



GST Reg. 131301448 | PH: 029 1231393 | E: sales@seismicarc.co.nz | www.seismicarc.co.nz

## ACCOUNT APPLICATION FORM

FULL LEGAL NAME OR ORGANIZATION.....  
 TRADING NAME(IF DIFFERENT FROM ABOVE).....  
 PHYSICAL ADDRESS.....  
 CONTACT NAME.....POSITION.....  
 PHONE.....MOBILE.....EMAIL.....

### OWNERSHIP OF BUSINESS

DIRECTOR'S FULL NAME.....MOBILE.....EMAIL.....  
 FINANCIAL ADVISOR.....MOBILE.....EMAIL.....  
 TYPE OF BUSINESS.....  
 INCORPORATION NO.....YEARS IN BUSINESS.....

### CREDIT REFERENCE

ORGANISATION.....MOBILE.....EMAIL.....  
 ORGANISATION.....MOBILE.....EMAIL.....

### CREDIT TERMS

I/We wish to apply for trade account with Seismic Arc Limited and confirm that the information on this application is correct and that any change to any such information shall be notified immediately to Seismic Arc Limited. We hereby to authorise Seismic Arc Limited and/or its representatives to contact my/our bankers or any other party holding information about me/us to obtain any information relating to my/our credit worthiness which they may reasonably require in connection with their decision whether or not to issue credit to me/us. I/We hereby authorise any such banker or other third party to provide such information to Seismic Arc Limited upon presentation to them of a signed copy of this application form. I/We agree that interest will be payable by Me/Us on Account balances which are not paid by the scheduled date that pre-arranged with Seismic Arc Limited, as the discretion of Seismic Arc Limited, with the rate to be charged to be 3% above the Bank of New Zealand's base rate applicable at the date the invoice was originally due for payment. In addition, any legal or collection agency fees incurred by Seismic Arc Limited to recover the Account balances due plus interest, will be payable by us.

SIGNATURE..... FULL NAME(authorised person).....  
 DATE.....POSITION.....

### PAYMENT TO BE MADE TO SEISMIC ARC LIMITED

BANK DETAILS: BNZ 02-0108-0551699-000 (PLEASE USE INVOICE NO. AS REFERENCE)

FOR SEISMIC ARC LIMITED USE:

CREDIT LIMIT	CREDIT TERM	AUTHORISED BY	DATE OF APPROVAL



GST Reg. 131301448 | PH: 029 1231393 | E: sales@seismicarc.co.nz | www.seismicarc.co.nz

**TRADE TERMS AND CONDITIONS**

These conditions shall apply to all goods and services sold by SEISMIC ARC LTD ("the Supplier"), or any agents or employees thereof or any person acting on behalf of and with the authority of Seismic Arc Ltd. The Purchaser of the goods or services ("the Purchaser")

**RISK AND TITLE**

- 1. specifically acknowledged by the Purchaser that the risk in the goods supplied by the Supplier shall pass to the Purchaser on delivery. Delivery to the Purchaser is ex stock of Seismic Arc Ltd. Where delivery to the premises of the Purchaser or any other place including a site or property owned by a third party is requested and where Seismic Arc Ltd contracts with a carrier to do so, delivery of the goods to the carrier in all circumstances constitutes delivery to the Purchaser.
- 2. Ownership of any goods supplied by the Supplier to the Purchaser will only pass to the Purchaser when the Purchaser has paid the Supplier in full and until then and without prejudice to any other rights or remedies which the Supplier may have in these conditions or at law, the Supplier shall be entitled to repossess the goods and without prejudice to any claim for damage or deterioration to the goods supplied. Until payment is made in full
- 3. The Purchaser shall be deemed to be acting in a fiduciary capacity as bailee of the Supplier in respect of any goods supplied by the Supplier. The Purchaser shall if required by the Supplier store the goods in such condition and place that it is clear that they are owned by the Supplier. The Purchaser shall not under any circumstances mix the goods supplied by the Supplier with other goods in any manner whatsoever, and If the Purchaser resells goods supplied to it before it has title to them, the Purchaser shall account to the Supplier as the Supplier's agent for the proceeds of such resale, but the Purchaser shall not represent to any person that the Purchaser is acting for the Supplier or has any authority to bind the Supplier.
- 4. Where the Supplier exercises its rights under this Agreement in respect of the resale, repossession, or storage of the goods supplied, the Purchaser shall immediately indemnify the Supplier for all costs incurred by the Supplier in the exercise of those rights (including solicitor and own client legal costs).
- 5. The Purchaser agrees that this document evidences a Purchase Money Security Agreement in terms of the Personal Property Securities Act 1999 and that the Supplier may take steps to protect its security if it so decides.

**PRICE**

- 6. At the Supplier's sole discretion the Price shall be either as indicated on any invoice provided by the Supplier to the Purchaser, or the Price as at the date of delivery of the Goods according to the Supplier's current price list, or the Supplier's quoted price which will be valid for certain days stated in the quote.
- 7. The Supplier reserves the right to change the Price if a variation to the Goods which are to be supplied is requested; or if during the course of the Services, the Goods cease to be available from the Supplier or the third-party suppliers, then the Supplier reserves the right to provide alternative Goods, or in the event of increases to the Supplier in the cost of labour or materials which are beyond the Supplier's control.

**PAYMENT**

- 8. In the event that any amount payable by the Purchaser to the Supplier is overdue or the Purchaser fails to meet any other obligation to the Supplier (whether in relation to the sale of goods or otherwise) then:
  - 8.1. The Supplier shall be entitled to cancel all or any part of any contract(s) with the Purchaser which remains unperformed in addition to and without prejudice to the Supplier's other services.
  - 8.2. All amounts outstanding under any contract with the Supplier shall, whether or not otherwise due for payment immediately, become immediately due and payable; and
  - 8.3. The Supplier shall be entitled to repossess and remove any of its goods or any collateral secured under any security interest that is in the Purchaser's possession or control and the Supplier shall be entitled to dispose of such repossessed goods for its own benefit, and for that purpose the Supplier shall be entitled without notice to enter any premises directly or by its agents where it believes goods which it has supplied or any collateral over which it has a security interest may be stored or kept without in any way being liable to any person and the Purchaser shall fully indemnify the Supplier against any claims or costs arising from any action taken by the Supplier under this subclause.

**EQUIPMENT HIRE**

9. Where equipment is hired for demonstration purposes from Seismic Arc Ltd, The Purchaser shall not part with the possession of the equipment and shall not sublet, or sell, or attempt to alienate the equipment in any way, or deal with the equipment in any way that may be prejudicial to Seismic Arc Ltd. And the Purchaser shall be liable for any damage to or loss of the equipment however caused and in the event of any equipment being damaged, lost or stolen the Purchaser shall pay to Seismic Arc Ltd the cost of making good the repair to the equipment or the cost of replacing the equipment whichever is the lesser

**RETURN OF GOODS**

10. If goods are returned by the Purchaser to the Supplier, they must be in resaleable condition and returned in 10days after goods supplied to the Purchaser. Unless by prior arrangement returned goods received by the Supplier after the 10 days period stipulated will not be accepted. The value of credits issued by the Supplier for returned goods shall be at the Supplier's sole discretion; there may however be a deduction from the invoiced value of at least 20% to cover labour cost incurred by the Supplier.

**DIRECTORS GUARANTEE**

11. I/We acknowledge that the directors of the Company personally guarantee jointly and severally to Seismic Arc Ltd the due and punctual performance by the Company of its obligations to Seismic Arc Ltd of all money and debts accruing to Seismic Arc Ltd against any loss accruing in relation to the supply of goods/services under this account so that Seismic Arc Ltd may treat the directors as though they had personally purchased the goods and services concerned.

Initials .....

date.....