

Marbello International Limited



**9 Francella Street, P O Box 24243, Eastgate, Christchurch, NZ
Customer Account Form and Terms of Trade**

Customer Legal Name: _____

Trading Name: _____

Business Type: _____ How Long in Business: _____
(Please identify – Limited Liability Company / Sole Trader / Partnership)

Street Address: _____ Postal Address: _____

Email Address: _____ Delivery Address: _____

Residential Address: _____

Previous Residential Address: _____
(if less than three years at current address)

Contact Name and Position Description: _____

Business Phone: () _____ Fax: () _____

Home Phone: () _____ Mobile: () _____

Full Names of Directors / Partners / Owner: _____ Residential Addresses & Private Telephone Numbers:

(1) _____

(2) _____

(3) _____

Dates of Birth: (1) _____ (2) _____ (3) _____

Nearest Relative Name and Address: _____

Bank A/C Number & Branch Details: _____

Accountant: _____

Solicitor: _____

Please provide three Credit References --- **MUST INCLUDE PHONE NUMBER** --- Please Print Clearly

Company/Contact: _____ / _____ Phone: () _____

Company/Contact: _____ / _____ Phone: () _____

Company/Contact: _____ / _____ Phone: () _____

PLEASE TURN OVER

Marbello International Limited

Where credit is extended the following applies and is agreed to by the signatories on this form:

1. Credit is provided at the sole discretion of the Directors of Marbello International Limited.
2. In accepting delivery of the goods specified, the customer agrees that they will be bound by Marbello International Limited's terms and conditions of trading set out herein. These shall be to the exclusion of any other terms and conditions express or implied in any purchase order or otherwise and these terms alone are the terms on which Marbello International Limited is willing to enter into contracts. No variation of the terms shall bind Marbello International Limited unless agreed to in writing signed by a duly authorised representative of Marbello International Limited and no servant agent or officer of Marbello International Limited has authority to waive this term.
3. Offers & Orders:
 - a. The risk of damage or loss of the goods shall pass to the customer upon the goods leaving Marbello International Limited, when freighted by any third party. Freight charges will be advised at the quotation stage and will be the customer's responsibility.
 - b. All orders including export orders are dispatched on an ex works basis unless otherwise agreed in writing by Marbello International Limited. Standard INCO terms will apply.
 - c. Marbello International Limited will not be liable for loss or damage occasioned by delay in delivery howsoever caused.
4. Once goods have been ordered, goods cannot be returned if:
 - a. Goods were specifically made or ordered to special requirements set by the customer
 - b. The customer no longer requires the goods, for whatever reason
 - c. Goods are damaged broken or have been misused, or used improperly.
5. Goods may be returned if:
 - a. Marbello International Limited has been notified verbally and in writing and Marbello International Limited agrees in writing to the customer returning the goods.
 - b. Goods may only be returned within 2 days from order.
 - c. For all goods returned and accepted, the agreed credit amount will be posted to the customer's account balance. No payment in any form will be made.
6. Payment and delivery:
 - a. Payment for goods shall be made in New Zealand currency net cash
 - b. Full payment is due by the 20th of the month following the date of the invoice for the goods for customers with accounts at Marbello International Limited. Non account holders are strictly 50% deposit and the balance cash on delivery/install or after 7 days by prior agreement. Cheques tendered shall not constitute payment until cleared.
 - c. If payments is in arrears by more than 30 days interest will be charged at a rate of 1.5% per calendar month (18% per annum) from due date for payment on the overdue balance and the customer agrees to pay Marbello International Limited any amount so charged.
 - d. Furthermore, Marbello International Limited reserves the right to charge collection expenses and possible damages, if any, to be included in the overdue balance. In the event that the collection of any claims for which a reminder has already been sent out is entrusted to collection agency or a law office, the defaulting customer shall fully indemnify Marbello International Limited from and reimburse Marbello International Limited for all costs incurred on a solicitor client basis.
7. Title:
 - a. Marbello International Limited shall retain the legal and beneficial property and interest in the goods and the property and interest shall only vest in the customer when all amounts owing to Marbello International Limited on all accounts with the customer are paid in full.
 - b. Pending such payment the customer shall store the goods in such a way as to indicate that they remain the property of Marbello International Limited.
 - c. If such payment is overdue Marbello International Limited shall be entitled to recover and resell the goods and for this purpose Marbello International Limited or its agent shall have the right to enter the customer's premises for the purpose of recovering the goods.
 - d. If prior to the time when title shall have passed to the customer the customer sells the goods it is agreed that the customer does so as agent for Marbello International Limited and the customer shall hold the proceeds of sale on account for Marbello International Limited in a separate bank account until all amounts owing are paid in full.
 - e. Pending title passing to the customer the customer shall insure the goods with a reputable insurance office against damage and destruction from usual risks, and in the event of the goods or any thereof being damaged or destroyed the proceeds of such insurance shall belong to Marbello International Limited for whom the customer shall hold the same in trust.
8. Warranties & Liability
 - a. Any defects or reclamation for goods received by the customer must be reported to Marbello International Limited immediately on arrival of the goods. Any claims made later will not be accepted.
 - b. Any alterations and modifications will void warranty and liability. Any goods used by the customer in a manner that does not accord with New Zealand health and safety legislation and codes of practice will void warranty, liability and Marbello International Limited will not be liable for any injuries and damages.
 - c. It is the customer's responsibility to ensure that the goods are suitable for the purpose intended by the customer. Every effort is made to ensure descriptions, drawings and other information and correspondence, catalogues and all other documents are accurate, but no warranty is given in respect thereof and Marbello International Limited shall not be liable for any error therein.
 - d. Any advice regarding the use of the goods given by employees, agents or servants of Marbello International Limited is given in good faith but no warranty is expressed or implied as to the correctness or accuracy of the same.
 - e. Marbello International Limited shall not be liable for any loss (including loss of profit), injury, damage or expense (direct or indirect, consequential or otherwise):
 - i. Incurred or suffered by the customer or any third party; or
 - ii. Due to any failure by a customer or any third party to fit or use the goods in accordance with the Marbello International Limited's written recommendations and instructions: or

- iii. Due to suitability of the goods for the particular purpose for which they are used or, where specific goods are supplied at the specific direction of the customer or any third party, when such customer or third party has not first consulted Marbello International Limited or has ignored its recommendations or instructions.
 - f. The liability of Marbello International Limited in relation to any defect or fault in the goods that may become apparent shall be limited to the replacement of the goods or the supply of equivalent goods by Marbello International Limited.
 - g. Any attempts to repair or service any goods supplied by Marbello International Limited by another party will void warranty. Goods will only be repaired under warranty if property serviced by Marbello International Limited.
 - h. No other warranties either express or implied by law are made with respect of these goods.
9. In the event of you defaulting on your payment obligations to Marbello International Limited, you agree that information about the default may be provided to third parties such as, but not limited to, debt collectors and credit reporting agencies. These third parties may then provide this credit default information and other updated information to their customers. These customers include credit providers, for the purpose of making a credit decision affecting you for the purpose of assessing your credit worthiness.
 10. All debt recovery costs and expenses incurred by Marbello International Limited as a result of late or non-payment shall be payable by the customer on demand.
 11. The customer acknowledges that these terms and conditions create a security interest in the goods under the Personal Property Securities Act 1999 in favor of Marbello International Limited which is registerable pursuant to the security interest in the goods. The customer agrees to do all things, including the provision of such information, as Marbello International Limited requires to enable Marbello International Limited to perfect a first ranking security interest in the goods. The customer waives the right to receive a copy of any verification statement(s) under the Personal Property Securities Act 1999. The customer shall notify Marbello International Limited immediately of any changes in the customer's name.
 12. In the event of an action brought by a customer, any dispute directly or indirectly resulting from the supply contract shall be exclusively subject to the jurisdiction of New Zealand courts having jurisdiction over the particular subject matter. In addition, Marbello International Limited expressly reserves the right to bring an action against customer in any venue resulting from the applicable provisions of the law or of International treaties. This contract shall be governed by the laws of New Zealand.

AUTHORISATION TO COLLECT RETAIN AND DISCLOSE INFORMATION

I/we irrevocably authorise Marbello International Limited to enquire and collect and retain for its records, information from any person or company about (Customer Name) and those individuals who are listed in this Account Form as Directors/ Partners/Owners or Guarantors of the New Customer as you may require for your credit enquiries or for the continued operation of the New Customer's account or the continuing provision of Credit to the New Customer ("the Account Information").

I / We further authorize you to furnish to any 3rd party, details of this application & any subsequent dealings I / we may have with you as a result of this application being action by you.

I / we understand that these third parties (such as debt collectors and credit checking agencies) may keep this updated information on file, and provide this information to their other customers.

Signed: _____ Position: _____

Name: _____ Date: _____

Personal Guarantee

I/We
 (Full name/names of guarantor/s) in consideration of Marbello International Limited agreeing to supply goods and/or services on credit to ("the Principal Debtor") (Full name of customer) jointly and severally agree, guarantee and undertake to Marbello International Limited the due payment of all amounts which are due or at any time become due to Marbello International Limited by the Principal Debtor.

This Guarantee is a continuing or standing guarantee.

No granting of credit, extension of former credit or granting of time to the Principal Debtor and no waiver, indulgence or neglect to sue by Marbello International Limited shall impair or reduce this Guarantee.

As between myself/ourselves and Marbello International Limited I/we shall also be deemed to be a Principal Debtor and liable to Marbello International Limited accordingly.

Signed: _____ Date: _____

(All Guarantors to sign)

In the presence of:

Witness Name: _____

Occupation: _____

Address: _____

