

**Wellforces Limited Credit Account Application**

Please Fax it back to 09 479 9163, or send it to  
Wellforces Ltd. P.O. Box 305489, Triton Plaza, Albany, Auckland.  
Please allow 1 to 2 working days for us to process your application

**BUSINESS CONTACT INFORMATION**

Registered name:

Trading name:

Postal address:

Delivery address:

Phone:

Fax:

E-mail:

Date business commenced:

Registered company

Incorporated society

Unincorporated society

Sole trader

Partnership

Other (Specify).....

**BUSINESS AND CREDIT INFORMATION**

Director/manager name:

Director/manager e-mail:

Director/manager mobile:

Account payable name:

Account payable e-mail:

Account payable phone:

Address of registered office:

Bank & branch:

Account number:

**BUSINESS/TRADE REFERENCES**

Company name:

Address:

Phone:

Fax:

Type of account:

Company name:

Address:

Phone:

Fax:

Type of account:

Company name:

Address:

Phone:

Fax:

Type of account:

**SIGNATURES**

I declare that the information above is true and correct. I warrant that the company is solvent and able to pay its debts as they fall due. I have read Wellforces Limited's Terms and Conditions of Sale, and agree to be bound by them.

Name: ..... Signature: ..... Position: .....

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Data: .....

# TERMS AND CONDITIONS OF SALE

## 1. Payment

Unless WELLFORCES Limited has agreed to extend credit to buyers, the buyers must pay in cash, direct debit or by cheque for the goods and services intended to be supplied before they are delivered or supplied.

All Invoices must be paid by the 20th of the following month, after invoice date.

WELLFORCES Limited has sole discretion to determine the amount of credit extended to the buyers at any time.

WELLFORCES Limited reserves the right at all times and without notice by our discretion to:

- (1) refuse to grant credit;
- (2) terminate credit;
- (3) charge interest at the rate of 2% per month on the unpaid overdue balance.

## 2. Prices

Prices may be altered by WELLFORCES Limited without prior notice.

All prices enclosed in the product price lists do not include freight or GST.

## 3. Title

Notwithstanding any period of credit, WELLFORCES Limited retains legal and beneficial ownership of all goods delivered to or collected by the buyers until the payment of purchase price and all relevant delivery and insurance costs for those goods is made in full.

Payment by cheque or other indirect means are not considered payment until cash is cleared.

## 4. Warranties

All goods purchased from WELLFORCES Limited are subject to the manufacturers' warranties only. WELLFORCES Limited will pass on the benefit of those warranties to buyers, without being directly liable to them under any warranty.

A warranty service will be given to buyers who have purchased the goods directly from WELLFORCES Limited and have cleared accounts in accordance to their credit terms. WELLFORCES Limited reserves the right to withhold warranty service whilst the buyer's credit account is in arrears.

Where goods are subject to a return to base warranty, the buyer is responsible for returning them to WELLFORCES Limited or the manufacturer (as provided by the warranty) and he may be responsible for additional costs including freight.

Any warranty may be voided by physical or electrical damage, problems caused by misuse, negligent installation or operation, inadequate packaging, unauthorized repairs or modifications.

## 5. Returned Goods

In the event that the buyer believes that WELLFORCES Limited's goods were delivered incorrectly or with defects or damage, the buyer must notify details in writing, quoting the WELLFORCES Limited invoice number within three days of receipt of goods. Should the buyer fail to notify WELLFORCES Limited of any incorrect delivery within three days of receipt of goods, it is agreed and regarded that the goods were delivered and received correctly and in good order.

Initials \_\_\_\_\_

Goods for return will only be accepted if WELLFORCES Limited has consented in writing. Any goods returned without WELLFORCES Limited's consent will be sent back to the buyer at the buyer's expense.

Goods returned to credit must be accompanied by a copy of the invoice and will only be credited if the goods are returned in their original condition and packaging.

Goods will be credited at their current value.

**6. Delivery**

Buyers are responsible for insurance and risk in the goods during delivery.

Buyers should pay all delivery costs.

Where goods appear to be damaged or missing, the buyer must contact the carrier and WELLFORCES Limited immediately.

**7. Others**

WELLFORCES Limited reserves the right to change these terms of trade from time to time.

Claims arising from invoices must be made within seven working days.

Where the buyer asks WELLFORCES Limited to deliver goods directly to another person, that person takes possession of the goods for you as the buyer's agent, but the buyer is still directly responsible to WELLFORCES Limited under these terms of trade.

By submitting this application, you authorize WELLFORCES Ltd. to make inquiries into the banking and business/trade references that you have supplied.

**PLEASE SIGN AND DATE YOUR ACCEPTANCE:**

Position: .....

Print Name: .....

Signature: .....

Date: .....