



### Reseller Credit Application

(to be accompanied by signed terms and conditions of sale)  
**PLEASE ATTACH YOUR BUSINESS CARD TO THESE FORMS**

Trading Name \_\_\_\_\_

Company Name (if different) \_\_\_\_\_

Partners Names  
or Sole Traders Name \_\_\_\_\_

Business Street Address \_\_\_\_\_  
\_\_\_\_\_

Business Postal Address \_\_\_\_\_  
\_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_ Email Address \_\_\_\_\_

Sales Contact #1 \_\_\_\_\_ Email Address \_\_\_\_\_

Sales Contact #2 \_\_\_\_\_ Email Address \_\_\_\_\_

Sales Contact #3 \_\_\_\_\_ Email Address \_\_\_\_\_

Accounts Contact \_\_\_\_\_ Email Address \_\_\_\_\_

**Business conducted as :**

Private Company  Public Company  Partnership  Sole Trader

**Business Type :**

Reseller  Web Based Reseller

**Paid up Capital \$** \_\_\_\_\_  
**limit required \$** \_\_\_\_\_

**Year Incorporated** \_\_\_\_\_

**Estimated Credit**

**Trade References**

Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Names and Home Address of Directors or Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Terms and Conditions of Sale

## General

This agreement is between DSL Components Limited (hereinafter called "the Company") and the applicant named in this Resellership Application (hereinafter called "the Reseller").

Any order accepted by the Company shall be deemed to incorporate these terms and conditions. No variation or modification of or substitution for these terms and conditions (even if included or referred to in the document placing the order) shall be binding on the Company, unless specifically accepted by the Company in writing.

## Delivery

- (a) Delivery will be made to the location specified on the order form and the Reseller shall be liable for all freight costs.
- (b) No claim for damage in transit or shortage in delivery will be entertained in cases where the Company has agreed to deliver the goods to the Reseller unless a separate notice in writing is given to the carrier concerned and the Company immediately the goods are received followed by detailed and complete claim in writing within seven (7) days of delivery. In the event of loss or destruction of the goods in transit, advice of non-delivery must be submitted in writing to the carrier and to the Company within fourteen (14) days of the date of consignment as advised by the Company to the Reseller.
- (c) Any period or dates quoted for delivery are to be regarded as approximate only and the Company accepts no liability for any loss, injury damage or expenses consequent upon any delay in delivery of goods. Notwithstanding that the title to the goods may not have passed, the risk in the goods shall pass to the Reseller upon delivery.
- (d) When the Company is required to procure overseas goods to fulfil an order, the order is subject to confirmation by the Company and it is also subject to an import licence being available when required.

## Force Majeure

Should the Company be delayed in or prevented from making delivery owing to any cause whatsoever beyond the Company's control, such as Act of God, war, strike, riots, government intervention, industrial stoppage or natural disaster or otherwise, the Company shall be at liberty to cancel or suspend the order without incurring any liability for any loss or damage resulting there from.

## Insurance

Insurance will not be effected by the Company on goods forwarded from the Company's premises unless the Company receives written instructions from the Reseller to insure.

## Payment

- (a) Terms of payment are cash on delivery, or with an approved account facility – **20th of the month following the date of Invoice**. Title to the goods shall pass only on payment in full to the Company.
- (b) In addition to any right or lien to which the Company may be by law entitled, the Company shall (in the event of the Resellers insolvency or going into receivership) be entitled to a general lien on all goods of the Company in the Reseller's possession (although such goods or some of them may not have been paid for) for the unpaid price of any goods sold and delivered to the Reseller by the Company under the same or any other contract.
- (c) Without prejudice to any other rights of action the Company may have, unless payment is made to the Company on the due date for payment, the Resellers account will be automatically suspended until it is brought within the trading terms (unless otherwise arranged and confirmed in writing by the company). The Company, at its discretion, may charge interest on overdue charges. The Reseller agrees to pay such interest to the Company on all overdue charges at the rate of one and one half percent (1.5%) per month payable monthly (or such lessor rate as the Company may specify in writing) from the due date for payment until actual payment thereof.
- (d) The Reseller agrees to pay to the Company all debt collection, legal or Court costs incurred by the company in recovering any overdue charges.
- (e) The Reseller acknowledges that the Company continues to supply the Reseller on condition that all payments received by the Company from the Reseller are valid and made in the ordinary course of the Resellers business. The Reseller further acknowledges the the Company receives all payments in the ordinary course of the Resellers business in good faith and in the reasonable belief as to the validity of those payments unless and until the Reseller gives notice in writing to the Company:
  - (i) of the Resellers then inability to pay it's due debts; and
  - (ii) that the Resellers intention or purpose in making any such payment is to enable the Company to receive more towards satisfaction of its debt than it would otherwise have received or have been likely to have received in any liquidation of the Reseller, and until receipt of such notice the Company shall be entitled to assume that all payments received from the Reseller are made in the ordinary course of the Resellers business.

## Assignment

An order and any payment to be made in relation to it shall not be assigned or transferred without prior written approval to the Company.

## Ownership

- (a) The risk in any goods supplied by the Company to a Reseller shall pass to the Reseller when such goods are delivered to the Reseller or into custody on the Resellers behalf but ownership in such goods is retained by the Company until the Reseller has discharged all outstanding indebtedness to the Company whatsoever.
- (b) Until payment in full of such indebtedness has been made, the Reseller acknowledges and agrees as follows:
  - (i) The Company is permitted to enter into the Resellers premises to inspect and or repossess the goods in the event of default of payment.

- (ii) If the Reseller sells the goods to a third party then the Reseller is accountable to the Company for the proceeds derived from the sale to the value of the invoices covering the said goods supplied by the Company, and the Reseller holds such proceeds on trust for the Company.
  - (iii) If the Reseller manufactures, intermingles or deals with the goods in such a manner that they become an integral part of any other object then the Reseller shall be deemed to do so as agent of the Company and ownership of the goods will remain with the Company as principal.
  - (iv) The Reseller will if directed by the Company store the goods supplied in such a way that it is clear that they are the property of the Company.
- (c) Notwithstanding the above, the parties acknowledge that from the date the Personal Property Securities Act 1999 comes into force (pursuant to section 1 of the Act) the Reseller grants the Company a security interest over all of the Goods delivered to the Reseller after that date, and their proceeds.
- (i) The Reseller waives the right to receive a verification statement for purposes under s.148 of the Act confirming registration of any security interest created by this agreement.
  - (ii) Nothing in sections 114 (1)(a), 133 and 134 of the PPSA shall apply to this agreement. The Reseller waives its rights pursuant to sections 121,125,129,131 and 132 of the PPSA.

**Interpretation**

Any contract which these conditions apply shall be governed by and construed in accordance with New Zealand law.

I have read and understood these Terms and Conditions of Sale and certify that I am authorised to sign this agreement on behalf of the Reseller named in the DSL Components Ltd Reseller Application and that the Reseller agrees to be bound by the Terms and Conditions of Sale. I authorise the Company to obtain from the following Trade References any information required to process this application.

Signed on behalf of the Reseller

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_  
 (Circle One) {Private Company}{Partnership}{Sole Trader}{Public Company}  
 Position: { Director } { Partner } { Proprietor } {Authorised Officer}

**Witnessed by :**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Occupation \_\_\_\_\_

**Accounts Guarantee**  
 (To be completed where credit is required by a Private Company)

GUARANTEE for goods and services supplied to \_\_\_\_\_(the Company)  
 by DSL COMPONENTS LIMITED (the Supplier).

I/WE, the undersigned in consideration of you having agreed to supply the Company named above (hereinbefore and after called "the Company") with goods and services hereby guarantee to DSL Components Limited (hereinafter called "the Supplier") payment of all monies for all goods and services supplied at the request of the Company from time to time.

Where credit is given to re-sale organisations, branch offices or other entities associated with the Company at the companies request or there is a change in the proprietors or the trading name or the composition of the partnership controlling the company then unless notification in writing is given to the Supplier, this guarantee will and shall continue to apply to any such giving of credit by the Supplier.

I/WE and each of the persons who execute this Guarantee, shall be jointly and severally liable to the Supplier in the manner and to the extent provided in this guarantee.

Our liability shall not be affected by any change in the membership of the Company or any change in the Directors of the Company or the liquidation of the Company or the assent by the Supplier to any composition, arrangement or scheme in respect of the Company or the acceptance by you of any dividend or sum of money thereunder.

Guarantors Name \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Guarantors Name \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**WITNESSED BY:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_