



# ACCOUNT APPLICATION FORM (PAGE 1 OF 2)

Flagmakers Ltd trading as Flagmakers or Digitex Design & Print  
PO Box 9545, Wellington. 8 Waione St, Petone, Lower Hutt 5012, NZ.  
Tel: +64 4 473 6682 • Fax: +64 4 473 6683 • Email: sales@flagmakers.co.nz  
sales@digitex.co.nz

## APPLICANT DETAILS

APPLICANT'S FULL LEGAL NAME (i.e. not trading name): ..... ("the Customer")

(Please tick) Sole Trader ☐ Individual ☐ Partnership ☐ Ltd Company ☐ Other (please state): .....

Trading as: .....

Physical Address: ..... Number of Employees: .....

Nature of Business: .....

Postal Address: ..... Years in Business: .....

Contact Name (Sales): ..... Contact Name (Accounts): .....

Tel: ..... Fax: ..... Tel: ..... Fax: .....

Email: ..... Email: .....

## OWNERSHIP Please insert Owner(s) / Directors Name(s) in full

1: ..... Address: .....

2: ..... Address: .....

3: ..... Address: .....

IF LIMITED LIABILITY COMPANY - Address of Registered Office: .....

Date of Incorporation: ..... Incorporation No: .....

## FINANCIAL & PROFESSIONAL ADVISORS

Accountant: ..... Solicitor: .....

Bank: ..... Branch: .....

## TRADE REFERENCES

Company	Contact Name	Phone Number	Account Open Since
1.			
2.			
3.			

I/We have read and agree to be bound by the terms and conditions of trade as printed on page 2 (overleaf or attached). I/We warrant to Flagmakers Ltd trading as Flagmakers or Digitex Design & Print that the above information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer.

Signed: ..... Print Name ..... Designation: .....

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

## OFFICE USE ONLY

Credit refs checked ..... / ..... / .....	Market Segment No. .... Description: .....
Authorised ..... / ..... / .....	Processed ..... / ..... / .....
Sage code .....	Confirmation faxed/emailed ..... / ..... / .....
Comments .....	

# TERMS & CONDITIONS OF TRADE (PAGE 2 OF 2)



Flagmakers Ltd trading as Flagmakers or Digitex Design & Print  
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## 1. DEFINITIONS

- 1.1 "Flagmakers" shall mean Flagmakers Ltd trading as Flagmakers or Digitex Design & Print, or any other 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 products and services from Flagmakers.
- 1.3 "Goods" shall mean:
  - 1.3.1 all Goods of the general description specified on the front of this agreement and supplied by Flagmakers to the Customer; and
  - 1.3.2 all Goods supplied by Flagmakers to the Customer; and
  - 1.3.3 all inventory of the Customer that is supplied by Flagmakers; and
  - 1.3.4 all Goods supplied by Flagmakers and further identified in any invoice issued by Flagmakers to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
  - 1.3.5 all Goods that are marked as having been supplied by Flagmakers or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Flagmakers; and
  - 1.3.6 all of the Customer's present and after-acquired Goods that Flagmakers has performed work on or to or in which goods or materials supplied or financed by Flagmakers have been attached or incorporated.
  - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Goods and Services" shall mean all goods, products, services and advice provided by Flagmakers to the Customer and shall include without limitation the design and supply of flags, banners and display products and all associated goods and services and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Goods and Services by Flagmakers to the Customer.
- 1.5 "Price" shall mean the cost of the Goods and Services as agreed between Flagmakers and the Customer and includes all disbursements (including freight) e.g. charges Flagmakers pay to others on the Customer's behalf subject to clause 4 of this contract.

## 2. ACCEPTANCE

- 2.1 Any instructions received by Flagmakers from the Customer for the supply of Goods and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

## 3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Flagmakers to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Goods and Services provided by Flagmakers to any other party.
- 3.2 The Customer authorises Flagmakers to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

## 4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Goods and Services shall be deemed to be sold at the current amount as such Goods and Services are sold by Flagmakers at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Goods and Services that is beyond the control of Flagmakers between the date of the contract and delivery of the Goods and Services.

## 5. PAYMENT

- 5.1 Unless otherwise agreed payment for shall be made in full on or before the 20th day of the month following the date of the invoice ("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, disbursements and legal costs incurred by Flagmakers in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

## 6. QUOTATION

- 6.1 Where a quotation is given by Flagmakers for Goods and Services:
  - 6.1.1 Unless otherwise stated the quotation shall be valid for sixty (60) 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 and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Goods and Services.

## 7. AGENCY

- 7.1 The Customer authorises Flagmakers to contract either as principal or agent for the provision of Goods and Services that are the matter of this contract.
- 7.2 Where Flagmakers enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.

## 8. RISK

- 8.1 The goods and services remain at Flagmakers' risk until delivery to the Customer.
- 8.2 Delivery of goods and services shall be deemed complete when Flagmakers gives possession of the goods and services directly to the Customer or possession of the goods and services is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.
- 8.3 The time agreed for delivery shall not be an essential term of this contract.

## 9. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 9.1 Title in any Goods and Services supplied by Flagmakers passes to the Customer only when the Customer has made payment in full for all Goods and Services provided by Flagmakers and of all other sums due to Flagmakers by the Customer on any account whatsoever. Until all sums due to Flagmakers by the Customer have been paid in full, Flagmakers has a security interest in all Goods and Services.

- 9.2 If the Goods and Services are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods and Services shall remain with Flagmakers until the Customer has made payment for all Goods and Services, and where those Goods and Services are mixed with other property so as to be part of or a constituent of any new Goods and Services, title to these new Goods and Services shall be deemed to be assigned to Flagmakers as security for the full satisfaction by the Customer of the full amount owing between Flagmakers and Customer.
- 9.3 The Customer gives irrevocable authority to Flagmakers to enter any premises occupied by the Customer or on which Goods and Services are situated at any reasonable time after default by the Customer or before default if Flagmakers believes a default is likely and to remove and repossess any Goods and Services and any other property to which Goods and Services are attached or in which Goods and Services are incorporated. Flagmakers shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Flagmakers may either resell any repossessed Goods and Services and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Goods and Services and credit the Customer's account with the invoice value thereof less such sum as Flagmakers reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 9.4 Where Goods and Services are retained by Flagmakers pursuant to clause 9.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
- 9.5 The following shall constitute defaults by the Customer:
  - 9.5.1 Non payment of any sum by the due date.
  - 9.5.2 The Customer intimates that it will not pay any sum by the due date.
  - 9.5.3 Any Goods and Services are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods and Services.
  - 9.5.4 Any Goods and Services in the possession of the Customer are materially damaged while any sum due from the Customer to Flagmakers remains unpaid.
  - 9.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord disclaims against any of the Customer's assets.
  - 9.5.6 A Court judgement is entered against the Customer and remains unsatisfied for seven (7) days.
  - 9.5.7 Any material adverse change in the financial position of the Customer.
  - 9.6 If the Credit Repossession Act applies to any transaction between the Customer and Flagmakers, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

## 10. PAYMENT ALLOCATION

- 10.1 Flagmakers may in its discretion allocate any payment received from the Customer towards any invoice that Flagmakers determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Flagmakers, payment shall be deemed to be allocated in such manner as preserves the maximum value of Flagmakers purchase money security interest in the Goods and Services.

## 11. DISPUTES

- 11.1 No claim relating to Goods and Services will be considered.

## 12. LIABILITY

- 12.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Flagmakers which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Flagmakers, Flagmakers' liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 12.2 Except as otherwise provided by clause 13.1 Flagmakers shall not be liable for:
  - 12.2.1 Any loss or damage of any kind whatsoever including consequential loss (whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods and Services provided by Flagmakers to the Customer; and
  - 12.2.2 The Customer shall indemnify Flagmakers against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Flagmakers or otherwise, brought by any person in connection with any matter, act, omission, or error by Flagmakers its agents or employees in connection with the Goods and Services.

## 13. CONSUMER GUARANTEES ACT

- 13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Goods and Services from Flagmakers for the purposes of a business in terms of section 2 and 43 of that Act.

## 14. COPYRIGHT AND INTELLECTUAL PROPERTY

- 14.1 Flagmakers, owns and has copyright in all designs, data, products, specifications and software produced by Flagmakers in connection with the goods and services provided pursuant to this contract and the Customer may use the goods and services only if paid for in full and for the purpose for which they were intended and supplied by Flagmakers.

## 15. MISCELLANEOUS

- 15.1 Failure by Flagmakers 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 Flagmakers has under this contract
- 15.2 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.
- 15.3 Where these terms and conditions of trade are at variance with the order or instructions from the Customer these terms and conditions of trade shall prevail.
- 15.4 Flagmakers shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 15.5 The Law of New Zealand applies to this contract.

## 16. VARIATION

- 16.1 The terms and conditions of any contract evidenced by this document shall not be modified or varied except in writing signed by the seller. Unless so modified or varied, these terms and conditions override or negate any contrary term condition or intention contained in any of the Buyer's conditions of purchase, conditions of contract, or other forms.