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DEALER APPLICATION FORM

IMPORTANT INFORMATION

Will you be reselling the product that you purchase from VST (NZ) Ltd? Yes/No

Please note VST (NZ) Ltd is a distributor. Only applicable manufacturers' warranty will be provided in each and every sale.

Purchaser's Information

Company: _____ (“Purchaser”)

Trading as: _____

Conducting Business as: Private Company Public Company Partnership Sole Trader

Names and Home Addresses of Directors or Partners:

Business Street Address: _____

Business Postal Address: _____

Phone Number: () _____ Fax Number: () _____

Email Address: _____ Mobile: _____

Sales Contact #1: _____ Email: _____

Sales Contact #2: _____ Email: _____

Accounts Contact: _____ Email: _____

Contact Person: _____ Position: _____

Trade Reference

(Please list names and telephone numbers of your suppliers who are authorized by you to provide current trade references)

Company Name	Contact	A/C Number	Phone

TERMS AND CONDITIONS OF SALE

Terms of trade

1. Unless VST (NZ) Limited (“the Company”) agrees to extend credit to Purchaser, payment is to be made in cash on delivery.
2. All orders are deemed to be governed by this terms and conditions of sale.
3. All orders are subject to acceptance by the Company.
4. Purchaser can apply for credit by filling in the prescribed application form. Credit limits and terms are established by the Company at its own discretion. The Company reserves the right at all times and without notice at its own discretion to:
 - 4.1 request payment of deposit before delivery of the order;
 - 4.2 refuse to grant credit;
 - 4.3 stop credit;
 - 4.4 require fresh application/personal guarantee;
 - 4.5 selectively withdraw any discount offerings; and
 - 4.6 charge interest, at the rate of 2% per month, on any balance remaining outstanding after the due date.
5. The due date for a credit Purchaser to make payment shall be 7 days from the date of invoice.
6. Purchaser shall at all time indemnify the Company against all costs, expenses, damages, or claims suffered by the Company as a result of the Purchaser failing to comply with any of the terms and conditions contained in this agreement.

Prices

7. The Company will use its best endeavour to keep the Purchaser informed of the current prices. However, prices may be changed by the Company without prior notice.
8. All prices are in New Zealand currency and do not include GST, freight, handling or insurance costs.

Warranty

9. All products purchased from the Company are covered by standard manufacturer’s warranty only. Please check the warranty reference for relevant manufacturers.
10. The Company reserves the right to withhold or refuse warranty service whilst the Purchaser’s credit account is in arrears.
11. The Company, may at its sole discretion, refuse to provide warranty services if the defects were caused by the Purchaser’s negligence or misuse of the products.
12. The Company does not provide express or implied warranty as to the merchantability, quality or fitness of the products for any particular purpose or otherwise. No waiver, alternation, addition or modification of this clause shall be valid unless made in writing and signed by an executive officer of the Company.

Returned Products

13. The Company will not accept the return of any products without a Return Authorisation Number (“RAN”). Any products returned without an RAN will be sent back to the Purchaser at the Purchaser’s expense.
14. The Purchaser shall be responsible for the costs in delivering the returned products to the Company.
15. All returned products must be in its original condition and accompanied by the original boxes and packaging.
16. If products were delivered incorrectly or with defects of damages, the Purchaser must complete and deliver the prescribed Return Authorisation form to the Company within 3 working days from the date the products were delivered.
17. If no Return Authorisation form is received by the end of the 3 working days period, the Purchaser shall be deemed to have received the products in good order and condition and that the same had been delivered accordance with the Purchaser’s order.
18. When the Company receives a Return Authorisation form, the Company will advise the Purchaser the RAN by fax. Products must be returned within 30 days from the date of the fax advising the Purchaser the RAN together with the original invoice. The Purchaser must ensure that the RAN is visible from the outside of the box containing the returned products.

- 19 The Company is not obliged to accept return of any products even after the issue of the RAN. If the returned product(s) is/are not faulty as described by the Purchaser in the Return Authorisation form, the Company reserves it's right to return the products to the Purchaser without prior notice. The Purchaser shall pay the Company any freight charges incurred by the Company and a handling fee of \$10.00 under this circumstance.
- 20 If the Company decides, at its sole discretion, to accept return of the products, the Company will credit the current value of the returned product(s) to the Purchaser's account with the Company. The Company will only give credit for the current price of the returned products. All freight, handling or insurance costs will not be credited back to the Purchaser in any event.
- 21 No cash refund will be given by the Company under any circumstances.

Limitation of Liability

- 22 The Company will not be liable for any loss, damage or injury to the Purchaser or to any other person or to the property of the Purchaser or any other person arising out of the use or possession of the products supplied by the Company.
- 23 The Purchaser shall be responsible to back up any data before bringing the product for service. The Company will not be responsible for any loss of data.
- 24 The liability of the Company, if any, in relation to the Purchaser purchasing products from the Company shall be limited to the aggregate dollar amount paid by the Purchaser for the particular products which the Purchaser alleged to have caused damages to the Purchaser.

Title

- 25 Property and ownership in all products will remain with the Company until the purchase price, all relevant delivery, handling and insurance costs are paid in full to the Company.
- 26 Notwithstanding the above, the Purchaser is responsible for insurance and risk in the products from the time they are received by you or your agent.
- 27 Payment by cheque or other indirect means is acceptable but shall not be considered payment until the funds are cleared.

Confidentiality

- 28 The Purchaser will not disclose or permit the disclosure of any information concerning the Company's products (including that contained in technical, service and spare parts manuals), pricing or VST (NZ) Limited's business affairs, and acknowledges that these are trade secrets and are strictly confidential.

Variation

- 29 The Company reserves its right to modify and vary these terms and conditions at any time without prior notification to the Purchaser.

Waiver

- 30 If the Company fails to enforce any terms or to exercise any of its rights under these terms and conditions at any time, that should not be deemed as a waiver of those rights.

General

- 31 This agreement shall be governed by the New Zealand law.

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 authorized to sign this agreement on behalf of the Dealer named in the Dealership Application and that the Dealer 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. By signing this agreement I acknowledge that I will receive promotional material by email from the Company.

Signed on behalf of the Dealer

Signature: _____ Date: ___/___/_____

Name: _____

Position: (Circle One)

Private Company Director	Partnership Partner	Sole Trader Proprietor	Public Company Authorised Officer
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Witnessed by:

Signature: _____

Name: _____

Address: _____

Occupation: _____

ACKNOWLEDGMENT FOR CREDIT TERMS

As Purchaser, I/we hereby apply to open a trading and credit account with VST (NZ) Limited ("the Company"). We hereby agree all purchases we make from the Company will be on the Terms and Conditions set out above and/or subsequently in force from time to time or as printed on the reverse of invoices rendered by the Company.

I/we have read and understand the Terms and Conditions stated above and agreed to be bound by the same.

As Purchaser, I/we irrevocably now or at any later date, any person or Company to provide you with any information as you may require in response to your credit enquiries.

I warrant that I have the authority to sign the form on the Purchaser's behalf and my signature binds the Purchaser and director/s of the Purchaser.

Name: _____ Signature: _____

Position: _____ Date: _____

Guarantees:

In consideration of credit being extended by the Company to the Purchaser, I/we (severally and jointly) guarantee to the Company the repayment of all credit extended to the Purchaser by the Company and guarantee payment of the Company of all costs of and incidental to recovery thereof and all interest due thereon. I/we acknowledge that:

1. As between the Company and me/us, I/we shall be for all purposes be treated as principal debtor and the Company shall be under no obligation to take proceedings against the Purchaser before taking proceedings against us.
2. I/we shall not be released from liability by the granting of time or indulgence or any act or matter which would release a mere surety. Neither shall any winding up or appointment of receiver or other financial default by the Purchaser absolve the personal liability hereunder.

Name: _____ Signature: _____

Position: _____ Date: _____