

Credit Account Application Form (Page 1 of 3)



The Applicant named below hereby applies for a credit account with GEON Limited on GEON Limited's standard terms and conditions.

Applicant's Full Name

Trading Name (if different)

Status of Entity Company Company Number Partnership Sole Trader

Street Address

Delivery Address

Postal Address

Telephone () Facsimile () Mobile ()

Email Address (for electronic delivery of proofs or quotes)

If Company - Name and Address of Directors 1. Full Name 1. Address

2. Full Name 2. Address

Nature of Business Date of Commencement

Bank and Branch

Accountants Telephone ()

Paid Up Capital Accounts Payable Contact

Annual Turnover \$ Credit Limit Applied for \$

Trade References

(not your bank, credit card or utility company) 1. Telephone ()

2. Telephone ()

3. Telephone ()

Declaration

Please note that if the applicant is a company, this application must be signed by the directors of the company.

I/We warrant the truth and accuracy of the above information.

I/We agree to pay all the accounts on the 20th of the month following purchase, or as agreed.

I/We will notify you immediately of any change of address.

I/We accept that interest may be charged on overdue accounts.

I/We agree to the terms of trade of GEON Limited as outlined on page 3 of this application.

Signature(s)

Name(s)

Date

PERSONAL GUARANTEE BY DIRECTORS

In consideration of the work to be carried out by you, and in consideration of you advancing credit to the applicant, I/we personally guarantee (if the applicant is a company) the due payment for that work.

Signature(s)

Name(s)

Date

Office Use Only 1. 2. 3.

Privacy Act – Disclosure and Consent

I/We:

- Authorise GEON Limited to collect any information it reasonably regards as necessary for its credit enquiry and control purposes, from any reputable credit agency(s) [or debt collection agency(s)] and/or from any other person(s) or corporate body(s) as it considers appropriate, and
- Authorise any reputable credit agency(s) [or debt collection agency(s)] and/or any other person(s) or corporate body(s) to provide GEON Limited with any information which may reasonably be regarded as necessary for GEON Limited's credit enquiry and/or control purposes, and
- Authorise GEON Limited to provide, to any reputable credit agency(s) [or debt collection agency(s)] and/or any other person(s) or corporate body(s) in response to any credit enquiries by them, details of this credit application and of any dealings following on from it.
- I/We also acknowledge that I/we do not have to provide GEON Limited with any information, but that if I/we do not, it may affect their decision whether or not to give or continue giving me/us supply on credit terms. I/We have certain rights under the Privacy Act, 1993 to access and correct any information GEON Limited holds about me/us.

Signature (Director if company)

Name

Date

“Thank you for choosing to place your print with us”

Could you please take a minute to answer the following...

How were you made aware of us?

- Print Advert
 Brochure
 Website
 Yellow Pages
 Signage
 Radio
 TV Commercial
 Referral*
 Email
 Sales Rep
 Other (please specify)

*If you were referred to us – by whom (so we can thank them personally)

Name

Telephone ()

Thank you for taking the time.

Terms of Trade of GEON Limited

1. Quotations

All quotations are based on printed, typewritten, electronic or other good copy acceptable to GEON (the supplier). Where the customer is supplying any other item, they must be of an acceptable quality and quantity as determined by the supplier. The quotation is an interpretation of the customer's instructions, both written and verbal. Customers are therefore advised to carefully check quotations before accepting them. For the purpose of these Terms of Trade "quotations" includes " estimates".

We reserve the right to confirm pricing upon receipt of finished artwork.

2. Acceptance

The quotation will lapse if not accepted within 30 days from date of quote.

3. GST

All quotations are exclusive of GST.

4. Variations/Alterations

All quotations are based on the conditions and specifications in the quotation, (ink, paper, quantity, delivery etc.) and covers all work and materials required to complete the order. Any variation or alteration to the specifications, copy and/or layout supplied by the customer, increase in material costs, or delivery schedule will make the quotation subject to amendment.

5. Experimental and/or Creative Work

Experimental work, preliminary sketches, dummies and other creative work will be charged by the supplier.

6. Colour Proofs

There is no guarantee that production prints will exactly match colour proofs because of variations in proof preparation methods and substrates. The supplier will however use its best endeavours to provide a commercially acceptable finished product.

7. Proof Approval

The supplier is not liable for errors in the finished work where a proof has been submitted to and approved by the customer.

8. Holding of Plant for

Customer's Instructions

Customers will be charged for any plant held waiting for customer's instructions.

9. Customer's Property

The supplier will take reasonable skill and care of the customer's property and return it to the customer in good condition. If the supplier agrees to the storage of the customer's property, unless it is agreed in writing the supplier will not be responsible for insurance cover. Unless otherwise agreed in

writing, the supplier may dispose of any materials held twelve months following the date of the invoice.

10. Intermediate Material

Ownership of intermediate materials will pass when it has been paid for. Charges for intermediate material will be determined at the time of quoting.

11. Electronic Images and/or Files

It is the customer's responsibility to retain a copy of any image or file supplied. The supplier is not responsible for accidental damage to any material supplied. Any additional translating, editing or programming needed to utilise customer supplied files or images will be charged.

12. Quantity

Over runs and under runs will not exceed 10 percent of the quantity ordered. The supplier will charge the actual quantity delivered within this tolerance.

13. Risk and Delivery

The goods shall remain at the risk of the supplier until the point of delivery. Unless otherwise agreed the point of delivery shall be at the point at which the customer takes physical possession of the goods.

14. Termination of Contract

Where a contract is cancelled by the customer, all work properly done by the supplier will be paid for by the customer. Contracts for the printing of periodicals can only be cancelled on the supplier receiving the agreed amount of notice in writing.

15. Claims

Complaints regarding finished goods must be received by the supplier within a reasonable time. What is a "reasonable time" will depend on the circumstances of each case.

16. Illegal or Libellous Material

The supplier is not required to reproduce any material that is, in the supplier's opinion, illegal or libellous in nature or that is in breach of any statute.

The supplier will be indemnified by the customer in respect of any and all claims, costs, and/or expenses arising out of any libel or breach of statute or infringement of copyright, patent or design.

17. Supplier's Liability

Where the customer is a company or a person in trade the Consumers Guarantee Act 1994 will not apply.

The supplier will not be liable for any indirect or consequential loss to the customer arising from third party claims occasioned by errors in the work or by delay in delivery.

No warranty is given or responsibility accepted by the supplier to ensure that goods produced comply with the requirements of any legislation relating to the marking and/or labelling, and/or packaging of goods. Compliance with any such legislation is the customer's responsibility.

No guarantee is given that the goods supplied to the customer are fit for any purpose not made known to the supplier.

The supplier shall not be responsible for any delay, default, loss or damage due to any industrial disputes, accidents, acts of God, equipment failure or mischievous damage or other cause beyond the supplier's control.

18. Payment

Payment is due in full on or before the 20th of the month following delivery.

19. Interest

Interest will be charged at a rate equal to the standard commercial overdraft rate applied by GEON Limited's bankers plus 2% on all amounts outstanding from the customer to GEON Limited after the due date for payment for such amount or amounts.

20. Cost of debt recovery

The customer and guarantors agree to reimburse GEON Limited for all costs reasonably incurred by GEON Limited in recovering payments due from the customer and/or guarantors including but limited to legal costs assessed on a solicitor and client basis.

21. General Lien

The supplier has in respect of all unpaid debts, a general lien on all the goods in the supplier's possession. If after 14 days written notice a debt remains unpaid the supplier is entitled to dispose of the goods as the supplier sees fit and apply such proceeds towards the debt.

22. Dispute Resolution

In the first instance any dispute between the parties must be discussed between them to attempt to settle the dispute. Where the parties cannot reach a settlement between themselves, the supplier as a member of Printing Industries New Zealand allows the parties access to the services of Printing Industries New Zealand to resolve any differences between the parties by mediation. If no agreement can be reached through mediation the parties may agree to arbitration by Printing Industries New Zealand by signing a separate agreement. This clause does not remove the customer's right to refer any dispute to any other body or organisation, or impose any requirement that the customer attend any mediation or arbitration.