

Wilmech Limited

2 Watson Street, Ashburton

Email: tom@wilmech.co.nz

Phone: 0272876725



Account Application Form

Entity Details

Applicant's Full Name:

Company/Partnership/Trust/Sole Trader/Individual (Please Circle)

Trading as:

Nature of Business:

Postal Address:

Physical Address:

Email Address:

Telephone:

Contact Name and Position:

Ownership

1)..... Address.....

2)..... Address.....

3)..... Address.....

FOR COMPANIES: Incorporation Number and Date:

Financial and Trade Terms

Payment – On or before the 20th of the following month. Signature

Late Payment – may incur interest charges of 2.5%. Signature

I, the applicant, or an authorised principal/employee of the applicant, apply for a trade account on the above information and agree on the trade terms attached and hereby acknowledge that the amounts owing are personally guaranteed by the companies' director(s) or Trusts' Trustee(s).

Authorised Applicant's Signature: Date:.....

Terms & Conditions of Trade

Wilmech Limited

1. Definitions

1.1 "Wilmech Ltd" shall mean Wilmech Ltd or any employees thereof.

1.2 "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing products and services from Wilmech Ltd.

1.3 "Goods" shall mean all good, products, services and advice provided by Wilmech Ltd.

1.4 "Price" shall mean the cost of goods as agreed between Wilmech Ltd and the customer and includes all disbursements eg. Charges Wilmech Ltd pay to others on the customer's behalf.

2. Acceptance

2.1 Any instruction received by Wilmech Ltd from the customer for the supply of goods shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. Price

3.1 Where no price is stated in writing or agreed to orally the goods shall be deemed to be sold at the current amount as such goods are sold by Wilmech Ltd at the time of the contract.

3.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the goods that is beyond the control of Wilmech Ltd between the date of the contract and the delivery of the Goods.

4. Payment

4.1 Payment for the goods shall be made in full on or before the 20th day of the month following the date on the invoice. (the due date).

4.2 Interest may be charged on any amount owing after the due date at a rate of 2.5% per month or part month.

5. Quotation

5.1 Where a quotation is given by Wilmech Ltd for good, unless otherwise agreed on, the quotation shall be valid for thirty (30) days from the date of issue.

The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary. Wilmech Ltd reserve the right to alter the quotation because of circumstances beyond its control.

5.2 Where goods are required in addition of the quotation the customer agrees to pay for the additional cost of such goods.

6. Warranty

6.1 Manufacturer's warranty applies where applicable.

6.2 All goods provided by Wilmech Ltd shall be covered under warranty as long as they are used in the manor they are intended, and guarantee will be provided as per the consumers guarantee act 1993.

7. Miscellaneous

7.1 Wilmech Ltd shall not be liable for the delay or failure to perform its obligation of the cause of delay or failure is beyond its control.

7.2 Failure by Wilmech Ltd to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Wilmech Ltd has under this contract.

7.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

