

CUSTOMER DETAILS

TICK ONE: Individual [] School [] Partnership [] Limited Liability Company []

Name(s) (Directors of Company if Company making application): _____

Date of Birth (if individual making application) _____

Trading Name: _____

Company Registration Number: _____

Street Address _____

Postal Address _____

Telephone: _____ Fax: _____

Credit Reference of other Companies

Name	Phone	Address

I/we authorise any person or Company listed above to provide you with such information as you may require in response to your credit enquiries.

I/we have read the Wakelin Education Services' Terms and Conditions of Sale on the attached sheets and agree to be bound by those terms & conditions.

Signed _____

Name _____

Position _____

Date _____

TERMS AND CONDITIONS OF SALE

1. **GENERAL**

These conditions of sale constitute the entire contract, including all future contracts between Wakelin Education Services ("The Vendor") and you ("The Customer"). No conditions or stipulations in or attached to your form of acceptance of any quotation, or your form of order or any other paper containing writing which is inconsistent with our conditions of sale, or which purports to add to or modify them shall have any effect unless accepted by the Vendor in writing. In the event the Vendor supplies goods then these Terms and Conditions of Sale shall apply regardless of whether the Customer actually signs and returns these Terms and Conditions of Sale.

2. **PRICES**

All quotations are based on rates and costs at the date of quotation. The Vendor reserves the right to adjust any quote prior to the date of dispatch of goods or performance of services on account of any increases in rates and costs. If additions or modifications to goods or services are requested by the Customer after the acceptance of the quotation, then the quotation shall be adjusted to reflect the additional modification.

3. **PAYMENT**

All accounts are payable by the **20th day of the month** following the account being rendered, and after that time any unpaid amounts will accrue interest payable by the Customer and calculated at 15% per annum on a daily basis.

Should the Vendor be required to commence any legal action to recover outstanding accounts and interest accruing thereon, the Customer shall be liable to reimburse the Vendor for all legal costs incurred by them in enforcing payment of the overdue account, whether proceedings are filed at the Court or not.

4. **RISK**

The risk in any goods supplied by the Vendor shall pass to the Customer when the goods are delivered by the Vendor to the Customer or their agent.

5. **SECURITY INTEREST**

In consideration of the Vendor providing goods to the Customer, including all future advances of goods, the Customer grants a Purchase Money Security Interest (as defined in the Personal Property Securities Act 1999) to the Vendor which will continue until the whole of the purchase price has been paid in full. If any goods supplied to the Customer are disposed of prior to payment and/or they become mixed with or parts of other goods (whether supplied by the Vendor or not) then the security interest shall continue in the proceeds of sale of the goods or the product produced by the mixing of the goods.

6. **DEFAULT**

If the Customer fails to make payment or defaults by jeopardising the Vendor's security interest in the goods in any manner whatsoever the Customer hereby authorises the Vendor and/or its agents to enter upon any property on behalf of the Vendor to recover goods. If there is any shortfall owing to the Vendor after the sale of the repossessed goods, then the Customer will remain liable to the Vendor for the shortfall.

7. **LIMITATION OF LIABILITY**

Any liability of the Vendor of any nature whatsoever arising directly or indirectly from any defect in any goods or any service provided by the Vendor shall be limited to the replacement or repair of such defect and shall not in any case exceed the invoice value of the goods. Any claim must be made in writing and communicated to the Vendor within 14 days after the delivery of the goods.

8. **PERSONAL PROPERTY SECURITIES ACT**

If a financing statement is registered to protect the security interest of the Vendor that financing statement will cover all goods supplied to the Customer by the Vendor from time to time.

The Customer waives all rights under the following sections of the PPSA; 116 (right to receive statements of account); 120(2) (right to receive notice of proposal of secured party to retain collateral), and 148 (right to receive verification statement). The Customer shall reimburse the Vendor for all costs incurred in filing the financing

statement or any subsequent financing change statement under the PPSA in relation to goods supplied under these terms of sale.

9.

DEFINITIONS

“Goods” means all present and after acquired goods including all goods invoiced to the Customer by the Vendor from time to time as outlined in any quotation, invoice, order note or delivery docket, or any evidence of any supply of goods whatsoever.

10.

DISPUTES

If any dispute arises out of this contract then the Customer hereby agrees that if the total amount in dispute is less than \$12,000.00 then the Customer agrees to have the matter heard in the Disputes Tribunal if it cannot be resolved directly between the parties. If the amount in dispute exceeds \$12,000.00 then the parties shall refer the matter to Arbitration. All disputes shall be determined according to the law of New Zealand.