

TRADING NAME IN FULL:

REGISTERED NAME:

POSTAL ADDRESS:

DELIVERY ADDRESS:

OFFICE ☎ Fax Number:

PURCHASING CONTACT: Purchasing Email:

PRODUCTS SOLD:

SECTIONS BELOW – COMPLETE 1, 2 OR 3

1. IF SOLE TRADER

SURNAME: CHRISTIAN NAMES:

EMAIL ADDRESS: PRIVATE ☎

2. IF PARTNERSHIP

SURNAME: PRIVATE ☎

CHRISTIAN NAMES: EMAIL ADDRESS:

SURNAME: PRIVATE ☎

CHRISTIAN NAMES: EMAIL ADDRESS

SURNAME: PRIVATE ☎

CHRISTIAN NAMES: EMAIL ADDRESS

3. IF LIMITED LIABILITY COMPANY

COMPANY REGISTRATION NO: DATE ESTABLISHED:

NAME OF DIRECTOR:

EMAIL ADDRESS:

NAME OF DIRECTOR:

EMAIL ADDRESS:

4: PLEASE LIST BELOW THOSE PERSONS WHO ARE AUTHORISED TO USE THIS TRADE ACCOUNT FACILITY

NAME OF ACCOUNT HOLDER: SIGNATURE:

ADDITIONAL NAME:

ADDITIONAL NAME:

ADDITIONAL NAME:

Please complete and return to:

Treadway Ltd, PO Box 246, Whangarei 0140, NZ

☎ 09 436 2044

✉ admin@treadway.co.nz

**TERMS AND CONDITIONS OF TRADE
TREADWAY LTD (Referred to as TL)**

1. Applicability

1.1 It is agreed between TL and the Customer that these terms shall apply to any Goods sold by TL to the Customer from time to time and shall not be deemed or construed to be modified, cancelled or waived in whole or in part except by written agreement by the parties.

2. Invoice

2.1 On each occasion the Customer wishes to purchase Goods from TL, the Customer shall make an Order, TL will generate an invoice in accordance with the order and deliver it to the Customer.

2.2 The agreement for the sale and purchase of the Goods shall arise on your placement of an order with us ("Order") and shall embody the term of the relevant invoice and these terms. The order is placed when submitted to us.

2.3 All figures in the invoice shall be plus GST calculated at the rate of 15%. If the rate of GST increases then the price set out in the invoice shall also increase to cover the additional GST.

2.4 Any price for the Goods quoted in the invoice shall lapse on the expiration of 28 days from the date of the invoice.

3. Payment

3.1 Payment of the invoice is to be made prior to delivery or dispatch of goods.

3.2 Payment types accepted are cash, eftpos, internet banking, cheques (which must await clearance), Mastercard and Visa credit cards.

3.3 **Credit card payments will incur no surcharges**

4. Risk

5.1 The Goods will be at the Customer's risk immediately on delivery to the delivery point set out in the invoice.

5.2 TL will not accept the return of goods for credit or any other purpose unless TL agrees to accept the return of goods and advise the customer a return goods advice number prior to the return of goods. TL reserves the right to charge a return fee equal to 10% of the price of the goods. Goods should be returned within 14 days of receipt of order.

5.3 Any Goods accepted for return must be in the original packaging and in the same condition as when delivered/collected.

5.4 Any freight or delivery charges on Goods returned are non-refundable.

5.5 TL is not liable for any delay in delivery or non-delivery and may decline to deliver or deliver in installments.

6. Guarantees

6.1 The Customer agrees that the Consumer Guarantees Act 1993 does not apply.

6.2 The Customer agrees to indemnify TL against any liability or cost incurred by TL as a result of any breach by the Customer of the obligations contained in these terms.

6.3 Any right which the Customer may have to reject defective Goods shall only be effective if the Customer notifies TL in writing within seven days following delivery and TL is given the opportunity to inspect the Goods.

6.4 TL accepts no liability for any claim by the Customer or any other person, including without limitation, any claim relating to or arising from:

(a) Any conditions, warranties, descriptions, representations, conditions as to fitness or suitability for any purpose, tolerance to any conditions, merchantability or otherwise, whether expressed or implied by law, trade custom or otherwise;

(b) Any representations, warranties, conditions or agreement made by any agent or representative, which are not expressly confirmed by TL in writing, and the Customer agrees to indemnify TL against any such claim.

6.5 In any event, TL's liability under any claim shall not exceed the price of the Goods.

7. Intellectual Property

7.1 Where the Seller has designed or drawn Goods for the Purchaser (or in conjunction with the Purchaser), then the copyright in those designs and drawings will remain vested in the Seller and shall only be used by the Purchaser with the Seller's express written permission.

7.2 The Purchaser warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Purchaser's order.

8.0 General

8.1 TL reserves the right to withdraw account access or individual (s) authority where goods are not being purchased for Trade use.

8.1 TL reserves the right to update or correct the terms and/or information contained within these terms, such change to take effect from the date the change is made without the necessity of giving notice.