



Scarlett Hydraulics Ltd
P.O. Box 2157, 97 Racecourse Road,
Washdyke, Timaru
Ph: 03 6882902 Fax: 03 6882905
Email: admin@scarlett-hydraulics.co.nz
www.scarlett-hydraulics.co.nz

SCARLETT HYDRAULICS LTD APPLICATION FOR CREDIT

Scarlett Hydraulics Ltd
P.O. Box 16018, 80 Waterloo Road,
Hornby, Christchurch
Ph: 03 3443030 Fax: 03 3443035
Email: r.phillips@scarlett-hydraulics.co.nz
www.scarlett-hydraulics.co.nz

FULL NAME _____
TRADING NAME _____
POSTAL ADDRESS _____

Office Use Only	
Date	_____
Acc No.	_____
Signed	_____

DELIVERY ADDRESS _____

PHONE _____ FAX _____
EMAIL _____

NATURE OF BUSINESS _____
LENGTH OF TIME UNDER PRESENT OWNERS _____

ACCOUNTS CONTACT

NAME _____
PHONE _____ DDI _____ FAX _____
EMAIL _____

PURCHASING CONTACT

NAME _____
PHONE _____ DDI _____ MOBILE _____
EMAIL _____

DETAILS ON DIRECTORS / PRINCIPALS

Name	Address	Phone No

BANKERS _____ BRANCH _____

SOLICITOR _____

ACCOUNTANT _____

ANTICIPATED VALUE OF MONTHLY PURCHASES \$ _____

TRADE REFERENCES: (company name, location & phone no. excluding Telecom, Power and Fuel Accounts)

Name	Phone
1.	
2.	
3.	

TERMS AND CONDITIONS

1. The Customer hereby irrevocably authorises any person or company to provide Scarlett Hydraulics Ltd with such information as it may required in response to its credit enquiries.
2. Accounts must be paid by 30th of the month following date of purchase
3. Interest at the rate of 2% per month is chargeable on all overdue accounts.
4. Details of the account may be referred to a credit reference agency and you will be liable for recovery costs incurred.

I/We agree to pay any costs incurred to recover outstanding accounts

I/We agree to the attached terms and conditions

Dated _____

Signed _____

Printed Name _____

Position _____

CREDITS

- (a) Must be returned by the buyer within 14 days of receipt
- (b) The buyer shall bear all costs of return freight.
- (c) The goods must be in good saleable condition in the manufacturer's or supplier's original containers, unsoiled and undamaged.
- (d) The goods must be accompanied by the number and date of the supplying invoice.
- (e) The goods must not be a procured item.
- (f) The returned goods will be subject to a handling charge of up to 15% of the net value of the goods (Excluding GST)

TERMS AND CONDITIONS OF SALE AND SUPPLY

Ownership

Scarlett Hydraulics Ltd at all times retains ownership in the goods supplied until payment is made for the goods and for all other goods supplied by Scarlett Hydraulic Ltd to the customer and if such goods are sold on their own account or as constituents of other goods by the customer prior to payment to Scarlett Hydraulics Ltd then proceeds of the sale, thereof shall be the property of Scarlett Hydraulics Ltd.

The customer acknowledges that in the event that default is made in payment for any goods supplied for a period of 60 days Scarlett Hydraulic Ltd may repossess the goods in their original form or as constituents of other goods and sell the same exercising the full rights as owner of such goods. All losses, costs and expenses incurred in recovering and disposing of the goods is to be the liability of the customer.

The customer agrees to indemnify Scarlett Hydraulics Ltd for the cost of any litigation arising out of Scarlett Hydraulics Ltd acting on any instructions for the customer.

Liability limitation and indemnity

To the extent the Consumer Guarantees Act 91 of 1993 or any similar national legislation apply to this Agreement, then certain conditions and warranties will be implied into this Agreement to the benefit of the Customer, and those conditions and warranties cannot be excluded, restricted or modified by any provision of this Agreement.

However, where the Customer carries on a "business" as defined in the Consumers Guarantees Act 91 of 1993, it agrees it is acquiring the services of the Repairer for the purposes of that business and nothing in that Act shall apply.

Except as provided for in this Agreement, the Repairer will not in any circumstances be liable for any loss, damage or injury of any kind arising out of or in any way connected with the performance of the Works howsoever caused, including by way of negligence, breach of contract, breach of duty of bailment or wilful act of the Repairer, its employees, agents or sub-contractors.

The customer will indemnify the Repairer against all claims and demands whatsoever by whomsoever made in respect of any loss, damage or injury of any kind arising out of or in any way connected with the performance of the Works howsoever caused, including by way of negligence, breach of contract, breach of duty of bailment or wilful act of the Repairer, its employees or sub-contractors.

Sub-contracting and indemnity

The Repairer is entitled to subcontract on any terms the whole or part of the Works.

Liability of employees, agents and subcontractors

It is expressly agreed that every exemption for liability, defence, immunity and right under this agreement will extend to and protect every employee, agent and subcontractor defined as the Repairer in this Agreement and in this regard the Repairer who is a party to this Agreement will be deemed to be acting as agent or trustee on behalf of all Repairers.

Force Majeure

If the Repairer by reason of any matter beyond its control, including without limitation: any act of God; strike, lock-out or labour disturbance; ware or warlike condition; act of terrorism; civil riot; sabotage; explosion; lightning; fire; earthquake; landslide or tidal wave; storm, flood, or other extraordinary weather conditions; quarantine; requirements of government authorities; unavailability or delay in supplies (including electricity, oil or gas), equipment or transport; refusal of or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences; or otherwise is unable to perform any part of its obligations under this Agreement, to the extent and for the period that it is not reasonably able to perform, the Repairer will not be liable to the Customer

Time Bar

The Repairer will not in any circumstances be liable for any claim for loss, damage or injury (including any economic or consequential loss) arising out of or in any way connected with the performance of the Works, whether involving negligence of the Repairer or otherwise, unless such claim is made in writing within six (6) months of the earliest of the following occurring:

- the works being completed; or
- the vessel leaving the care, custody or control of the Repairer

Acceptance of the goods is acceptance of these terms and conditions.

Indented goods are non returnable.

Part numbers and description are for our reference only.

Scarlett Hydraulics Ltd warrants, for a period of 90 days from the date of original installation, its products to be free from defects in material and workmanship. Scarlett Hydraulics Ltd's obligation under this warranty is limited to repair or replacement at its factory of any part or parts of said products which shall be returned to Scarlett Hydraulics Ltd with transportation charges prepaid and which Scarlett Hydraulics Ltd's examination shall disclose to its satisfaction to have been defective. This is Scarlett Hydraulics Ltd's sole warranty.

SCARLETT HYDRAULICS LTD MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED: AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SCARLETT HYDRAULICS LTD AND EXCLUDED FROM THIS AGREEMENT.

Scarlett Hydraulics Ltd neither assumes nor authorises any person to assume for it, any other obligation in connection with the sale of Scarlett Hydraulics products. This warranty shall not apply to any product or component thereof which has been repaired or altered outside of Scarlett Hydraulics Ltd's factory in any manner so as, in Scarlett Hydraulics Ltd's judgement, to affect its serviceability or which has been subjected to misuse, negligence, or accident, or to products made by Scarlett Hydraulics Ltd which have been operated in a manner contrary to Scarlett Hydraulics Ltd's printed instructions. Under no circumstances shall Scarlett Hydraulics Ltd be liable for loss, damage, and cost of repair of consequential damages of any kind in connection with the sale, use or repair of any product purchased from Scarlett Hydraulics Ltd

Consumer Guarantees

- The purchaser acknowledges that all goods and services purchased for the purpose of a business as defined in the Consumer Guarantees Act 1993 and that the application of this Act is excluded by agreement.*
- Where the Customer acquires or holds itself out as acquiring any Goods or incidental services supplied by the Company for the purposes of a business (as "business" is defined by the Consumers Guarantees Act 1993) the provisions of that Act are hereby expressly excluded and shall not apply.*

PERSONAL GUARANTEE

In consideration of the provision of credit to:-

(Name of Account Holder) _____

I (Name of Guarantor) _____ of (Address) _____

Hereby guarantee payment to Scarlett Hydraulics Ltd in respect of any goods supplied to the above named Account Holder in the event that the Account Holder fails to make payment on the due date. I agree that I will be personally liable for the full payment of the purchase price of any goods supplied to the Account Holder together with any interest and costs which Scarlett Hydraulics Ltd is entitled to recover from the Account Holder upon demand being made for such payment.

Signature _____ Date _____

Witness _____ Address _____

Dated _____ Signed _____

Printed Name _____

Position _____