



## ACCOUNT APPLICATION FORM

Name of Applicant:			
Trading Name (if not as above):			
Postal Address:		Post Code	
Street Address:		Post Code	
Telephone Number:		Fax Number:	
Email address for accounts :			
Type of Business:	Company	Sole Trader	
	Partnership	Other:	
Date of Registration:		Company Number:	
Name of Directors/Proprietors:		Address:	
Nature of Business:			
How Long Established:			
Time Operated by Applicant:			
Name of Parent/Holding Co:			
Trade References (name, address, telephone number)			
1.			
		Telephone Number:	
2.			
		Telephone Number:	
3.			
		Telephone Number:	
Amount of Credit Applied for (monthly):			
<b>Declaration:</b>			
1. I have read the terms and conditions of sale set out in this document and agree that those terms and conditions will apply to all contracts between Dalton International Ltd trading as pH7 and the buyer.			
2. I (Name & Position) _____ warrant to Dalton International Ltd trading as pH7 that I am authorized to enter into this contract on the buyer's behalf.			
3. I warrant to Dalton International Ltd trading as pH7 that the information given in this application is to the best of my knowledge correct.			
_____		Date / /	
<b>Authorised signatory for and on behalf of the Buyer</b>			



## Account Process

1. All new accounts are opened as a Cash Account for a probationary period of 3 months.
2. During the probationary period, payment will only be accepted by Visa/Mastercard or by Bank Transfer prior to the shipment of goods.
3. A minimum average monthly purchase history of \$500 is required to apply for a Credit Account at the end of the probationary period.
4. Prior to the establishment of a Credit Account, appropriate credit checks will be undertaken and a Credit Account will be opened or declined accordingly.
5. Should the average monthly spend fall below \$500.00 ex GST per month after the establishment of a Credit Account, Dalton International Ltd trading as pH7 reserves the right to decline continuation of the Credit Account or convert the account back to a Cash Account.
6. As Dalton International Ltd trading as pH7 is a wholesaler, the minimum value of single orders placed is \$100.00 ex GST. Orders below \$100.00 ex GST, will incur an administration fee of \$10.00 ex GST.

## Terms & Conditions of Sale

### 1. MINIMUM ORDER VALUE

- 1.1. Orders less than \$100 (excluding GST and Freight) will be subject to a \$10 administration fee.

### 2. DELIVERY

- 2.1. Deliveries F.O.B will be forwarded, at the Seller's sole discretion, by the most appropriate form of transport with the Buyer being responsible for freight and any insurance charges.
- 2.2. The Seller shall only be responsible to see to due delivery at the place specified where it chooses to undertake delivery itself. Outside F.I.S areas, all goods are forwarded at Consignee's risk.
- 2.3. The Seller will not be responsible for any non-delivery or delay in delivery of the goods as a result of events occurring beyond its control. The Seller shall not be in any way responsible for any consequences (direct or indirect) arising from any such delay or non-delivery.
- 2.4. All orders shall be satisfied as soon as reasonably possible by the Seller in the ordinary course of its business. Where a delivery date is specified in the Buyer's order, the Seller will use its best endeavours to affect delivery by the date specified. Delivery times may be affected by stock availability and the Seller will not be responsible for any delays occurring. The Buyer will accept delivery when made even if a later delivery date is specified in the Buyer's order.

### 3. RETURN OF GOODS

- 3.1. Goods supplied by the Seller in error or which are in any way defective will be deemed to be accepted by the Buyer unless the buyer gives the relevant notice in writing of the error or defect, IMMEDIATELY UPON RECEIPT OF GOODS. The Buyer is to request an RGA from the Seller and then promptly return the goods for replacement or credit.
- 3.2. No claim for replacement or credit will be effective:
  - (a) Unless the returned goods are authorized by the Seller using the Seller's RGA process and are accompanied by the relevant RGA form.
  - (b) If the goods returned have been marked damaged or soiled (other than alleged defect).
- 3.3. Goods supplied in error by the Seller and defective goods will be replaced or credited in full on return, at the option of the Buyer, where the provisions of clause 2.1 and 2.2 have been satisfied.
- 3.4. Goods shall be returned to the Seller at the Buyer's expense by the carrier nominated by the Seller unless otherwise agreed.
- 3.5. Goods ordered in error by the buyer and supplied by the Seller shall be returned to the Seller at the Buyer's expense by the carrier nominated by the Seller. These goods will be credited in full on return minus an additional re-stocking fee of 20% based on the sales price.

### 4. OWNERSHIP OF GOODS

- The following are separate and independent conditions, namely that:
- 4.1. Ownership and property in the goods shall, notwithstanding delivery to the Buyer, only pass from the Seller to the Buyer when payment in full ("payment") for the goods has been received by the Seller (whether or not the goods are delivered in instalments and some have been paid for by the Buyer) and until such time the Buyer shall, by separate storage or some other means, ensure that the goods are readily identifiable as the property of the Seller and shall keep the goods as bailee for and on behalf of the Seller.
  - 4.2. Payment shall become due immediately upon the commencement of any act or proceeding in relation to the Buyer's insolvency or bankruptcy.
  - 4.3. If payment is not made within three days of final demand in writing made by the Seller, without prejudice to any other remedies the Seller may have, to enter the premises where the goods are stored and re-take possession of the goods.
  - 4.4. Notwithstanding the above, until the Seller has received full payment for the Goods the Buyer shall be entitled to offer for sale and sell the goods in the ordinary course of businesses principal not agent, at the best obtainable

price and will be legally and beneficially entitled to the proceeds of sale to the extent of any payment due to the Seller and the Buyer must keep the proceeds of any such sale separate from its own money and account to the Seller for such proceeds according to the rules of common law.

- 4.5. Notwithstanding the above, all risk in the goods passes to the buyer who shall at his own expense insure the goods against any damage howsoever caused and shall maintain such insurance until the ownership and property in the goods passes to the Buyer.

### 5. WARRANTIES AND EXCLUSIONS

- 5.1. If, as determined by the Seller alone in its absolute discretion the goods are found to be defective or unsuitable for the purpose for which they were supplied, the Seller will either replace, repair or credit the value of the goods to the Buyer. The Buyer must not withhold part of full payment for goods in any circumstances whatsoever.
- 5.2. Subject to the effect of clause 4.1:
  - (a) Any representations and agreements not expressly contained herein shall not be binding upon the Seller as conditions, warranties or representations, all other conditions, warranties and representations on the part of the Seller are hereby expressly negative and excluded; and
  - (b) The Seller shall be under no liability to the Buyer for any loss (including but not limited to loss of profits and consequential loss) or for damage to persons or property or for the death or any injury caused by any act or omissions of the Seller or the Seller's agents.

### 6. GST & PAYMENT TERMS

- 6.1. The buyer must pay the Seller a total price which includes the goods and services tax paid or payable by the Seller in respect of goods and services supplied by the Seller to the buyer.
- 6.2. The amount payable by the buyer will be stated in an invoice to the buyer.
- 6.3. Any other relevant taxes on the goods supplied will, to the extent not included in the price list, be debited to the buyer's account.
- 6.4. All prices and charges are subject to alteration without notice.
- 6.5. Orders are accepted by the Seller subject to the condition that the buyer agrees to pay the Seller prices ruling for such goods on the date delivery is made or goods are collected from the Seller's premises.
- 6.6. Payment is due no later than 20 Days from the end of the month in which the invoice is dated or prior to shipment for Cash Accounts.
- 6.7. Payment can be made via direct bank deposit to:  
Bank: Bank of New Zealand  
Account Name: Dalton International Limited.  
Bank and Account No: 02-0191- 0286565-00  
Payments by cheque or Visa/Mastercard are also accepted.
- 6.8. All costs and expenses incurred by the seller in obtaining or attempting to obtain payment of any unpaid accounts, including legal fees on a solicitor/client basis, shall be payable by the Buyer.
- 6.9. The seller reserves the right at all times to credit payments received to such outstanding invoices as it sees fit.

### 7. VARIATION OF TERMS

- 7.1. The seller may vary the above terms by giving to the buyer notice in writing and sent by ordinary post and or email to the buyer's address, post box or email address. Such varied terms and conditions shall apply to all contracts for the purchase of goods made at least 30 days after the date of the letter from the Seller giving such notice to the Buyer.

### 8. MARKETING

- 8.1. From time to time, we may email to you information regarding new products and services. If you do not wish to receive such information please email [enquiries@ph7.co.nz](mailto:enquiries@ph7.co.nz) with unsubscribe in the subject line.