



Sound & Lighting Ltd

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NEW ZEALAND

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APPLICATION TO OPEN TRADE ACCOUNT

DATE OF APPLICATION: _____

APPLICANTS NAME: _____

TRADING NAME: _____

TYPE OF BUSINESS:

☐ Sole Trader

☐ Partnership

☐ Limited Liability Company

BUSINESS ADDRESS:

POSTAL ADDRESS:

NATURE OF BUSINESS:

BUSINESS PHONE NUMBER(S) :

EMAIL ADDRESSES FOR ACCOUNTS :

LENGTH OF TIME BUSINESS HAS BEEN TRADING: _____(Years) _____(Months)

TYPE OF ACCOUNT REQUIRED: CREDIT / CASH (Delete one)

REQUESTED CREDIT LIMIT : \$ _____(month) (Only applicable to Credit Accounts)

ESTIMATED MONTHLY PURCHASES: \$ _____

(A) IF LIMITED LIABILITY COMPANY (Complete only if applying for a Credit Account)

COMPANY NAME: _____

REGISTERED OFFICE: _____

YEAR OF REGISTRATION: _____

No. OF SHAREHOLDERS: _____ No OF DIRECTORS: _____

DIRECTORS: _____

SOLICITOR: _____

ACCOUNTANT: _____

(B) IF PARTNERSHIP, SOLE TRADER OR PRIVATE INDIVIDUAL (Complete only if applying for a
Credit Account)

PROPRIETOR/S NAME/S: _____

PHYSICAL ADDRESS: (Not a PO Box) _____

PHONE NUMBER/S: _____

SOLICITOR: _____ ACCOUNTANT: _____

(C) TRADE REFERENCES (ONLY TO BE COMPLETED IF APPLYING FOR A CREDIT ACCOUNT)

NAME: _____ PHONE NO: _____

NAME: _____ PHONE NO: _____

NAME: _____ PHONE NO: _____

Please Supply 3 (Please supply **Trade References**, not Credit Card or Financial Institutions)

I/WE AUTHORISE ANY PERSON OR COMPANY TO PROVIDE **MDR SOUND & LIGHTING LTD** WITH ANY AND ALL INFORMATION REQUIRED TO CARRY OUT CREDIT ENQUIRIES FOR THE PURPOSE OF PROCESSING THIS CREDIT ACCOUNT APPLICATION.

I/WE ACKNOWLEDGE THAT BY SIGNING THIS CREDIT APPLICATION I/WE ACCEPT ANY AND ALL TERMS OF TRADE AS DETAILED IN THE ACCOMPANYING DOCUMENTS.

I/WE ADVISE THAT ALL INFORMATION SUPPLIED IN THIS CREDIT APPLICATION IS ACCURATE AND UNDERSTAND THAT IF ANY OF THE INFORMATION CONTAINED IN THIS APPLICATION IS SUBSEQUENTLY FOUND TO BE FALSE OR INACCURATE, **MDR SOUND & LIGHTING LTD** MAY WITHOUT NOTICE CANCEL ANY AND ALL CREDIT ACCOUNTS.

SIGNED: _____

POSITION: _____ DATE: _____

THIS APPLICATION WILL NOT BE PROCESSED UNLESS SIGNED BY ALL DIRECTORS, PARTNERS OR OWNERS OF THE COMPANY/BUSINESS, OR PERSON/S AUTHORISED AS AN AGENT OR AGENTS OF ANY OF THESE PEOPLE, OR IF IT IS NOT COMPLETED IN FULL.

CREDIT FACILITIES MAY BE DECLINED IF ANY OF THE ACCOMPANYING TERMS ARE DELETED, OR IF THIS APPLICATION FAILS TO MEET THE CRITERIA REQUIRED TO OPEN AND OPERATE EITHER A CASH OR CREDIT ACCOUNT.

TERMS OF TRADE (DEALER)

1. Risk in the goods and/or services supplied by **MDR SOUND & LIGHTING LTD** (hereafter known as the supplier) shall pass when the goods are delivered to the dealer (hereafter known as the customer or the buyer) or the customer's agent.
2. **THE OWNERSHIP OF THE GOODS DELIVERED TO THE CUSTOMER OR THE CUSTOMERS AGENT SHALL NOT BE TRANSFERRED TO THE CUSTOMER BUT SHALL REMAIN WITH THE SUPPLIER**, until such time that the goods have been paid for in full and received by the suppliers bankers, (and any cheques used for payment of the goods have been cleared) in accordance with the terms and conditions of this contract.
3. If such payment is overdue in whole or in part the supplier may; without prejudice to any of it's other rights under this contract or by law, recover or resell the goods and may enter the customers premises or that of it's servants or agents for the purpose of recovering the aforementioned goods and shall not be liable for any damage, injury or loss caused as a result of the recovery or resale of the goods.
4. In the case that the customer is operating within the provisions of a credit account. Payment for goods and services supplied by the supplier shall be made (received by the supplier's bankers) no later than the 20th day of the month following the date of supply of the goods. M.D.R SOUND & LIGHTING LTD shall be entitled to cancel all or any part of any contract or contracts with the customer, in addition to it's other remedies (including the right to recover all sums owing to it for deliveries already made), in the following circumstances;
 - If the customer becomes insolvent
 - If a receiver is appointed in respect to the assets of the customer
 - If the customer no longer carries on business or threatens to cease carrying on business.
 - If an arrangement with the customers creditors is made or likely to be made.
 - If the ownership or effective control of the customer is transferred or the nature of the customers business is materially altered in any way.
 - If the purchaser makes default in taking delivery of goods at any time.
 - If the purchaser makes default in payment at any time.

Upon cancellation of the contract, **MDR SOUND & LIGHTING LTD** shall be entitled to dispose of the goods contracted for the customer, and the customer shall indemnify **MDR SOUND & LIGHTING LTD** for any loss in price incurred on realisation against the price at which the goods were contracted to be bought by the customer. The supplier reserves the right to charge interest to the customer at the rate of 10% per month or part thereof for any balance outstanding and to withhold supply of any further goods or services until such time as payment is received in full. The customer agrees to pay the supplier the full amount of any costs of fees incurred by the supplier including but not limited to solicitor/client costs on a solicitor/client basis and any or all Collection Agency charges incurred as a result of attempts to recover amounts due by the customer to the supplier.

PAYMENT GUARANTEE (PERSONAL GUARANTEE)

(ONLY APPLIES TO CREDIT ACCOUNTS)

I/We the undersigned, in consideration of you (the supplier) agreeing to supply the customer stated below with goods and services, hereby guarantee to **MDR SOUND & LIGHTING LTD** payment of all monies for goods and services which have been supplied at the request of the customer.

I/We and each of the persons, who execute this guarantee, shall be jointly and severally liable to **MDR SOUND & LIGHTING LTD** in the manner and to the extent provided in this guarantee and the supplier's terms and conditions of trade.

I/We named hereunder as guarantors jointly and severally guarantee to **MDR SOUND & LIGHTING LTD** full and punctual payment of all sums payable by the customer, and such a guarantee shall be enforceable without first taking any steps or proceedings against the customer or any one or more of the guarantors, and without prejudice to any of the suppliers other rights of recovery of goods and monies owed by the customer.

I/We understand that the completion of this guarantee does not constitute an automatic acceptance and provision of a credit account by the supplier and in respect of the customer.

GUARANTEE BETWEEN: _____ (the customer) and **MDR SOUND & LIGHTING LTD**

Guarantors Name _____ Phone _____

Address _____

Signature _____ Date _____

Guarantors Name _____ Phone _____

Address _____

Signature _____ Date _____

GOODS RETURN POLICY

(TO BE SIGNED AND RETURNED IN ALL CASES)

WARRANTIES : MDR SOUND & LIGHTING LTD makes no warranty whatsoever (either express or implied) that the goods sold shall be suitable for the buyers purpose, (this includes the ability of the buyer to re-sell the goods), and the buyer agrees that it is their own responsibility to ensure that the goods being purchased are fit for the purpose that are require for. The buyer further accepts that they shall use and/or instruct others to comply with all of the safety and use conditions associated with the aforementioned goods at all times.

AUTHORISATION

Authorisation for the return of any goods is solely at the discretion of **MDR SOUND & LIGHTING LTD**. No goods shall be accepted for return unless prior approval and consent has been obtained.

If authorised, goods may only be returned within 7 days of the purchase date.

If approved, returned goods must be returned **Freight Pre-Paid, and in perfect resaleable condition (This includes all Packaging)**

Goods will not be accepted for return, if the goods are being returned as a result of the buyer's inability to resell the goods, or if the reason for return is a result of an incomplete or cancelled sale between the buyer and their customer/s, or any other third party.

A minimum restocking fee of **20%** of the price paid for the goods may be charged, solely at the discretion of **MDR SOUND & LIGHTING LTD**, this will be deducted from any credits issued.

PACKAGING

ALL goods returned must be returned in their original packaging and the packaging and goods must be in original condition in order for the goods to be accepted for return.

Goods returned in cartons that are improperly packed or unsuitable for resale will attract a re packaging fee, this will be in addition to any minimum-restocking fee charged. This fee shall be deducted from any credit due.

MDR SOUND & LIGHTING LTD reserves the absolute right to decline the acceptance of damaged goods, or goods returned with damaged or unsuitable packaging.

FURTHER RIGHT TO DECLINE ON INDENT ITEMS

MDR SOUND & LIGHTING LTD reserves the absolute right to decline acceptance of any goods being returned if the goods were expressly purchased in for the purpose of supplying to the buyer, (i.e. an indent item).

PLEASE SIGN AT THE BOTTOM OF ALL PAGES IN ADDITION TO SIGNING RELEVANT FIELDS AND COMPLETING ALL RELEVANT AREAS