

# JACKSON ELECTRICAL INDUSTRIES LIMITED

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## ACCOUNT APPLICATION FORM

### ENTITY DETAILS:

APPLICANT'S FULL LEGAL NAME (i.e. not trading name): ..... ("the Customer")

(Please tick) Sole Trader  Individual  Partnership  Ltd Company  Other (please state): .....

Trading as: ..... Email: .....

Physical Address: .....

Postal Address: ..... Post Code: .....

Nature of Business: ..... Years in Business: .....

Telephone: ..... Fax: ..... E-mail addresses for Invoices/Statements: .....

Contact Name & Position: .....

**OWNERSHIP** please insert Owner(s) / Directors Name(s) in full

1: ..... Address: .....

2: ..... Address: .....

IF LIMITED LIABILITY COMPANY - Address of Registered Office: .....

Date of Incorporation: ..... Incorporation No: .....

Date of Birth if Sole Trader or Individual ..... Years in Business: .....

### FINANCIAL & PROFESSIONAL ADVISORS

Shareholders Funds: ..... Paid Up: .....

Name of Accountant: ..... Solicitor: .....

Bank: ..... Branch: ..... Acct No: .....

### TRADE REFERENCES

Company	Phone Number	Fax Number

Please provide **three trade references**.

**General Description of Goods/Products/Services to be Provided:** .....

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Jackson Electrical Industries Limited that the above information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer. I/We also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/We am/are also signing this application form in my/our personal capacity.

**If the applicant is a company then this application form must be signed by a Director of the Company.**

Signed ..... Print Name ..... Designation .....

Dated this ..... day of ..... 20 .....

## TERMS & CONDITIONS OF TRADE

### 1. DEFINITIONS

- 1.1 "Jackson Electrical Industries" shall mean Jackson Electrical Industries Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Jackson Electrical Industries.
- 1.3 "Products" shall mean:
- 1.3.1 all Products of the general description specified on the front of this agreement and supplied by Jackson Electrical Industries to the Customer; and
- 1.3.2 all Products supplied by Jackson Electrical Industries to the Customer; and
- 1.3.3 all inventory of the Customer that is supplied by Jackson Electrical Industries; and
- 1.3.4 all Products supplied by Jackson Electrical Industries and further identified in any invoice issued by Jackson Electrical Industries to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
- 1.3.5 all Products that are marked as having been supplied by Jackson Electrical Industries or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Jackson Electrical Industries; and
- 1.3.6 all of the Customer's present and after-acquired Products that Jackson Electrical Industries has performed work on or to or in which goods or materials supplied or financed by Jackson Electrical Industries have been attached or incorporated.
- 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Products and Services" shall mean all products, equipment, goods, services and advice provided by Jackson Electrical Industries to the Customer and shall include without limitation the manufacture, importing, distribution, servicing and moulding, hire and supply of specialised electrical equipment, tools and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by Jackson Electrical Industries to the Customer.
- 1.5 "Price" shall mean the cost of the Products and Services as agreed between Jackson Electrical Industries and the Customer and includes all disbursements eg charges Jackson Electrical Industries pay to others on the Customer's behalf subject to clause 4 of this contract.

### 2. ACCEPTANCE

- 2.1 Any instructions received by Jackson Electrical Industries from the Customer for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

### 3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Jackson Electrical Industries to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by Jackson Electrical Industries to any other party.
- 3.2 The Customer authorises Jackson Electrical Industries to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

### 4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by Jackson Electrical Industries at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of Jackson Electrical Industries between the date of the contract and delivery of the Products and Services.

### 5. PAYMENT

- 5.1 Payment for Products and Services shall be made in full on or before the 20<sup>th</sup> day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Jackson Electrical Industries in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

### 6. QUOTATION

- 6.1 Where a quotation is given by Jackson Electrical Industries for Products and Services:
- 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
- 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
- 6.1.3 Jackson Electrical Industries reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Products and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products and Services.

### 7. RISK

- 7.1 The Products remain at Jackson Electrical Industries' risk until delivery to the Customer.
- 7.2 Delivery of Products shall be deemed complete when Jackson Electrical Industries gives possession of the Products directly to the Customer or possession of the Products is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.
- 7.3 The time agreed for delivery shall not be an essential term of this contract.

### 8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1 Title in any Products supplied by Jackson Electrical Industries passes to the Customer only when the Customer has made payment in full for all Products provided by Jackson Electrical Industries and of all other sums due to Jackson Electrical Industries by the Customer on any account whatsoever. Until all sums due to Jackson Electrical Industries by the Customer have been paid in full, Jackson Electrical Industries has a security interest in all Products.
- 8.2 If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with Jackson Electrical Industries until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be deemed to be assigned to Jackson Electrical Industries as security for the full satisfaction by the Customer of the full amount owing between Jackson Electrical Industries and Customer.
- 8.3 The Customer gives irrevocable authority to Jackson Electrical Industries to enter any premises occupied by the Customer or on which Products are situated at any reasonable time after default by the Customer or before default if Jackson Electrical Industries believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. Jackson Electrical Industries shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Jackson Electrical Industries may either resell any repossessed Products and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Customer's account with the invoice value thereof less such sum as Jackson Electrical Industries reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 8.4 Where Products are retained by Jackson Electrical Industries pursuant to clause 8.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 (PPSA) and to object under s.121 of the PPSA.
- 8.5 The following shall constitute defaults by the Customer:
- 8.5.1 Non payment of any sum by the due date.
- 8.5.2 The Customer intimates that it will not pay any sum by the due date.
- 8.5.3 Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.
- 8.5.4 Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Jackson Electrical Industries remains unpaid.
- 8.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord disclaims against any of the Customer's assets.
- 8.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 8.5.7 Any material adverse change in the financial position of the Customer.

- 8.6 If the Credit Repossession Act applies to any transaction between the Customer and Jackson Electrical Industries, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

### 9. SECURITY INTEREST FOR SERVICE PROVIDERS

- 9.1 The Customer gives Jackson Electrical Industries a security interest in all of the Customer's present and after-acquired property that Jackson Electrical Industries has performed services on or to or in which goods or materials supplied or financed by Jackson Electrical Industries have been attached or incorporated.

### 10. DISPUTES AND RETURN OF PRODUCTS

- 10.1 No claim relating to Products and Services will be considered unless made in writing within fourteen (14) days of delivery.
- 10.2 No claim will be accepted where:
- 10.2.1 If any attempt to repair the defective Products is made by any person not authorised;
- 10.2.2 If the defective Products have been modified or incorrectly stored, maintained, installed or operated.
- 10.3 Should Jackson Electrical Industries elect to repair any defective Products, such repairs shall be effected at such place as Jackson Electrical Industries may specify and the Customer shall be responsible for shipments to the place or places so specified.
- 10.4 Jackson Electrical Industries will only accept Products for return at its sole discretion. Should Products be accepted for return Jackson Electrical Industries shall deduct from the credit given, the sum of 10% of the invoice value plus any additional charges that may be required to restore the Products to saleable Products. All transport costs shall be at the Customer's expense.

### 11. LIABILITY

- 11.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Jackson Electrical Industries which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Jackson Electrical Industries, Jackson Electrical Industries' liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 11.2 Except as otherwise provided by clause 11.1 Jackson Electrical Industries shall not be liable for:
- 11.2.1 Any loss or damage of any kind whatsoever including consequential loss, arising from the supply of Products and Services by Jackson Electrical Industries to the Customer, whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by Jackson Electrical Industries to the Customer; and
- 11.2.2 The Customer shall indemnify Jackson Electrical Industries against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Jackson Electrical Industries or otherwise, brought by any person in connection with any matter, act, omission, or error by Jackson Electrical Industries its agents or employees in connection with the Products and Services.

- 11.3 If, contrary to the disclaimer of liability contained in these terms and conditions of trade, Jackson Electrical Industries is deemed to be liable to the Customer, following and arising from the supply of Products and Services, then it is agreed between Jackson Electrical Industries and the Customer that such liability is limited in its aggregate to \$500.00.

### 12. WARRANTY

- 12.1 Any written warranty that Jackson Electrical Industries provide to the Customer will also form part of these terms and conditions of trade.
- 12.2 The Lifeguard 12 month warranty is subject to these conditions:
- 12.2.1 This warranty covers any defect in this Product caused by faulty material or workmanship, fair wear and tear is expressly excluded;
- 12.2.2 Claim for service under warranty must be submitted to the manufacturer together with the faulty unit;
- 12.2.3 The manufacturer does not accept responsibility for freight charges arising from warranty claims or for loss or damage in transit;
- 12.2.4 Any unauthorised inspection modification repair of Lifeguard immediately renders this warranty null and void.

### 13. COPYRIGHT AND INTELLECTUAL PROPERTY

- 13.1 Jackson Electrical Industries, owns and has copyright in all work, designs, software, systems, solutions, drawings, specifications and documents produced by Jackson Electrical Industries in connection with the Products and Services provided pursuant to this contract and the client may use the Products and Services only if paid for in full and for the purpose for which they were intended and supplied by Jackson Electrical Industries.

### 14. CONSUMER GUARANTEES ACT

- 14.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products and Services from Jackson Electrical Industries for the purposes of a business in terms of section 2 and 43 of that Act.

### 15. HIRE OF EQUIPMENT

- 15.1 Where equipment is hired from Jackson Electrical Industries:
- 15.1.1 The Customer shall not part with the possession of the equipment and shall not sublet, or sell, or attempt to alienate the equipment in any way, or deal with the equipment in any way that may be prejudicial to Jackson Electrical Industries.
- 15.1.2 The Customer shall be liable for any damage to or loss of the equipment hired however caused and in the event of any equipment being damaged, lost or stolen the Customer shall pay to Jackson Electrical Industries the cost of making good the repair to the equipment or the cost of replacing the equipment whichever is the lesser.
- 15.1.3 The Customer shall on request by Jackson Electrical Industries advise of the whereabouts of any hired equipment and gives Jackson Electrical Industries irrevocable licence to enter any premises within its control for the purposes of inspecting, repairing, testing or removing the hired equipment and further if the Customer fails to pay any monies owing after the due date Jackson Electrical Industries may enter any premises and take possession and remove the hired equipment.

### 16. INCORRECT SPECIFICATIONS

- 16.1 Jackson Electrical Industries are not responsible for any loss incurred by the Customer due to being supplied with incorrect specifications. The Customer remains liable for the goods once supply has commenced.

### 17. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 17.1 If the Customer is a company or trust, the director(s) signing this contract, in consideration for Jackson Electrical Industries agreeing to supply goods and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Jackson Electrical Industries the payment of any and all monies now or hereafter owed by the Customer to Jackson Electrical Industries and indemnify Jackson Electrical Industries against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

### 18. MISCELLANEOUS

- 18.1 Jackson Electrical Industries shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 18.2 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 18.3 Failure by Jackson Electrical Industries to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Jackson Electrical Industries has under this contract.