



# TNZ Group Ltd

41 Grampian Rd, PO Box 25580, St Heliers  
Auckland, New Zealand  
Phone: 64 9 521-8039 Facsimilie: +64 9 522-8839  
Email: sales@tnz.co.nz Web: http://www.tnz.co.nz

## Resellers Application Form

Date \_\_\_\_\_  
Registered Name \_\_\_\_\_  
Trading Name \_\_\_\_\_  
Date Established \_\_\_\_\_  
Registration No \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Delivery Address \_\_\_\_\_  
Tel No ( ) \_\_\_\_\_  
Fax No ( ) \_\_\_\_\_  
email Address \_\_\_\_\_

Type of Business  
( ) Private Company  
( ) Public Company  
( ) Partnership  
( ) Sole Trader

Previous Business \_\_\_\_\_  
Name \_\_\_\_\_  
*(if business changed in last two years)*

### DETAILS OF OWNER/PARTNER/DIRECTORS

*(If more than 2 attach details)*

Name \_\_\_\_\_  
Residential Add. \_\_\_\_\_  
Tel No ( ) \_\_\_\_\_  
Name \_\_\_\_\_  
Residential Add. \_\_\_\_\_  
Tel No ( ) \_\_\_\_\_

Accounts Person \_\_\_\_\_

### PAYMENT (√) ACCOUNT DETAILS

Credit Card type \_\_\_\_\_  
Name of Account \_\_\_\_\_  
Account Number \_\_\_\_\_  
Expiry Date \_\_\_\_\_

Direct Credit to TNZ Group Ltd  
Bank/Branch: ASB – East Auckland  
Commercial Banking  
Account No: 12-3110-0059365-00

Cheque

### BANKERS DETAILS

Bank \_\_\_\_\_  
Branch \_\_\_\_\_  
Account No \_\_\_\_\_

### DETAILS OF TRADE REFERENCES

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Tel No ( ) \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Tel No ( ) \_\_\_\_\_

Please return to:  
**THE FINANCE MANAGER**  
TNZ Group Ltd  
PO BOX 25580, St Heliers  
AUCKLAND, NEW ZEALAND  
FAX: +64 9 522-8839 PH: +64 9 521-8039

**For Reseller's Application  
TNZ Group Limited  
All sale goods by TNZ Group Limited are concluded on the undermentioned  
STANDARD TERMS AND CONDITIONS OF SALE**

**TERMS**

1. TNZ Group Limited will be known as "The Company" in these Standard Terms and Conditions of Sale.
2. Payment terms are strictly Cash on Delivery (COD) unless otherwise agreed by management.
3. Credit limits granted may not be exceeded without the written prior consent of the Company.
4. Goods will only be credited in full to the Reseller's account if returned and received by the Company in the same condition as delivered by the Company to the Reseller within 30 days from the initial delivery.

- b) Until such time as all products have been paid in full or any other monies due to the Company have been paid in full, the Company authorises the Reseller to sell the product as fiduciary agent for the Company in the ordinary course of its business. The Reseller must not represent to any third party that it is acting for the Company, and the Company will not be bound by any contracts with third parties to which the Reseller is party. The Reseller, in holding the product, will act as the Company's fiduciary agent and bailee. The proceeds of the sale of the product by the Reseller must be paid into a separate account and held in trust for the Company. The Reseller must forthwith make payment to the Company from the account of all amounts which may be owing by the Reseller to the Company from time to time.
- c) Until such time as the product have been paid in full and all other debts discharged by the Reseller, the Reseller must store the product in such a manner as to show clearly that they are the property of the Company.

**CONDITIONS**

5. The Reseller hereby acknowledges that, should any amount not be paid on the due date the entire balance then outstanding shall immediately become due and payable without any notice of whatsoever nature. The Reseller agrees that a service charge of 0.05% per day on overdue balances may be charged to the Reseller's account at the discretion of the Company.
6. In the event of the Company instructing its solicitors to collect an overdue amount or enforce any other obligation arising under these terms, all costs, charges and legal expenses (on a solicitor and client basis) incurred by the Company shall be borne by the Reseller and all payments made shall firstly be allocated towards such costs and charges thereafter to interest and finally to capital.
7. The Reseller hereby agrees that any proceedings which may be instituted against it for the recovery of any amounts owing to the Company or enforcing any other obligation arising under these terms, may be issued in the Court at Auckland, being the place where the Company's registered office is located and where this contract arose.
8. The Signatory/les hereby binds himself/themselves jointly and severally as surely and co-principal debtor/s in with the Reseller unto and in favour of the Company, its order or assigns, for payment of any amount which is now due or owing by the Reseller to the Company.
9. Product supplied by the Company to the Reseller will be at the Reseller's risk upon delivery to the Reseller or into the Reseller's custody (whichever the sooner), and the Reseller must insure the product thereafter against such risks, as the Company reasonably requires.
- a) Ownership of the product supplied by the Company will not pass to the Reseller and will remain with the Company until such time as the product the subject of the Contract and all other products supplied by the Company to the Reseller and all debts owing by the Reseller to the Company from any other cause, have been paid in full.

- d) The Reseller irrevocably agrees and undertakes that the Company (its servants or agents) will have the right forthwith (and without prejudice to any other rights the Company may have pursuant to these Standard Terms and Conditions of Sale or at law or in equity) without notice or demand to immediately enter upon the Reseller's premises and retake possession and remove the product in the possession of the Reseller or wheresoever situated.
10. Notwithstanding 9(a), 9(b), 9(c) and 9(e) above. The risk of any loss or damage to or any deterioration in product from whatever cause shall pass to the Reseller at the time of delivery. The Company has no responsibility whatsoever for the goods once they have been collected by the Reseller, passed to the Reseller's agent or carrier, or passed to the Company's carrier for delivery to the Reseller and it is the responsibility of the Reseller to insure the goods from that point.
11. The terms and conditions contained herein constitute the entire Agreement between the parties and no amendment or variation shall be of any force and effect unless to writing and signed by both the Company and the Reseller. No representations have been made by the company or on its behalf, which have induced the Reseller to enter into this Agreement.
12. No Relaxation or indulgence granted by the Company to the Reseller shall be deemed as a waiver of any rights of the company in terms of this Agreement and such relaxation or indulgence shall not be deemed a novation of any terms and conditions of this Agreement.
13. The Company shall not be responsible for any loss or damage howsoever caused to the property or person of the Reseller or any third party as a result of any defect in the product whether patent or latent, and the Reseller indemnifies the Company against any claims made against it by any third party arising out of any such defects.
14. The Company reserves the right, entirely at its discretion, to withhold delivery of all goods ordered by the Reseller if past purchases remain unpaid.

**I/WE CERTIFY THAT:**

1. The information contained in this documents is true and correct.
2. I/We am/are authorized to apply for reseller facilities.
3. I/We understand and acknowledge the above terms and conditions with the company

FOR AND ON BEHALF OF: *(Company name)* \_\_\_\_\_

Full Name: (No. 1) \_\_\_\_\_  
 Signature: (No. 1) \_\_\_\_\_  
 Designation: (No. 1) \_\_\_\_\_  
 Date: (No. 1) \_\_\_\_\_  
 \_\_\_\_\_  
 Name of Witness: \_\_\_\_\_  
 Signature of Witness: \_\_\_\_\_  
 Address of Witness: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

Full Name: (No. 2) \_\_\_\_\_  
 Signature: (No. 2) \_\_\_\_\_  
 Designation: (No. 2) \_\_\_\_\_  
 Date: (No. 2) \_\_\_\_\_  
 \_\_\_\_\_  
 Name of Witness: \_\_\_\_\_  
 Signature of Witness: \_\_\_\_\_  
 Address of Witness: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_

# GUARANTEE

In consideration of TNZ Group Limited, 41 Grampian Road, St Heliers, AUCKLAND, NZ (hereinafter called "The Company"), granting credit

to.....

of.....  
(hereinafter called "The Customer")

I.....

of.....  
(hereinafter called "The Guarantor") hereby guarantee and bind myself jointly and severally with the Customer in favour of the company for payment of any amount which is now due or owing or which may hereafter become due or owing by the Customer to the Company.

It is hereby agreed:

1. THAT this Guarantee shall be a continuing guarantee and shall not be determined by the death of the Guarantor, nor, in the case where the Guarantor is a company, by its liquidation.
2. THAT all compositions and payments received by the Company shall be taken as payment in gross and the Guarantor's right to be subrogated in respect thereof shall not arise until the company shall have received the full amount of the Customer's indebtedness to it.
3. THAT no time or other indulgence granted to the Customer nor any variation in the terms of any contract agreement or arrangement between the Company and the Customer nor the release by the Company of any guarantee of security held by the company shall in any way affect the liability of the Guarantor and that as between the Company and the Guarantor no cheque bill of exchange or promissory note received by the Company in respect of the Customer's indebtedness to it shall be regarded as whole or part satisfaction of the obligation in respect of which it is given and until the same shall have been met.
4. THAT the discharge extinguishment or postponement by bankruptcy operation of law act of parties or otherwise of any part of the indebtedness of the customer shall not impair or affect the liability of the Guarantor hereunder.
5. THAT if any payment made to the company by or on behalf of the Customer or the Guarantor shall subsequently be avoided by any Statutory Provision or otherwise howsoever such payment shall be deemed not to have discharge the Guarantor's liability and in such event the Company and the Guarantor shall be restored to the position in which they would have been if such payment had not been made.
6. THAT the Company shall be entitled to recover from the Guarantor without first taking any steps or proceedings against the Customer.

AS WITNESS our hands this.....day of.....19.....

SIGNED by the said: .....  
in the presence of

Signature of Witness.....

Name of Witness.....

Address.....

Occupation.....