



CREDIT ACCOUNT APPLICATION

20TH OF THE MONTH FOLLOWING INVOICE

INKNZ SUPPLIER DETAILS

LEGAL ENTITY

WEBSITE

APPLICANT DETAILS

LEGAL COMPANY / ENTITY NAME

COMPANY NO. / NZBN

TRADING NAME

PHYSICAL / DELIVERY ADDRESS

POSTAL ADDRESS

POST CODE

PHONE

GENERAL EMAIL

ENTITY TYPE

☐ Company

☐ Partnership

☐ Sole trader

☐ Trust

☐ Other

TYPE OF BUSINESS

YEARS ESTABLISHED

EXPECTED MONTHLY SPEND

CREDIT LIMIT REQUESTED

PURCHASE ORDER REQUIRED?

☐ Yes

☐ No

ACCOUNT CONTACTS

ACCOUNTS CONTACT - NAME

EMAIL

PURCHASING CONTACT - NAME

EMAIL

CONTINUE TO PAGE 2 FOR DIRECTORS / PROPRIETORS, REFERENCES AND SIGNATURE.



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DIRECTORS / PROPRIETORS

Provide details for up to three directors, proprietors, trustees or principals.

FULL NAME

PRIVATE ADDRESS

PHONE

DATE OF BIRTH

ACCOUNTANT

ACCOUNTANT / FIRM

CONTACT / PHONE / EMAIL

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TRADE REFERENCES

Please provide three current trade credit references where possible.

BUSINESS

CONTACT PERSON

PHONE

EMAIL

CREDIT AUTHORITY AND DECLARATION

I/We authorise INKNZ to obtain credit references and other information reasonably required to assess this application, and authorise the persons and organisations named above to provide that information. I/We confirm that the information provided is true and complete, that the signatory has authority to apply for and operate this account, and that I/we have read and agree to the Credit Account Terms and Conditions on pages 3-4.

AUTHORISED TO OPEN AN ACCOUNT IN THIS COMPANY NAME?

☐ Yes

☐ No

AUTHORISED SIGNATORY NAME

POSITION

DATE

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SIGNATURE

INKNZ APPROVAL / CREDIT LIMIT

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PLEASE ATTACH PHOTO ID FOR DIRECTORS / PROPRIETORS IF REQUESTED BY INKNZ.



CREDIT ACCOUNT TERMS & CONDITIONS

20TH OF THE MONTH FOLLOWING INVOICE

1. Definitions

INKNZ means the business "Toner Brands Limited trading as INKNZ" and identified in the supplier details on page 1. **Customer** means the person or entity applying for or using the credit account. **Goods** means printer consumables, printers, office products and any related goods or services supplied by INKNZ. **PPSA** means the Personal Property Securities Act 1999.

2. Application and acceptance

2.1 The Customer warrants that all information in this application is true, complete and not misleading, and that the signatory is authorised to bind the Customer.

2.2 Approval of a credit account is at INKNZ's discretion. INKNZ may set or change a credit limit, require payment in advance, or withdraw credit facilities at any time where reasonably required to manage credit risk.

2.3 Orders placed by the Customer after approval are subject to these credit terms together with any applicable INKNZ sale, delivery, warranty or return terms notified to the Customer.

3. Price, GST and orders

3.1 Prices are those shown on the applicable quote, order confirmation or invoice. Unless expressly stated otherwise, prices are exclusive of GST and any applicable freight or other charges.

3.2 INKNZ may decline or limit an order where the Customer is over its credit limit, in default, or where stock is unavailable.

4. Payment

4.1 Unless otherwise agreed in writing, each invoice is due for payment on the 20th day of the month following the month in which the invoice is issued.

4.2 Payment must be made in full by the due date without deduction, set-off or counterclaim, except where required by law.

4.3 If the Customer disputes an invoice, it must notify INKNZ in writing within 5 working days of receipt, giving reasonable details of the dispute. The undisputed amount remains payable by the due date.

4.4 If the Customer exceeds its approved credit limit, INKNZ may require payment of the excess or payment in advance before accepting further orders.

5. Default and recovery

5.1 The Customer is in default if an amount is not paid by its due date, the Customer becomes insolvent, or INKNZ reasonably believes the Customer is unable to meet its payment obligations.

5.2 On overdue amounts, INKNZ may charge interest at 1.5% per calendar month, calculated from the due date until payment in full.

5.3 The Customer must pay all reasonable costs incurred by INKNZ in recovering overdue amounts, including debt collection fees, legal costs and disbursements to the extent permitted by law.

5.4 While the Customer is in default, INKNZ may suspend further supply, place the account on payment in advance, reduce or cancel the credit limit, and require all outstanding amounts to be paid immediately.

5.5 Where an account remains materially overdue, INKNZ may disclose the default to a credit reporting or debt collection provider in accordance with the Privacy Act 2020 and applicable law.

6. Title, risk and PPSA

6.1 Risk in Goods passes to the Customer on delivery. Ownership of Goods remains with INKNZ until all amounts owing for those Goods have been paid in full.

6.2 The Customer acknowledges that these terms may create a security interest in Goods supplied on credit and their proceeds. The Customer agrees, when reasonably requested, to provide information and sign documents necessary for INKNZ to register or maintain a security interest under the PPSA.

6.3 Until title passes, the Customer must not intentionally deal with Goods in a way that defeats INKNZ's ownership or security interest, except for genuine sales in the ordinary course of the Customer's business.

7. Delivery, defects and returns

7.1 Delivery occurs when Goods are delivered to the Customer or handed to a carrier for delivery, subject to any written freight arrangement agreed with INKNZ.

7.2 The Customer must notify INKNZ promptly of shortages, delivery errors or visibly damaged Goods and, where practicable, within 5 working days of delivery.

7.3 Returns are subject to prior approval by INKNZ and any applicable return policy notified at the time of supply. Goods ordered specially for the Customer may not be returnable unless defective or incorrectly supplied.

8. Business purchases and liability

8.1 Where Goods or services are acquired for the purposes of a business, the parties agree that the Consumer Guarantees Act 1993 does not apply to the extent that contracting out is lawful and fair and reasonable.

8.2 Nothing in these terms excludes or limits any right or liability that cannot lawfully be excluded or limited. Subject to that restriction, INKNZ's liability in relation to defective Goods is limited, at INKNZ's option, to repair, replacement, resupply or refund of the price paid for the affected Goods.

9. Privacy and credit enquiries

9.1 The Customer authorises INKNZ to collect, use and disclose personal and business information reasonably necessary to assess creditworthiness, administer the account, supply Goods, recover debts, prevent fraud and comply with legal obligations.

9.2 For those purposes, INKNZ may obtain information from and disclose information to the Customer's trade references, accountants, credit reporting agencies, debt collection agencies and other credit providers, in accordance with the Privacy Act 2020.

9.3 Individuals may request access to, and correction of, personal information held about them in accordance with the Privacy Act 2020.

10. Changes and cancellation of credit

10.1 The Customer must promptly notify INKNZ of changes to its legal name, ownership, directors, address, contact details or circumstances that may materially affect its creditworthiness.

10.2 Either party may end the credit facility by written notice. Ending the credit facility does not affect amounts already owing, which remain payable under these terms.

11. General

11.1 These terms are governed by New Zealand law. The parties submit to the jurisdiction of the New Zealand courts and tribunals with jurisdiction over the dispute.

11.2 If any provision is invalid or unenforceable, the remaining provisions continue in effect. A failure by INKNZ to enforce a right does not waive that right.

11.3 Any variation to these credit terms must be agreed in writing by INKNZ, except that INKNZ may reasonably update administrative or operational terms on notice to the Customer where the change does not retrospectively alter amounts already invoiced.

ACKNOWLEDGEMENT

By signing the application, the Customer confirms it has authority to enter this agreement, accepts these terms, and authorises INKNZ to make the credit enquiries described above. If INKNZ approves the application, the approved credit limit and any special conditions notified by INKNZ form part of this agreement.