

Tropicair Heating 2021 Ltd

6 Bray Street, Darfield, Canterbury
Phone: 03 379 0438
Email: sales@tropicair.co.nz | Website: www.tropicair.co.nz



APPLICATION FOR CREDIT WITH TERMS AND CONDITIONS

Please tick appropriate box:

Company Sole Trader Partnership Other: _____

Full Legal Name:	
Trading As:	
Postal Address:	
Physical Address:	

Phone:	Email:
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Primary contact name for Ordering:		
Phone:	Mobile:	Email:

Primary contact name for Accounts:		
Phone:	Mobile:	Email:

Directors / Partners		
Full name	Address	Phone number
1.		
2.		
3.		

Trade References		
Company Name	Address	Phone number
1.		
2.		
3.		

Credit Limit requested	Anticipated Monthly Purchase?
\$	\$

The Applicant's Declaration

1. Certify the information provided on this form is true and correct.
2. Warrant that they are authorised to complete and sign this application for a credit account with Tropicair Heating 2021 Ltd.
3. In accordance with the Privacy Act (1993) authorise Tropicair Heating 2021 Ltd or its employees to:
 - a. Seek information
 - b. Any person or company to provide information as required
 - c. Furnish any related company with details of this Application for Credit or subsequent dealings that I/we may have with Tropicair Heating Ltd as a result of the Application for Credit being granted
4. Warrant that they have read and understood the Tropicair Heating 2021 Ltd Terms and Conditions of Sale and agree to be bound by them.

Director's Name:	
Signed:	Date:

Director's Name:	
Signed:	Date:

Director's Name:	
Signed:	Date:

By submitting this application you agree to the terms & conditions attached, please remember to initial each page of the T&C's to complete the application.

TERMS AND CONDITIONS OF SALE AND CREDIT

1. General

- 1.1. The acceptance of Tropicair Heating 2021 Limited's quote or tender price includes the acceptance of the following terms and conditions.
- 1.2. Definitions.
- 1.3. PPSA means the Personal Property Securities Act 1999.
- 1.4. The terms collateral, debtor, financing statement, financing change statement, inventory, proceeds, and security interest have the meanings as defined in the PPSA. Purchase Money Security interest (PMSI) has the meaning defined in Section 16 of the PPSA.
- 1.5. Tropicair means Tropicair Heating 2021 Limited.
- 1.6. Goods means all goods supplied from time to time by Tropicair and includes all proceeds of such goods provided that:
 - 1.6.1. Where the goods supplied are the client's inventory then all references to goods shall in respect of those goods be read as references to inventory; and
 - 1.6.2. Where the goods supplied are not inventory then all references to goods shall in respect of those goods, mean those goods supplied per quote and invoice.
 - 1.6.3. Client means the client to whom the goods are supplied pursuant to the quotation/tender provided by Tropicair. Where the client is a company it means the registered name of the company. Where the client is a sole trader it means the full name of the sole trader. Where the client is a partnership it means both the partnership name and each partner of the partnership.

2. Prices

- 2.1. Prices quoted are based upon costs current at the date of quotation. Tropicair may withdraw any quotation before it is accepted and, in any event, any quotation will lapse without notice 30 days after it is given. All prices quoted are exclusive of GST and any other duties and taxes will be payable as an additional amount on all prices and charges.

3. Terms of Payment

- 3.1. Unless otherwise agreed in writing, payment for goods must be made on or before the 20th of the month following date of invoice.
- 3.2. Where other payment terms are agreed, payment must be made in accordance with those terms.
- 3.3. Any deposit requested by Tropicair shall be payable upon acceptance of the quotation.

3.4. Should payment in full not be made on the due date, then without prejudice to any other remedies available to Tropicair it may:

3.4.1. cancel or withhold the supply of further goods:

3.4.2. charge and recover interest charged on a daily basis at a rate of 2% per month during the period of default up until the date of payment; and

3.4.3. the client shall be responsible for all costs (including costs on a solicitor/client basis) and debt collection charges incurred by Tropicair in recovering all outstanding amounts.

4. Dimensions of Other Descriptive Details

4.1. Photographs, illustrations, weights, dimensions and any other particulars given in or accompanying quotation or descriptive literature, represent generally the goods offered but are subject to alteration without notice by the manufacturer and Tropicair shall not be bound as to the details thereof.

5. Warranties

5.1. Tropicair warrants the goods are supplied free of defects in materials or workmanship under normal usage. In the event of defect in materials or workmanship Tropicair will repair or exchange any defective part provided that the defect is brought to the attention of Tropicair within five (5) years from the date of sale of the goods and Tropicair is reasonably satisfied the defect is caused by fault in the materials or manufacturing workmanship. This warranty is exclusive to the client and is not transferable.

5.2. Tropicair shall not be liable for any consequential or special damages under any circumstances whatsoever.

5.3. All quoted performance figures are based upon previous experience and reasonable expectation of ordinary usage. Any units not reasonably performing to those quoted standards will be replaced, if replaced Tropicair will have no further liability to the client.

6. Credit

6.1. There is no obligation for Tropicair to continue to provide credit and it may at any time withdraw the credit facility granted and require immediate payment of the total amount due and outstanding by the client including the purchase price of the goods, and all interest and expenses.

7. Insurance

7.1. The goods become the responsibility of the purchaser upon delivery to the purchaser and all risk (including loss, damage or deterioration) passes to the purchaser. Tropicair is not required to insure the goods from delivery.

8. Delivery and non-availability

8.1. Any delivery dates quoted by Tropicair are estimates only. Tropicair will use reasonable endeavours to see that deliveries are made according to schedule but shall not be responsible for delivery delays due to causes beyond Tropicair's control and the client agrees to accept delivery as soon as the goods are able to be delivered.

8.2. All goods ordered by the client are subject to such goods being available for delivery and Tropicair accepts no responsibility for non-availability of goods and shall not be liable for any act of God or force majeure event, including, but not limited to, industrial disputes, war or delays or defaults of manufacturers, which delays or frustrates the performance of this agreement.

9. Consumer Guarantees Act 1993 (CGA)

9.1. If the CGA applies, the terms and conditions shall be read subject to the client's rights under the CGA, provided that where the client is acquiring goods for business purposes, the CGA shall not apply. Where the client on supplies goods purchased from Tropicair to persons for business purposes, the client shall in contracting with those persons provide that the CGA shall not apply to the extent permitted by law. The client indemnifies Tropicair in respect of any failure to comply with this provision.

10. Personal Property Securities Act 1999 (PPSA)

10.1. To secure payment of all amounts owing by the client to Tropicair from time to time, the client as debtor grants a security interest in all goods purchased from Tropicair previously supplied by Tropicair to the client and all present and after acquired goods supplied by Tropicair to the client. The client agrees that the goods are collateral securing payment of all outstanding indebtedness owing by the client to Tropicair.

10.2. The client acknowledges and agrees that the security interest given to Tropicair includes a security interest in all proceeds of collateral.

10.3. The client acknowledges and agrees that the security interest given to Tropicair is a PMSI.

10.4. The client agrees to waive its right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest and that the client contracts out of sections 114(1)(a), 117(1)(c), 133, or 134 of the PPSA. The rights of a debtor in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PPSA do not apply to the security interest given by the client to Tropicair.

10.5. The client agrees to provide any information or sign any document required under the PPSA and the regulations under the PPSA to enable Tropicair to register a financing statement or a financing change statement.

10.6. In the event that the Client is in default under these Terms or TROPICAIR considers the goods to be at risk the Client hereby irrevocably gives TROPICAIR, its officers, employees and agents licence without the necessity of notice to enter onto any premises owned or occupied by the Client to search for and take possession of the goods and remove them without being in any way liable to the Client or anyone claiming under the Client for doing so. If the goods are wholly or partially attached to or incorporated in any other goods TROPICAIR may disconnect or sever them in any way necessary to remove the goods.

10.7. Should the goods be merged into other goods then Tropicair shall have a general security created over the new goods so created for the moneys outstanding.

Agreement to Mortgage if land.

10.8. Should the goods be merged into land then an interest in that land shall be created in favour of Tropicair by way of a charge or mortgage over that property. Tropicair shall be entitled to call upon the Client to execute a mortgage in favour of Tropicair over that land and Tropicair shall be entitled to register such mortgage and until such is registered maintain a caveat over the said land.

11. Spreading of Payments

11.1. Tropicair may allocate any money received in payment for goods supplied towards debts, charges and expenses owing in any priority it determines so that payments can be applied in partial payment of all or any outstanding invoices to maintain a PMSI in the goods.

12. Installation Charges

12.1. Installation will be performed during normal business hours, any work performed outside normal business hours will be subject to extra payment at additional overtime rates.

12.2. Tropicair shall not be charged any penalty whatsoever as a result of late completion of the contract caused by delay by a Head Contractor and nothing said to the contrary of this provision shall be binding on Tropicair.

13. Ownership

13.1. Property in goods sold by Tropicair shall not pass until the client has made payment in full of the purchase price for those goods to Tropicair. Until such payment is made the client will hold the goods as bailee for Tropicair and Tropicair shall have the right to enter the premises occupied by the client and take possession of any of those goods at any time after payment is due.

13.2. If the goods or any of them are resold before payment is made, the client shall hold the sale proceeds for and on trust for Tropicair. The proceeds of any such sale will reduce the debt to Tropicair and Tropicair may take such legal remedies as are available to it to recover any balance outstanding. The client agrees that any collection costs incurred by Tropicair in collection of all or any part of any overdue debt on this account will be payable by it.

14. Privacy Act

14.1. The client expressly authorises Tropicair to make any enquiries it considers necessary for confirmation of any information set out on this application. The client understands that it has rights under the Privacy Act 1993 to access and correct any information held by Tropicair about the client.

15. Authority

15.1. The persons signing the application confirm(s) having the authority to make and sign this application on behalf of the client.

16. Terms of Contract

16.1. Any goods supplied by Tropicair shall be subject to these terms unless agreed otherwise in writing. The client's acceptance of goods from Tropicair is deemed to be an acceptance of these terms notwithstanding anything that may be stated to the contrary in or contained in the client's purchase order and whether the client has signed these conditions or not.

16.2. Waivers of or changes to these terms are effective only if made in writing and signed on Tropicair's behalf. Tropicair reserves the right to modify these terms at any time.