyer and the Seller.				(a) The Seller retains possession or control of the Goods; and
4.8	The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.	11.	Personal Property Securities Act 1999		(b) Payment of the Price is due to the Seller; and
5.	Delivery of Goods	11.1	Upon assenting to these terms and conditions in writing, the Buyer acknowledges and agrees that:		(c) The Seller has not received the Price of the Goods
5.1	Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Buyer at the Seller's address.		(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and	19.	Consumer Guarantees Act 1993
5.2	The costs of carriage and any insurance which the Buyer reasonably directs the Seller to incur, shall be reimbursed by the Buyer (without any set-off or other withholding whatever) and shall be due on the ate for payment of the Price. The carrier shall be deemed to be the Buyer's agent.		(b) a security interest is taken in all Goods previously supplied by the Seller to the Buyer (if any) and all Goods that will be supplied in the future by the Seller to the Buyer during the continuance of the parties' relationship.	19.1	This agreement is subject, in all cases except where the Buyer is contracting within the terms of a trade/business (which cases are specifically excluded), to the provisions of the Consumer Guarantees Act 1993.
5.3	The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.	11.2	The Buyer undertakes to:	20.	General
5.4	The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.		(a) sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;	20.1	If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity of existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
6.	Risk		(b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;	20.2	All goods and Services supplied by the Seller are supplied subject to the laws of New Zealand and the Seller takes no responsibility for changes in the law that affect the Goods or Services supplied.
6.1	If the Seller retains title to the Goods nonetheless all risk for the Goods passes to the Buyer on delivery.		(c) not register a financing change statement or a change demand without the prior written consent of the Seller;	20.3	The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
7.	Defects/Returns		(d) give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number or business practice); and	20.4	In the events of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.
7.1	The Buyer shall inspect the Goods on delivery and shall, within three (3) days of delivery, notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.		(e) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.	20.5	Neither party shall be liable for any default due to any act of God, terrorism, war, strike, lock-out, industrial action, flood, storm or other event beyond the reasonable control of either party.
7.2	Except as provided in this clause and clause 7.3, the Buyer is not entitled to return the Goods to the Seller for any reason. For defective Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:	11.3	The Seller and the Buyer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms and Conditions.	20.6	The Buyer shall not set off against the Price amounts due from the Seller.
	(a) The buyer has complied with the provisions of clause 7.1;	11.4	The Buyer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.	20.7	The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.
	(b) The Goods are returned at the Buyer's cost within a time frame advised by the Seller;	11.5	Unless otherwise agreed to in writing by the Seller, the Buyer waives its right to receive a verification statement in accordance with section 148 of the PPSA.	20.8	The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Buyer of such change.
	(c) The Seller will not be liable for Goods which have not been stored or used in a proper manner;				
	(d) The Goods are returned in the condition which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.	11.6	The Buyer unconditionally ratifies any actions taken by the Seller under clauses 11.1 to 11.5 under and by virtue of the power of attorney given by the Buyer to the Seller.		
7.3	The Seller may (in its discretion) accept the Goods for credit up to three (3) months before the suggested expiry date of the Goods, but the Seller reserves the right to charge a re-stocking fee of 10% of the value of the returned Goods plus any freight.				