



Your first choice for reliable products and service

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ACCOUNT APPLICATION FORM

Trading Name: _____

Company Name: _____

Or : _____
Partnership or Sole Trader (Full Name Required Please)

Postal Address: _____ Post Code _____

Delivery Address: _____ Post Code _____

Telephone: _____ Mobile: _____

Fax: _____ E-Mail: _____

Contact Name: Accounts _____ Email _____

Contact Name: Purchasing _____ Email _____

Electronic Statements - if yes Email to: _____

Electronic Invoices - if yes Email to: _____

TRADE CREDIT REFERENCES

PLEASE NOTE NO POWER CO'S, FINANCE CO'S, SERVICE STATIONS OR COUNCIL REFERENCES

Name: _____ / _____ / _____

Town: _____ / _____ / _____

Phone: _____ / _____ / _____

TERMS OF TRADE:

As a duly authorized officer of the above company / person responsible for the debt I have read and accept the terms of trading as attached. I / We irrevocably authorize any person or company to provide you with such information as you may require in response to your credit inquiries. I / We further irrevocably authorize you to furnish to any third party details of this application and any subsequent dealings that I / We may have with you as a result of this application being actioned by you.

Signature: _____ Date: ____ / ____ / ____

Internal Use Only	Date opened: ____ / ____ / ____	Account Number: _____
Customer Type:	Medical, Cleaners, Manufacturers, Primary, Retailers and Distributors – Packaging / Horticultural / Butchers.	
Vetted by Sales Manager:	Salesperson: Gary Longdill	
PRICE CODE: D/C	*YES / NO	CL: _____

CONDITIONS OF SALE

All quotations made by Flexoplas Packaging Ltd are subject to and incorporate these terms and conditions. Any order placed with Flexoplas Packaging Ltd is to be deemed to incorporate these terms and conditions, and no variations, modifications or substitution shall be binding on Flexoplas Packaging Ltd unless specifically accepted in writing.

- A. In these conditions "the seller" means FLEXOPLAS PACKAGING LTD and " the buyer" means the person or persons, company corporate body, board, department or authority buying any products from the seller or having any work carried out by the seller.
- B. Payment shall be made in full not later than the 20th day of the month next following that in which the goods are invoiced. If payment is not made on that time, the seller reserves the right to charge interests on outstanding accounts at the rate of 18% p.a.
- C. Any periods or time quoted for the delivery are to be regarded as estimates and whilst the seller will do its best to keep such periods and times, no guarantee is given and the seller accepts no responsibility for loss or damage resulting from such delay.
- D. Unless otherwise agreed by the seller, the seller reserves the right to vary the price quoted for the goods to take account of increase in award rates, cost of living increase or cost of materials, including exchange rate fluctuations or any additional expenses incurred between the date of the order and the date of delivery or to take account of expenses incurred in or resulting from any modification to the goods in accordance with the customers request or delays caused by the customers instructions or failure to give any instructions.
- E. There shall be an allowable variation in the quantity of products delivered by the seller to the buyer of 10% above or below the quantity specified in the order.
- F. Every reasonable effort will be made by the company to match the shade or colour if any is specified, but in no event will this require the company to make better than a commercial match of colours.
- G. Claims regarding the goods must be made in writing within seven days of delivery of they will be deemed to have been waived. By lodging a claim, the customer agrees to hold the goods ready for inspection for a 30 day period. Should the goods or any part thereof be sold in this period, all claims shall be deemed to have been waived.
- H. The seller shall not be liable for errors or omissions arising from an oversight or a misinterpretation of a customer's verbal instructions.
- I. Where a request has been made by a buyer to review a job prior to processing through a machine and, as a result that machine stands idle awaiting instructions, then such idle time will be payable by the buyer at the sellers machine rate for that machine.
- J. Preparation by the seller of artwork and design (which includes written text), whether printed upon any packaging material or separate label for use in conjunction with any packaging material or attachment to any goods and sold to the customer, shall not amount to nor be construed as a warranty, condition or representation expressly or by implication in any manner whatsoever that such labelling complies with any law or laws, whether by statute, regulation or otherwise in force now or which at any time in the future may be in force in New Zealand or elsewhere, and containing any prescription as to the content, form, shape, size, words, letters, figures, symbols, colours or other of any labelling required upon any package or label for any goods whatsoever.
- K. All goods sold FIS unless otherwise specified.
- L. The seller shall not (1) be obliged to deliver to the buyer die or plate if the buyer is in default; (2) be liable for any loss or damage to any die or plate (including total loss) for any damage or loss suffered by the buyer in relation to that loss or damage.
- M. Where the seller is producing goods to the specifications supplied by the buyer or with a design or designs specified by the buyer, the buyer hereby agrees to indemnify the seller from and against any loss, cost, liability or claim howsoever arising from an infringement or claimed infringement of any patent, trademark, registered design or copyright held by persons other than the seller.
- N. Failing settlement of any dispute regarding quality, workmanship or other, the matter shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1908 and its amendments. Work under the contract shall, so far as may be reasonably practical, continue during any arbitration proceedings and no payments which may or shall be withheld by reason or on account of such proceedings. Should any goods be under specification but still usable for normal business purposes, the arbitration shall award an adequate allowance to the customer. The liability of the Company for defective quality of workmanship shall be limited to the value of the goods supplied and shall not include liability for any consequential, indirect or special damage or loss of any kind whatsoever.