

Hello,

Thank you for enquiring to open a Credit Account with Cleanline Distributors Limited *trading as* CleanlineTasman.

Please note in order to be eligible for a **credit** account, your application must:

- Be for a registered business with an active New Zealand Business Number with the New Zealand companies office
- that has 5 or more employees
- with an anticipated annual spend of \$5000 or more

Please note if your application does not meet the above eligibility criteria your business may still be eligible for a trade cash account.

Please make sure the following steps are completed before emailing or posting your Credit Application Form for processing.

- 1 Please complete page one and two in full to ensure that there are no delays in processing your application. Incomplete forms will be returned.
- 2 Credit References need to be trading businesses that you hold a 30 day credit account with. Note: Energy/Phone/Gas companies are not suitable.
- 3 On page 2, both the Applicant and the Guarantor sections **must** be signed and witnessed.
- 4 Please initial at the bottom corner of each of the 4 pages as indicated.
- 5 Please scan or email copy for processing
- 6 Please return the original form by post.

We thank you for your time in completing the Credit Application Form. Together we look forward to building a strong business relationship.

Kind Regards,

Warwick Judd

General Manager

OFFICE USE: ACCOUNT CODE:		DATE OPENED:		REP:	
CIRCLE OPTION: Partnership		Ltd Company		Co. Incorpor No.	
CIRCLE OPTION: Other					
NZ BUSINESS NUMBER:					
LEGAL NAME:					
TRADING NAME: (ie. Name under which the Account will be opened)					
POSTAL ADDRESS:					
					POST CODE
DELIVERY ADDRESS: (Place of Business)					
PHONE NUMBER(S):			AFTER HOURS OR MOBILE		
EST YEARLY PURCHASE:(circle) \$1-5k \$5-10k \$10-20k \$20-30k \$30-40k \$40-50k \$50-65k \$65-80k \$80-99k \$100k+					
PURCHASING CONTACT:			A/C PAYABLE CONTACT:		
COMPANY EMAIL ADDRESS:			ACCOUNTS EMAIL ADDRESS:		

FOR ALL CUSTOMERS:

Name of Proprietors/Directors/Partners/Trustees of Trust –		
1. FULL NAME:	DOB:	PHONE NUMBER:
RESIDENTIAL ADDRESS:		
2. FULL NAME:	DOB:	PHONE NUMBER:
RESIDENTIAL ADDRESS:		
3. FULL NAME:	DOB:	PHONE NUMBER:
RESIDENTIAL ADDRESS:		
YEARS IN BUSINESS:	TYPE OF BUSINESS:	
BANK:	BRANCH:	
SOLICITOR'S NAME:	FIRM:	
ACCOUNTANT'S NAME:	FIRM:	
REGISTERED OFFICE:	YEAR REGISTERED:	
INCORPORATED SOCIETIES: Y/N	SHAREHOLDERS & NUMBER OF SHARES HELD:	
Trade Credit Account References – List three previous/current Businesses trading with and their phone numbers:		
1.		
2.		
3.		

THE CUSTOMER:

- a) Acknowledges that it has read and understood this Application for Credit Account (*Application*) and the Credit and Security Terms (*Credit Terms* with the Application and the Credit Terms together being *Agreement*) and agrees that this Agreement applies to the supply of Goods by CLEANLINE DISTRIBUTORS to the Customer and the operation of the Customer's Credit Account and that no other terms apply to the supply of Goods by CLEANLINE DISTRIBUTORS to the Customer unless CLEANLINE DISTRIBUTORS has specifically agreed in writing
- b) Confirms that the information provided is true and correct and acknowledges that CLEANLINE DISTRIBUTORS may terminate the Agreement and close the Credit Account if the information is incorrect.
- c) Confirms that no information has been withheld which CLEANLINE DISTRIBUTORS should be aware of in considering the Application.
- d) Accepts that CLEANLINE DISTRIBUTORS may obtain, use and disclose information for credit assessment, debt collection and marketing information in the "Information Use" section in the Agreement
- e) Agrees to provide CLEANLINE DISTRIBUTORS a security interest in the Goods and its present and after acquired property as provided for in this Agreement, which CLEANLINE DISTRIBUTORS may register on the Personal Property Securities Register.
- f) Acknowledges that the signatory has authority of the Customer to sign the Application.

Initial.....

SIGNED BY THE APPLICANT(S):

Signatures: 1. 3.
 2. 4.
 PRINT Full Name: 1. 3.
 2. 4.
 Office Held: 1. 3.
 2. 4.
 In the presence of: Occupation:
 Full Name of Witness: Signatures:
 Address:
 Dated this day of 20

- FAILURE TO COMPLETE THE APPLICATION IN FULL WILL RESULT IN CREDIT BEING REFUSED -

GUARANTEE AND INDEMNITY IN FAVOUR OF CLEANLINE DISTRIBUTORS:

The Customer (if requested to do so) must provide guarantors acceptable to CLEANLINE DISTRIBUTORS

DEFINITIONS:

"Credit Account" means the Credit Account provided by CLEANLINE DISTRIBUTORS at the request of and for the Customer to enable receipt of Goods prior to payment.
 "Customer" means the person or legal entity described in The Application for Credit Account.
 "Demand" means demand made in writing by an employee, or agent of CLEANLINE DISTRIBUTORS to the guarantor's Address for Service.
 "Goods" means chemical products, equipment, any other products and business services supplied by CLEANLINE DISTRIBUTORS pursuant to orders placed by the Customer.
 CLEANLINE DISTRIBUTORS means CLEANLINE DISTRIBUTORS LIMITED.

GUARANTEE AND INDEMNITY

In Consideration of CLEANLINE DISTRIBUTORS supplying and continuing to supply Goods to (the Customer).

I/We jointly and severally:

1. Guarantee the due and punctual payment to CLEANLINE DISTRIBUTORS by the Customer, in the manner and at the times agreed between CLEANLINE DISTRIBUTORS and the Customer, or in the event that no time shall have been agreed then upon demand, of all monies which are presently owing or which may in future become owing to CLEANLINE DISTRIBUTORS by the Customer, in respect of Goods supplied by CLEANLINE DISTRIBUTORS to the Customer, or which may otherwise become payable by the Customer to CLEANLINE DISTRIBUTORS (such monies being *Guaranteed Monies*) and agree that I/we will pay all such Guaranteed Monies to CLEANLINE DISTRIBUTORS on demand.
2. Agree:
 - 2.1 That CLEANLINE DISTRIBUTORS may at any time in its discretion and without giving notice refuse further credit to the Customer.
 - 2.2 To be bound as principal debtor(s) and that the liability of me/each of us under this Guarantee shall not be released by any delay or other indulgence or concession which CLEANLINE DISTRIBUTORS may grant to the Customer or any compromise which CLEANLINE DISTRIBUTORS may reach or variation CLEANLINE DISTRIBUTORS may agree with the Customer or me/any of us, or by any other act, matter, circumstance of law whereby I/we would but for the provision of this clause have been released from my/our liability under the Guarantee.
 - 2.3 I/we will not in any way compete with CLEANLINE DISTRIBUTORS for payment in the event of Bankruptcy or liquidation of the Customer.
 - 2.4 This Guarantee is in addition to, and not in substitution for, any other security or rights which CLEANLINE DISTRIBUTORS may presently have or may subsequently acquire and this Guarantee may be enforced against me/each of us without having recourse to any such securities or rights and without making demand or taking proceedings against the Customer or the other of us.
 - 2.5 This guarantee shall bind my/our respective personal representatives.
 - 2.6 CLEANLINE DISTRIBUTORS may, in the event of default in payment by the Customer and the Guarantor(s) complete and register an all obligations mortgage (Registrar General of Land approval 1998/2072) and/or caveat at my/our cost over any of my/our property to secure monies owed by the Customer to CLEANLINE DISTRIBUTORS and for that purpose I/we irrevocably appoint the manager of CLEANLINE DISTRIBUTORS as my/our attorney for the purpose of completing the mortgage and/or caveat.
 - 2.7 Independently of, and in addition to, the Guarantee, to indemnify CLEANLINE DISTRIBUTORS against all damages, claims and losses (including cost on a solicitor-own client basis) which CLEANLINE DISTRIBUTORS may suffer or incur as a result of any failure by the Customer to make due and punctual payment of the Guaranteed Monies or otherwise comply with its obligations to CLEANLINE DISTRIBUTORS whether or not the liability of the Customer is or has become void or unenforceable for any reason and whether or not the foregoing Guarantee shall be void or unenforceable against me/us or any of us for any reason.
 - 2.8 This Guarantee and Indemnity shall be an unconditional and continuing Guarantee and Indemnity and shall be irrevocable and shall remain in full force and effect until all the Guaranteed Monies owing to CLEANLINE DISTRIBUTORS by the Customer and all the obligations under the Credit Account have been fully paid, satisfied or performed.

GUARANTOR 1:

SIGNED:
 Full Name:
 Address for Service:
 SIGNATURE OF WITNESS:
 Name of Witness:
 Present Address:
 Occupation:

GUARANTOR 2:

SIGNED:
 Full Name:
 Address for Service:
 SIGNATURE OF WITNESS:
 Name of Witness:
 Present Address:
 Occupation:

EXECUTED as a Deed this day of 20..... EXECUTED as a Deed this day of 20

I/we acknowledge that CLEANLINE DISTRIBUTORS has recommended that I/we obtain independent legal advice as to the effect this Guarantee and Indemnity and the potential liability faced by me/us as guarantor(s) and indemnifier(s): I/we confirm that I/we have obtained, or elected not to obtain, such independent legal advice and have agreed to provide the Guarantee and Indemnity.

Guarantor 1: Guarantor 2:

Note: Where the Applicant is a Company or a Partnership or a Trust, all Directors/Partners/Trustees are required to sign the Application Initial.....

THE CREDIT AND SECURITY TERMS:

Please read the following Terms and Conditions carefully. They apply to the Goods supplied by CLEANLINE DISTRIBUTORS at the request of the Customer.

DEFINITIONS: Unless the context requires otherwise, terms defined in the body of this Agreement shall have that meaning throughout this Agreement and:

"Address for Service"	means the Postal address or Fax number last notified by the Customer.
"Agreement"	means the Application and the Credit Terms
"Application"	means the Application for Credit Account made by the Customer.
"Credit Account"	means the Credit Account provided by CLEANLINE DISTRIBUTORS at the request of and for the Customer to enable receipt of the Goods prior to payment.
"Credit Terms"	means these Credit and Security Terms.
"Customer"	means the person or legal entity described in the Application, buying the Goods from CLEANLINE DISTRIBUTORS.
"Default Event"	means an event where – <ol style="list-style-type: none">the Customer fails, or in CLEANLINE DISTRIBUTORS' opinion is likely to fail, to comply with the terms of the Agreement, or any other contract with CLEANLINE DISTRIBUTORS; orthe Customer commits an act of bankruptcy; orthe Customer enters into any composition or arrangement with creditors; orif the Customer is a company:<ol style="list-style-type: none">the Customer does anything which would make it liable to put into liquidation, or has liquidators or voluntary administrators appointed; orfails to provide a certificate of solvency within 10 days of receiving a written demand from CLEANLINE DISTRIBUTORS; ora receiver or statutory or official manager is appointed over all or any of the Customers assets; ora resolution is passed or an application is made for the liquidation of the Customer; orthe ownership or effective control of the Customer or the Customers business is transferred or the nature of the Customers businesses materially altered.
"Due Date"	means the date notified by CLEANLINE DISTRIBUTORS to the Customer by which payment must be made and if no date is specified the 20th day of the month following the date of the invoice.
"Goods"	means chemical products, equipment, any other products and business services supplied by CLEANLINE DISTRIBUTORS pursuant to orders placed by the Customer.
"PPSA"	means the Personal Property Security Act 1999.
"Price"	means the Purchase Price of the Goods and any other costs payable by the Customer under the Agreement.
"Sum Owing"	means the Price charged by CLEANLINE DISTRIBUTORS for the Goods and any other amounts which CLEANLINE DISTRIBUTORS is entitled to charge under the Agreement and any other amounts owing by the Customer to CLEANLINE DISTRIBUTORS.
"CLEANLINE DISTRIBUTORS"	means CLEANLINE DISTRIBUTORS LIMITED and any duly authorised agent.

PRICE

- The Customer shall pay the Price stated on the invoice issued by CLEANLINE DISTRIBUTORS.
- The Customer shall pay any Goods and Services Tax and any other taxes, duties and levies payable in respect of the Goods at the date of the invoice.
- CLEANLINE DISTRIBUTORS may impose a credit limit at its discretion, and alter the credit limit without notice. Where the credit limit is exceeded, CLEANLINE DISTRIBUTORS reserves the right to refuse supply of Goods to the Customer.
- The Customer shall pay the Sum Owing to CLEANLINE DISTRIBUTORS in full without any deductions, whether by way of set off counter claim, or any other equitable legal claims.

PAYMENT

- The Customer shall pay all amounts due to CLEANLINE DISTRIBUTORS on the Due Date.
- CLEANLINE DISTRIBUTORS may apply any payment received from or on behalf of the Customer in reduction of the Sum Owing as CLEANLINE DISTRIBUTORS thinks fit and may, in CLEANLINE DISTRIBUTORS' sole discretion, set-off any amount owing by CLEANLINE DISTRIBUTORS to the Customer against any amounts owing by the Customer to CLEANLINE DISTRIBUTORS.
- The Customer accepts:
 - that CLEANLINE DISTRIBUTORS continues to supply the Goods on condition that all payments received by CLEANLINE DISTRIBUTORS from Customer are valid and made in the ordinary course of the Customer's business.
 - CLEANLINE DISTRIBUTORS receives all payments in the ordinary course of the Customer's business in good faith and in the reasonably held belief as to the validity of those payments unless and until the Customer gives notice in writing to CLEANLINE DISTRIBUTORS:
 - of the Customer's inability to pay its due debts; and
 - that the Customer's purpose in making such payment is to enable CLEANLINE DISTRIBUTORS to receive more towards satisfaction of the Sum Owing than it would otherwise have received or have been likely to have received in any liquidation/insolvency of the Customer and until receipt of such notice CLEANLINE DISTRIBUTORS shall be entitled to assume that all payments received from the Customer are made in the ordinary course of the Customer's business.

DELIVERY

- Delivery shall be completed upon the transfer of possession of the Goods to the Customer or the Customer's agent.
- CLEANLINE DISTRIBUTORS shall not be liable for any loss, cost, or damage incurred by the Customer arising from failure to deliver, refusal to deliver or defective delivery of the Goods.
- When CLEANLINE DISTRIBUTORS is to deliver the Goods on the date specified by the order of the Customer but the Customer does not take delivery when requested by CLEANLINE DISTRIBUTORS to do so, CLEANLINE DISTRIBUTORS shall be entitled to invoice the Customer for, and the Customer shall be liable to pay for the Goods.

OWNERSHIP, RISK AND SECURITY AGREEMENT

- Risk of any loss, damage or deterioration of or to the Goods passes to the Customer on delivery.
- Ownership of the Goods remains with CLEANLINE DISTRIBUTORS and does not pass to the Customer until the Customer:
 - Pays the Sum Owing to CLEANLINE DISTRIBUTORS; or
 - Re-sells the Goods in accordance the Agreement.
- While ownership of the Goods remains with CLEANLINE DISTRIBUTORS:
 - The Customer must store them separately, not mix them and identify them as belonging to CLEANLINE DISTRIBUTORS.
 - The Customer shall keep the Goods free from any security interest, lien or other encumbrance apart from any security interest created by this Agreement.
 - As the Customer's Agent (and pursuant to an irrevocable license granted by the Customer), CLEANLINE DISTRIBUTORS may enter the premises where the Goods are stored and remove them, without being responsible for any damage caused and the Customer shall indemnify CLEANLINE DISTRIBUTORS against any claim or costs arising from such action.
 - CLEANLINE DISTRIBUTORS may re-sell any of the Goods and apply the proceeds of sale in reduction of the Sum Owing.
- In the event that the Customer re-sells or uses the Goods before ownership of them has passed to the Customer, then the proceeds of such sale or use shall be received and held by the Customer (in whatever form) upon trust for both the Customer and CLEANLINE DISTRIBUTORS. CLEANLINE DISTRIBUTORS' interest as beneficiary under that trust shall be that portion of the proceeds which does not exceed the Sum Owing. The balance of the proceeds (if any) shall be the Customer's beneficial interest under that trust.
- Personal Property Securities Act:
 - Notwithstanding any other provision of this Agreement, the Customer agrees and grants to CLEANLINE DISTRIBUTORS:
 - A purchase money security interest (as that term is defined in the PPSA) in the Goods supplied, and the proceeds of them, as security for payment for the Goods and for any other amounts owing by the Customer to CLEANLINE DISTRIBUTORS from time to time; and
 - A security interest in all of the Customers present and after acquired property pursuant to s36(1)(b)(iii) of the PPSA.
 - The Customer must advise CLEANLINE DISTRIBUTORS immediately of the happening or likely happening of a Default Event, or any action or intended action of which it may become aware by any third party affecting CLEANLINE DISTRIBUTORS' security interest.
 - The Customer undertakes to comply with any request by CLEANLINE DISTRIBUTORS to enable CLEANLINE DISTRIBUTORS to obtain a perfected security interest in all of the Goods and all the Customer's present and after acquired property to secure payment of the Sum Owing.
 - The Customer waives the right to receive a copy of any verification statement confirming registration of a Financing Statement or a Financing Change Statement as defined under the PPSA relating to any security interest created by this Agreement.
 - The Customer agrees that nothing in s14(1)(a), s133 and s134 PPSA shall apply to this Agreement or the Security Interest under this Agreement and that it waives the Customer's rights under s116, s121, s125, s129, s131 and s132 of the PPSA
- CLEANLINE DISTRIBUTORS may commence an action for the Price of the Goods sold even where ownership of the Goods may not have passed to the Customer.

FREE ON LOAN EQUIPMENT OR DISPENSERS

- Where any equipment (*Equipment*) is provided on an ongoing loan basis, free of charge, it is to be used solely for the purpose of dispensing products supplied by CLEANLINE DISTRIBUTORS.
- Any Equipment remains the permanent property of CLEANLINE DISTRIBUTORS, who will inspect same periodically. CLEANLINE DISTRIBUTORS may register its security interest in such Equipment under the PPSA and clause 15 of this Agreement shall apply.
- The Customer agrees to report any operational problems, malfunctions or damage, to CLEANLINE DISTRIBUTORS immediately.

Initial.....

20. The Equipment is of commercial or industrial type and to the fullest extent permitted by law:
 - 20.1 All representation, warranties and conditions relating to the equipment not expressly set out in this Agreement, are hereby excluded.
 - 20.2 CLEANLINE DISTRIBUTORS shall not be liable for any loss, damage or injury relating to the Equipment (including any consequential or ancillary loss, damage or injury) whatsoever.
21. The Customer shall be responsible for any loss or damage to the Equipment, howsoever caused, and shall reimburse CLEANLINE DISTRIBUTORS on demand for any such loss or damage.
22. If the Equipment is removed within 24 months of installation, the Customer shall reimburse CLEANLINE DISTRIBUTORS for all installation costs on demand.
23. Any cost incurred in removing the Equipment and returning property to its original condition i.e. walls, benches, etc. will be borne by the Customer and such amounts shall be payable to CLEANLINE DISTRIBUTORS on demand.

INSTALLATION

24. Where the Goods require installation into the Customer's premises and CLEANLINE DISTRIBUTORS has agreed to install the Goods, the Customer shall provide CLEANLINE DISTRIBUTORS with access to the premises, and all reasonable assistance (including without limitation, the provision of the electricity, lighting and water) and provide suitable location within the premises, so that the Goods may be installed.
25. Any installation shall be performed during normal working hours unless expressly agreed otherwise by the parties.
26. The Customer shall:
 - 26.1 Be solely responsible for any loss or damage suffered by CLEANLINE DISTRIBUTORS, its employees or agents, whilst installing the Goods at the Customer's premises, and for any loss, cost, expense or damage incurred by the Customer arising from such installation.
 - 26.2 Undertake to obtain, at their own cost, any necessary permits, licences, consents or approval (including any building consents) required to erect or install the Equipment at the Customer's premises and to undertake any testing that may be required after the Equipment has been erected or installed.

CLAIMS AND LIABILITY LIMITATION

27. To the greatest extent permitted by law, CLEANLINE DISTRIBUTORS expressly:
 - 27.1 Excludes all warranties, descriptions, representations or conditions whether implied by law, trade, custom or otherwise and whether relating to fitness, merchantability, suitability for purpose, or otherwise and all specific conditions even though such conditions may be known to CLEANLINE DISTRIBUTORS;
 - 27.2 Excludes liability in any way to the Customer or any third party, whether in tort (including negligence), contract, or otherwise, for any loss or damage whatsoever, whether direct, or indirect, special, or consequential arising from the Goods, or Equipment, or the supply of the Goods or Equipment, or installation thereof, by CLEANLINE DISTRIBUTORS;
 - 27.3 States, and the Customer agrees, that CLEANLINE DISTRIBUTORS's liability in respect of any order of the Goods shall be limited to the Price of the Goods.
28. CLEANLINE DISTRIBUTORS may at its complete discretion, replace or give credit for the Goods supplied and established to be defective provided that:
 - 28.1 Any claim must be notified to CLEANLINE DISTRIBUTORS within seven days of delivery of the Goods together with all supporting documentation;
 - 28.2 All claims must specifically identify the defect and, where possible in relation to Goods be accompanied by the defective Goods or a sample and;
 - 28.3 The Customer shall take all steps to ensure that CLEANLINE DISTRIBUTORS has every opportunity to investigate the claim.
29. If at any time the Customer expressly or by implication holds itself out as acquiring from CLEANLINE DISTRIBUTORS the Goods for resale or the Goods for the purpose of a business, all supplies of the Goods to the Customer by CLEANLINE DISTRIBUTORS shall be deemed to be for the purpose of the Customer's business (as that latter term is defined in the Consumer Guarantees Act 1993). In such event as between CLEANLINE DISTRIBUTORS and the Customer the Guarantee provisions of the Consumer Guarantees Act 1993 are expressly excluded and shall not apply to any supplies of the Goods by CLEANLINE DISTRIBUTORS to the Customer.

DEFAULT

30. Should a Default Event occur CLEANLINE DISTRIBUTORS may suspend or terminate the Agreement and the Credit Account, and the Sum Owing shall immediately become due and payable notwithstanding that the Due Date has not arisen.
31. If the Customer does not pay the Sum Owing by the Due Date:
 - 31.1 CLEANLINE DISTRIBUTORS may charge a default interest at the default rate of 24% per annum in respect of the Sum Owing. Such interest shall accrue on a daily basis from the Due Date until payment is full and is charged by way of damages for failure to pay and does not imply the granting of, or extension of credit by CLEANLINE DISTRIBUTORS to the Customer.
 - 31.2 CLEANLINE DISTRIBUTORS may disallow any discounts.
 - 31.3 The Customer shall be liable to pay all collection expenses, and legal costs as between solicitor and client, of CLEANLINE DISTRIBUTORS as a consequence of a Default Event.

INFORMATION USE

32. The Customer agrees that:
 - 32.1 The personal information provided, obtained and retained by CLEANLINE DISTRIBUTORS about the Customer will be held and used for any or all of the following purposes including determining eligibility for credit, the supply of the Goods, the marketing of goods and services including market research, enforcing debt and legal obligations under the Agreement.
 - 32.2 This Agreement is the Customer's irrevocable authority to CLEANLINE DISTRIBUTORS to use the personal information for the purposes in clause 32.1 and to provide any personal information (along with details of any dealing between the Customer and CLEANLINE DISTRIBUTORS) to any third party and to obtain any information concerning the Customer from any other source.
 - 32.3 The Customer must notify CLEANLINE DISTRIBUTORS of any changes in circumstances that may affect the accuracy of the information provided by the Customer to CLEANLINE DISTRIBUTORS. If the Customer is a natural person the Customer has rights of access to, and correction of any personal information held by CLEANLINE DISTRIBUTORS.

ASSIGNMENT/CANCELLATION

33. CLEANLINE DISTRIBUTORS shall be entitled to assign to any other person or company all of its rights in respect of all or any part of the Sum Owing and the assignee shall be entitled to claim all or any part of the Sum Owing and shall have the same rights of recovery as CLEANLINE DISTRIBUTORS.
34. CLEANLINE DISTRIBUTORS shall be entitled to cancel all or any part of this Agreement, or any other contract or contracts with the Customer at any time with or without prior notice. Any such cancellation shall be without prejudice to CLEANLINE DISTRIBUTORS' other rights and remedies including, but not limited to, those which may arise from any breach or non-compliance by the Customer.

OTHER AGREEMENTS

35. If there is any inconsistency between the Agreement and any order submitted by the Customer, or any other arrangement between the parties, this Agreement shall prevail unless agreed in writing by the parties.

WAIVER

36. If at any time CLEANLINE DISTRIBUTORS does not enforce the Agreement, or grants the Customer time or other indulgence, CLEANLINE DISTRIBUTORS shall not be construed as having waived the Agreement or its right to later enforce the Agreement.

TERMS SEPARATELY BINDING

37. Each term of the Agreement is separately binding. Where any provision is void, unenforceable or otherwise ineffective by operation of law the enforceability or effectiveness of the remaining provisions shall not be affected.

CHANGING THE AGREEMENT

38. CLEANLINE DISTRIBUTORS may add, change or remove terms from these Credit Terms at any time. Any such changes will be incorporated into this Agreement and will be binding on the Customer without the consent of the Customer. CLEANLINE DISTRIBUTORS will advise when changes are to take effect by notification to the Customer's Address for Service. A copy of the Agreement can be obtained free from CLEANLINE DISTRIBUTORS.

SENDING BILLS AND NOTICES

39. CLEANLINE DISTRIBUTORS will send invoices and other notices to the Address for Service. CLEANLINE DISTRIBUTORS can assume any:
 - 39.1 Invoice or notice has been delivered five days after it has been sent, or
 - 39.2 Fax has been received upon confirmation of transmission.
40. The Customer:
 - 40.1 Must inform CLEANLINE DISTRIBUTORS in writing if the Address for Service changes or the Credit Account is to be closed.
 - 40.2 Remains liable for all bills debited to the Credit Account where CLEANLINE DISTRIBUTORS has not acknowledged in writing receipt of the Customer's instructions to close the Credit Account.

USE OF GOODS

41. The Customer accepts the advice and information provided by CLEANLINE DISTRIBUTORS to the Customer relating to the Goods is given in good faith and based on the information provided by the Customer. The decision to order and use the Goods is that of the Customer.

RETURNS

42. Where CLEANLINE DISTRIBUTORS at its discretion allows the Customer to return the Goods which are not defective or non-complying, CLEANLINE DISTRIBUTORS reserves the right to charge in addition to any delivery costs a return fee equal to 25% of the price. All goods returning must be returned within 7 days complete with original labels and packaging.

CIRCUMSTANCES BEYOND CONTROL

43. CLEANLINE DISTRIBUTORS shall not be liable for any failure to supply the Goods or meet any other obligations owed to the Customer where such failure results from circumstances beyond the control of CLEANLINE DISTRIBUTORS.

LEGAL FORUM

44. The Customer acknowledges that any dispute or legal proceedings between the Customer and CLEANLINE DISTRIBUTORS shall be filed in and be heard either at the Disputes Tribunal or the District Court at New Plymouth or the High Court at New Plymouth. The parties to this Agreement expressly acknowledge that the cause of action or a material part thereof arises within the jurisdiction of the District Court at New Plymouth or the High Court at New Plymouth.

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