



THE QUICK DOLLAR LIMITED

6 NEWARK PLACE , EAST TAMAKI ,AUCKLAND ,NEWZEALAND
PH:09-9485525,FAX:09-2651333 EMAIL:thequickdollar@gmail.com

ACCOUNT APPLICATION FORM AND TERMS OF TRADE

IF Ltd. Company then this application must be signed by company Director-No exceptions

Applications must be completed in full including ownership details-No exceptions

APPLICANTS FULL LEGAL NAME (i.e. company name): _____(The customer)

(Please tick) Sole trader Individual Partnership Limited company other (please state)

Trading as: _____

Postal Address: _____

Physical Address: _____

Nature of Business: _____ Years in Business: _____

Telephone: _____ Fax: _____

Business email: _____ Mobile: _____

Contract Name: _____ Position: _____

Ownership (please insert owner(s)/directors Name(s)) in full

Name: _____ Name: _____

Address: _____ Address: _____

Address: _____ Address: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Date of birth: (Required if not a Limited Company) _____

IF COMPANY LIMITED-Address of registered office: _____

Company Number _____

TRADE REFERNCES

COMPANY	CONTRACT NAME	PHONE NUMBER	ACCOUNT OPEN SINCE

CREDIT CARD DETAILS :

VISA MASTER CARD

CARD NO: _____ EXPIRY DATE : _____ CSV : _____

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We understand and accept that the terms and conditions of trade apply to current and future contract between the applicant/customer and The Quick Dollar Ltd.. I/We warrant to The Quick Dollar Ltd. that the above information is to the best of my knowledge. Information and belief true and correct and that I am duly authorized to enter into this application and future contracts of behalf of the customer. I also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I am also signing this application form in my/our personal capacity.

Signed..... Print Name.....Designation.....Dated

this.....day of.....20.....

1. Definitions

- 1.1 *The Quick Dollar Ltd. shall mean the The Quick Dollar Ltd. (NZ) or any agents or 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 goods from The Quick Dollar Ltd..
- 1.3 *Goods shall mean goods, material and advice provided by The Quick Dollar Ltd. to the customers including without imitation the wholesale distribution of giftware, and all charges for freight labour and work hire charges, or any fee or charge associated with the supply of goods by The Quick Dollar Ltd..
- 1.4 *Price shall mean the cost of goods as agrees between The Quick Dollar Ltd. and the customer subject to the clause 4 of this contract.

2. ACCEPTANCE

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

3. COLLECTIONS AND USE OF INFORMATION

- 3.1 The customers authorities The Quick Dollar Ltd. to collect retain and use any information about the customer, or for the purpose of assessing the customer’s credit worthless,, enforcing any rights under this contract, marketing and goods provided by The Quick Dollar Ltd. To any other party.
- 3.2 The customer authorities The Quick Dollar Ltd. to disclose any information obtained to any person for the purposes set out in clause 3.1
- 3.3 Where the customer is the natural person the authorities under the clause 3.1 and 3.2 are authorities or consents for the purpose of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is started in writing or agreed to orally the goods seemed to be deemed to be sold at the current amount of such goods is sold by The Quick Dollar Ltd. at the time of contract.

5. PAYMENT

- 5.1 Unless otherwise agreed, payment of goods shall be made in full on or before the 20th day of the month following the date of supply or the date of invoice whichever is the earlier (“the due date”)
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses disbursement or legal costs incurred by the The Quick Dollar Ltd. in the enforcement of any right contained in this contract shall be paid by the customer, including any reasonable solicitor fees or debit collection agency fees.
- 5.4 Receipt of a cheque or bill of exchange or other negotiable shall not constitute payments until such negotiable instrument is paid in full.
- 5.5 A deposit of between 5% and 50% may be required.

6. QUOTATION

- 6.1 Where the quotation is given by The Quick Dollar Ltd. For goods:
 - 6.1.1 The quotation shall be valid (unless otherwise agreed) for the thirty(30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary.
- 6.2 Where goods are required in addition to the quote or the quote is required to the varied the customer agrees to pay for the additional cost of the goods including the variations.
- 6.3 A deposit between 5% to 50% may be required.

7. RISK

- 7.1 The goods remain at The Quick Dollar Ltd. until delivery. Delivery of goods shall be deemed complete when The Quick Dollar Ltd. gives possession of goods to the customer or the possession of goods is given to a carrier, courier or other balie for the purpose of transmission to the customer.

The personal properties securities Act 199, Title and risk

- 8.1 Title in the products does not pass in any circumstances until payment of the purchase price and all other amounts is made in full in respect of those products. It is expressly agreed that title to the products does not pass upon delivery the giving and taking pf possession and the vendor reserves the right to recover possession of the products and to enter upon the customer’s premises without notice for such purpose in the event of any default in payment. The customer grants the vendor a security interest in all goods supplied under the contract and their proceeds. At the request of the vendor, the customer will execute any documents and do anything else the vendor requires to the ensure that the security interest created under these terms and conditions constitute a first ranking perfected security over the goods and their proceeds of sale and the customer will supply all information to the vendor requires to complete the financing statement or a financing statement or financing change statement. The customer waves any rights to receive a verification statement under the Act. The apply to the security created by these terms and conditions.

9. LIABILITY

- 9.1 The Consumer Guarantee Act 1993, the commerce act 1986, the fair trading act 1986, and all other statutes may imply warranties or conditions or impose obligations upon The Quick Dollar Ltd. which cannot by law (or which can only to a limited extent by law) by excluded or modified. In respect of any such implied warranties, conditions or terms imposed on The Quick Dollar Ltd. The Quick Dollar Ltd. Liability shall where it is allowed, be excluded or it not be excluded only apply to the minimum extent required by the relevant statute.
- 9.2 Except as otherwise provided by clause 10.1 The Quick Dollar Ltd. shall not be liable for.
 - 9.2.1 any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the customer or another person and whether is contract or tort or otherwise and whether such loss or damage arises directly or indirectly from goods provided by The Quick Dollar Ltd. to the customer and
 - 9.2.2 the customer shall indemnlly The Quick Dollar Ltd. against all claims and loss of any kind whatsoever however caused or arising and without imaging the generally of the foregoing of this clause whether or arising as a result of negligence of The Quick Dollar Ltd. Or otherwise, brought by any person in connection with any matter, act emission, or error by The Quick Dollar Ltd. its agents or employees in connection with the goods.

10. DISPUTES

- 10.1 No claim relating to goods will be considered unless made in writing within seven (7) days of delivery.

11. CONSUMER GUARANTEE ACT

- 11.1 The guarantee contained in the consumer guarantee act 1993 is excluded where the customer acquires goods from The Quick Dollar Ltd. for the purpose of a business in terms of section 2 and 43 of that act.

12.1 Personal Property Securities Act 1999

- a. The purchaser will at the purchaser’s cost do and execute all such acts and deeds as may be required to enable THE QUICK DOLLAR LIMITED to register a finance statement under the Personal Property Securities Act 1999 (PPSA)
- b. The purchaser waives the rights to receive notice of registration of a finance statement under section 148 of the PPSA
- c. The purchaser will advise THE QUICK DOLLAR LIMITED immediately in writing, if the purchaser’s name changes

13. MISCELLENEOUS

- 13.1 The Quick Dollar Ltd. shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 13.2 Failure by The Quick Dollar 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 eights or obligations The Quick Dollar Ltd. has under this contract. 13.3 Pursuant to the Personal Property Security Act 1999(“the act”) the customer agrees and accepts that any contract between the customers and The Quick Dollar Ltd. will for the purpose of the Act create a security interests in the goods supplied and a security interest in all of the customer’s present and after acquired property to the extent of the sum of monies remaining unpaid to The Quick Dollar Ltd..

GUARANTEE & INDEMNITY IN FAVOUR OF THE QUICK DOLLAR LIMITED

In consideration of THE QUICK DOLLAR LIMITED , supplying and continuing to supply goods and /or services to
.....(Legal Name) trading as
.....(Trading name) (Purchaser)

I/We (Guarantors) Jointly and severally:

1. Guarantee the due and punctual payment to THE QUICK DOLLAR LIMITED , on demand, of all monies owing to them by the purchaser, in respect of goods and services supplied or to be supplied by THE QUICK DOLLAR LIMITED to the purchaser, or in respect of any other liability of the purchaser to THE QUICK DOLLAR LIMITED .
2. Hold harmless and indemnify THE QUICK DOLLAR LIMITED against any loss, damages, expenses and costs (including legal fees) suffered or incurred by Brews in connection with the supply of goods and services to the purchaser, and any of the guaranteed monies not being recoverable from the purchaser.
3. The Guarantor will be deemed to be a principal debtor and will not be released by any act, matter or thing, the happening of which would release one liable as surety only.
4. This Guarantee is a continuing guarantee and will remain in full force and effect until all monies owing to THE QUICK DOLLAR LIMITED by the purchaser have been fully paid, satisfied or performed and THE QUICK DOLLAR LIMITED has executed and delivered to the Guarantor, a release of this guarantee.

Executed as a Deed

Guarantor 1	Guarantor 2.
Signed:	Signed:
Full name:	Full Name:
Address:	Address:
Date:	Date:
Witness Signature:	Witness Signature:
Witness name:	Witness name: