

Customer Credit Application Form

Business Name:.....

Contact Person:..... Accounts Person.....

E-mail E-mail

Postal Address:.....

Delivery Address:.....

Phone: Fax:.....

Email Address: Web Address:.....

Bank: Branch:.....

Accountants Name: Address:.....

Solicitors Name: Address:.....

Directors/Partners:

Full Names: Residential Address: Home Phone:

1.....

2.....

3.....

Trade References:

Business Name: Address: Phone:

1.....

2.....

3.....

I hereby acknowledge that this credit account is provided on the understanding that payment for good and services supplied by **Logotech (Bute Homes Ltd)** will be made strictly by the **20th of the Month following Purchase** and that any fee/expense incurred in effecting collection of an account in default of this condition will be added to the amount owing. Interest will be charged at 5% per month on all overdue accounts. All goods supplied by **Logotech (Bute Homes Ltd)** remain the property of **Logotech (Bute Homes Ltd)** until payment in full has been received in respect to the said goods.

Name (print): Title:.....

Signature Date:.....

General Conditions of Sale

1. On very rare occasions we may supply 5% below or above the quantity ordered. The actual quantity delivered will be invoiced.
2. Payment is due in full on the 20th of the month following delivery. Should Logotech not receive payment all costs of the collection process will be payable by the customer. We reserve the right to charge interest at 5% per month on overdue accounts from the due date of payment. In the event of court proceedings being issued for non-payment, all costs including our legal fees, will be payable by the customer. We reserve the right to issue legal proceedings in any court.
3. All cash transactions require a 20% deposit before commencement of the order and full payment before delivery of the goods. Where an order is less than \$150, payment in full is required when taking the order. Where a client requires a design to be put into embroidery format, there is a \$50 deposit.
4. Whilst we make every effort to deliver by the deadline, we can accept no liability for any loss sustained through late delivery from any cause whatsoever including negligence.
5. Any order may not be cancelled except upon terms that will compensate Logotech for all costs incurred (including any product specifically purchased for the order) and will otherwise protect against loss including loss of profit.
6. All Logotech products are guaranteed against manufacturing defects and complaints must be made in writing on our complaint form within 10 days of the invoice date. Claims for defective goods will be settled by replacement and credits or refunds will only be issued at our discretion.
7. All goods are printed and embroidered using industry accepted printing processes. However, we shall not be held liable for wear and tear. We will match PMS colours as accurately as our inks and threads will allow. Half tones and detailed graphics may reproduce less than perfectly on some products and we will take no responsibility for such imperfections other than where we have made recommendations to the customer. Logotech shall not be held liable for errors where a proof has been submitted to and approved by the customer. We shall not be liable for any indirect or consequential loss or damage to the customer or for any loss to the customer arising from third party claims occasioned by errors in carrying out the work.
8. Ownership of goods hereby sold shall remain with Logotech until payment is received in full. Logotech shall be entitled to recover from the customer the value of the goods (as invoiced) as a liquidated sum.
9. We will accept no liability whatsoever for errors or omissions on proofs signed off as correct. All costs for remedial action will be invoiced to the customer's account.
10. The customer acknowledges and agrees that personal information, which for the purposes of this clause has the same meaning as given to that term under the Privacy Act 1993, is collected by and will be held by us. Such personal information (whether contained in the Trade Credit Application or otherwise obtained) is provided and may be held, used and disclosed for the following purposes:

- (a) administering, whether directly or indirectly, our contacts and enforcing our rights thereunder;
- (b) marketing goods and services provided by us;
- (c) ascertaining at any time the customer's creditworthiness and obtaining at any time credit reports, character references or credit statements; and
- (d) enabling us to notify any credit agency of any application for credit or default on any obligation of the customer to us and enabling us to provide that personal information to any credit agency so that credit agency can maintain effective accounting records.

The customer has the right under the Privacy Act 1993 to obtain access to and request correction of any personal information concerning the customer. The customer authorizes us to obtain at any time from any person or entity, any information we may require to process and/or accept any application for credit the customer may make to us or to perform or complete any other purposes for which the customer has provided personal information to us. The customer authorizes any such person to release to us any personal information that person holds concerning the customer. If the customer fails to provide information requested by us in respect of any application for credit the customer may make, we may be unable to process such application.

11. The customer hereby grants in accordance with the Personal Property Securities Act 1999 ("the PPSA"), a security interest in respect of the goods purchased, all after acquired property supplied by us to the customer, all future advances and all proceeds of any nature and kind (including accounts receivable) ("the Collateral") to secure the payment by the customer to us of all amounts the customer may owe us from time to time and at any time. The customer shall provide us with the information in the Trade Credit Application and, where necessary, evidence of the accuracy of the information and shall immediately at our request provided all information and/or sign and return to us any document required to enable us to register a financing statement or a financing change statement in respect of the security interest granted by the customer pursuant to this clause or any other security interest which the customer shall grant pursuant to our request. The customer shall pay to us all costs, expenses, and other charges incurred, expended or payable by us in relation to the filing of a financing statement or a financing change statement in connection with these Conditions of Sale.

The customer:

- (a) agrees that if, at any relevant time we do not at that time have priority over all other secured parties in relation to the Collateral, then the customer and we will, for the purposes of sections 109(1), 111(1) and 120(1) of the PPSA, be deemed, in accordance with the entitlement to do so under section 107(2) of the PPSA, to have contracted out of that section but specifically on the basis that, as between them and for purposes of these Conditions of Sale and the operation and application of the PPSA, sections 109(1) and 120(1) but amended only by the deletion of the words "with priority over all other secured parties") is reinstated and contracted back into;
 - (b) agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to these Conditions of Sale, or the security under these Conditions of Sale;
 - (c) waives the customer's right to do any of the following:
 - (i) receive a statement of account under section 116 of the PPSA;
 - (ii) receive notification of the proposal to retain Collateral under section 120(2) of the PPSA;
 - (iii) object to our proposal to retain any Collateral under section 121 of the PPSA;
 - (iv) not have goods damaged when we remove accession under section 125 of the PPSA;
 - (v) receive notice of the removal of an accession under section 129 of the PPSA;
 - (vi) apply to the Court for any order concerning the removal of an accession under section 131 of the PPSA; and
 - (vii) receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by these Conditions of Sale.
 - (d) If the goods (or part thereof) or any after acquired property supplied by us to the customer to a third party prior to payment having been received by us for the same the customer shall hold all proceeds of the sale in trust for us in a separate bank account until payment in full without set-off or deduction, for the goods (or part thereof) or after acquired property supplied by us to the customer has been received by us.
12. The above exclusions and limitations shall not apply to a customer as defined in the Consumer Guarantees Act 1993. The customer agrees and acknowledges that either the customer does not fall within the definition of "consumer" within the Consumer Guarantees Act 1993, or all supplies of goods and services by us to the customer will be acquired for the customer's business purposes and accordingly the provisions of the Consumer Guarantees Act 1993 will not apply.