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accounts@regal.co.nz

## Account Application

**Applicant's full legal name** (i.e. not trading name): ..... ("the applicant")

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

Trading as: ..... Postal address: .....

Physical address: .....

Email: .....

Nature of business: ..... Years in business: .....

Contact name & position: .....

Phone No: ..... Mobile No: ..... Fax No: .....

**If a limited liability company** - address of registered office: .....

Date of incorporation: ..... Incorporation no: .....

**Ownership:** Full details of Directors:

1 Name: ..... Address: ..... Phone no: .....

2 Name: ..... Address: ..... Phone no: .....

**Financial & professional advisors**

Name of accountant: ..... Solicitor: .....

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

**General description of services to be provided:** .....

Trade References (Two Required)			
Company	Contact name	Phone number	Account open since

**I warrant to Regal Limited:**

1. that the above information is to the best of my knowledge, information and belief true and correct; and
2. that I have carefully read and agree to be bound by the terms and conditions as printed overleaf; and
3. that I am duly authorised to make this credit account application on behalf of the applicant and of anyone duly authorised to enter into future contracts on behalf of the applicant.

**I also acknowledge that pursuant to the personal guarantee contained in the terms and conditions that I am also signing this application form in my personal capacity.**

Signed ..... Print name ..... Position .....

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

**If the applicant is a company then this application form must be signed by a company director of the company.  
Please initial the 2nd page and return both pages, thank you.**

1. **What is the purpose of this agreement?**
  - 1.1 This agreement sets out the terms that apply to the relationship between you (and "your") and **Regal Limited** ("we", "us" and "our").
2. **What information about you can we collect?**
  - 2.1 You agree to provide and allow us to use all information necessary to give effect to this agreement, the provision of our products and performance of our services.
  - 2.2 Unless your consent is withdrawn in writing, you agree to the disclosure of information:
    - to give effect to our products and services;
    - to enforce our obligations under this agreement or an additional agreement;
    - when authorised by you or required by law;
    - to assess credit worthiness; and
    - to market any of our products and services.
  - 2.3 We will comply with the Privacy Act 1993. We will not use your information unless we have reasonably ensured it is accurate, complete, relevant and not misleading. If we give your information to another entity we will do what is reasonably within our power to prevent unauthorised use or disclosure. You may access any of your information and ask us to correct any mistakes.
3. **What are our products and services?**
  - 3.1 "Product(s)" and "service(s)" means and includes without limitation:
    - all jewellery, alloys, castings, goods, units, products and items (whether provided by us, separate, attached to something or performed work on);
    - refining, casting, wholesale, supply, distribution and delivery; and
    - agency fees, charges and out of pocket expenses incurred by us, identified in any document or electronic record issued by either party, all of which are deemed to be incorporated into and form part of this agreement, or as ours by marking or a manner of storage enabling identification.
4. **What is the price?**
  - 4.1 The price is the cost of the products and services as agreed between you and us from time to time subject to GST and out of pocket expenses such as freight. If no price is stated, the price will be the cost that we provide the products and services at the time of your order. The price is subject to reasonable changes.
5. **What happens when we give you a quote?**
  - 5.1 If we give you a quote for products and services:
    - the quote will be valid for thirty (30) days from the date of issue;
    - it will be exclusive of GST and freight, unless stated otherwise;
    - you will be responsible for increased costs or receive the benefit of decreased costs resulting from any subsequent changes to the quote due to any inadequate or inaccurate information, request/requirement for additional products and services, or alterations; and
    - we may alter the quote due to circumstances beyond our control or clerical error.
6. **When and how do you pay us?**
  - 6.1 Subject to 6.2, you agree to pay us in full:
    - on or before the 20<sup>th</sup> day of the month following the date of our invoice, on or before the 7<sup>th</sup> day following the date of our invoice for seven day accounts;
    - interest on any amount you owe after the due date at a rate of 2.5 % per month;
    - expenses incurred as a result of enforcing any of our rights contained in this agreement including PPSR, debt collection and legal fees;
    - without set-off, deduction or counterclaim; and
    - a deposit may be required.
  - 6.2 You agree to us allocating or reallocating any payment received from you towards any invoice. If no allocation is made then it is deemed to be in such a way that preserves the maximum value of our purchase money security interest in the products.
  - 6.3 If you will pay for the products and services by credit card, we may require a retention, the value of the services will be deducted from your card. All payments by credit card will incur a surcharge of 2.5% of the value of the invoice.
7. **What warranties apply?**
  - 7.1 Manufacturer warranties where applicable.
  - 7.2 Samples shown to you may differ from products provided to you.
  - 7.3 If you are business and/or in trade and/or are a business, you agree that the parties contract out of the Fair Trading Act 1986 and Consumer Guarantees Act 1993 to the extent permissible by law.
  - 7.4 We are not liable for delay or failure to perform our obligations if the cause is beyond our reasonable control.
  - 7.5 Subject to 7.1-7.4, if we are deemed liable to you for loss or damage of any kind, arising from provision of products and services to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract tort or otherwise, then you agree that our total liability is limited to the value of the products and services provided to you.
8. **What if you wish to make a claim in relation to a product?**
  - 8.1 If you wish to make a claim in relation to a product due to fault/defect or incorrect or short supply, you must notify us within twenty seven (7) days of delivery (non-notification is deemed acceptance of the condition and number of products). The product must not be destroyed or removed from the delivery address until we have inspected the product, required it be returned to us or waived such right.
  - 8.2 Returns for reasons other than those under 8.1 will be at our discretion and the cost of return will be your responsibility.
9. **When are we responsible for the products?**
  - 9.1 We are responsible for the products until they are delivered. Delivery is complete when we give the products to you or another person/entity who will give the products to you or when we leave the products on your premises.
  - 9.2 The time and date of provision is an estimate only and not an essential term of our agreement. We may partially deliver products listed in one order or invoice without added cost to you. If the parties agree on delivery by instalments and we fail to deliver an instalment, the failure will not give rise to a right of cancellation.
- 9.3 Risk for the products lies with us in accordance with 9.1 or when ownership passes in accordance with 10.1, whichever comes first.
10. **What ownership and security rights do we have?**
  - 10.1 We retain ownership of and hold a security interest in all products until you have paid us in full all amounts owing in relation to the products and services. While we retain ownership, you will store all products in such a way that our interests are protected and they can be identified as provided by us.
  - 10.2 You agree that we hold security interest in all of your present and after acquired property connected with products and services provided to you, and:
    - authorise us to register a financing statement and charge on the Personal Property Securities Register, and provide all information and signatures necessary to effect the same;
    - will not register a financing charge or statement or charge demand in respect of products without our prior written consent;
    - waive your entitlement under s 148 of the Personal Property Securities Act 1999 (PPSA) to a copy of a verification statement when our interest is registered;
    - that both parties contract out of ss 114(1)(a), 133 and 134 of the PPSA;
    - waive your rights as listed under s 107(2) of the PPSA; and
    - to give us fourteen (14) days prior written notice of any proposed change in your name or details such as contact information.
  - 10.3 We own all existing and new intellectual property rights connected to the goods and services. You fully indemnify us for any intellectual property infringements we may make when acting in accordance with your instructions. You may use the goods only if paid in full and for the purpose for which they were intended and supplied by us.
11. **What if you want to vary/cancel an order?**
  - 11.1 If you wish to vary or cancel an order you must notify us in writing within reasonable time. If we have reasonably relied on your original instructions, you will remain responsible for full payment of the price of the products and services. Indent and special orders cannot be cancelled.
12. **When can a party cancel this agreement?**
  - 12.1 Subject to 11.1 and 12.2-12.5, either party may cancel this agreement at any time by giving fourteen (14) days prior written notice.
  - 12.2 We have the right by fourteen (14) days prior written notice to suspend or cancel any part of any agreement for the provision of products and services if you default by:
    - failing to pay or indicating you will not pay any sum owing by the due date;
    - any of your creditors seizing or indicating they will seize any of the products;
    - products in your possession becoming materially damaged while an amount is unpaid;
    - being bankrupted, insolvent, under statutory management or put into liquidation;
    - a receiver being appointed over or a landlord possessing any of your assets;
    - a court judgment entered against you remaining unsatisfied for seven (7) days;
    - breaching the terms of this agreement; and
    - an adverse material change in your financial position.
  - 12.3 If you default we may exercise a lien against any products in our possession.
  - 12.4 You agree that if you default and the default is not remedied within fourteen (14) days of occurrence, we may enter any premises occupied by you to inspect or retrieve any products and may re-sell any products and credit the net sale proceeds to your account for the invoice value less adjustment for the condition of the products.
  - 12.5 Cancellation under 12.1 or cancellation or suspension under 12.2 will not affect either party's claim for any amount due at the time of cancellation or suspension, damages for any breach of obligations under this agreement and any other legal rights either party may have. Upon cancellation of this agreement any amount owed by you for products and services provided up to and including the date of cancellation will become due and current orders will terminate.
13. **Does a personal guarantee apply?**
  - 13.1 If you are a director of a company or the trustee of a trust:
    - in exchange for us agreeing to supply products and services and grant credit to the company or the trust, you also sign this agreement in your personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment and/or default; and
    - any personal liability of you as director or trustee will not exclude the company or trust from the liabilities and obligations contained in this agreement.
14. **What else is agreed?**
  - 14.1 A failure by either party to enforce any of the terms of this agreement will not be deemed to be a waiver of any of the rights or obligations under this agreement.
  - 14.2 Neither party may assign or transfer their rights or obligations under this agreement to any other without our prior written consent.
  - 14.3 If any of these terms are determined to be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining terms will be unaffected.
  - 14.4 This agreement supersedes all prior agreements, representations and warranties. Any instructions we receive from you will be subject to this agreement.
  - 14.5 If a dispute arises between the parties either party must notify the other within seven (7) days of delivery, if the dispute relates to delivery then within three (3) days of delivery. Any product must not be destroyed or removed from the delivery address until we have inspected the product, required it be returned to us or waived such right.
  - 14.6 Documentation related to this agreement may be served on you by email.
  - 14.7 We will notify you of any changes to these terms and post the same on our website. Continued provision of products and services to you will be subject to your signed acceptance of the changes. All other variations must be mutually agreed in writing.

Initials .....