

EuroVap Products Limited

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ACCOUNT APPLICATION FORM

IMPORTANT: Please ensure accurate and full information is provided to assist us in identifying you and your company correctly.

CUSTOMER NAME (not trading name) _____ ("The Customer")

TRADING NAME: _____

POSTAL ADDRESS: _____

DELIVERY ADDRESS: _____

CONTACT NAME: _____ **PHONE:** _____ **FAX:** _____

MOBILE: _____ **EMAIL:** _____ **WEBSITE:** _____

NATURE OF BUSINESS: _____ **YEARS IN BUSINESS:** _____

IF YOU ARE A NEW OWNER OR A NEWLY CREATED BUSINESS, PLEASE STATE YOUR PREVIOUS ADDRESS AND OCCUPATION:

PLEASE COMPLETE THIS SECTION IF THE BUSINESS IS A LIMITED LIABILITY COMPANY

COMPANY NUMBER AND REGISTRY: _____ **DATE OF INCORPORATION:** _____

ADDRESS OF REGISTERED OFFICE: _____

CAPITAL ISSUED: \$ _____ **PAID: \$** _____ **OWNER(S)/DIRECTOR(S) DETAILS**

CHRISTIAN NAMES **SURNAME** **HOME ADDRESS** **HOME PHONE**

1. _____

2. _____

3. _____

PLEASE COMPLETE THIS SECTION IF YOU ARE TRADING AS AN INDIVIDUAL, A PARTNERSHIP OR A SOLE TRADER

DATE OF PARTNERSHIP AGREEMENT: _____ **DATE TRADING COMMENCED:** _____

PARTNERS: **CHRISTIAN NAMES** **SURNAME** **HOME ADDRESS** **HOME PHONE** **D.O.B**

1. _____

2. _____

3. _____

TRADE REFERENCES : (If your business is newly established with no trading history, please supply personal references)

COMPANY **CONTACT NAME** **PHONE** **A/C OPEN SINCE**

1. _____

2. _____

3. _____

THE APPLICANT UNDERTAKES AND ACKNOWLEDGES:

1. THAT UNDER THE PRIVACY ACT THE REFERENCES ABOVE ARE AUTHORISED TO PROVIDE A CREDIT OPINION ON THE ABOVE APPLICANT.
2. THAT CREDIT IS GRANTED AT THE DISCRETION OF EUROVAP PRODUCTS LIMITED AND MAY BE WITHDRAWN AT ANY TIME.
3. I/WE HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF TRADE AS PRINTED OVERLEAF OR ATTACHED. I/WE WARRANT TO EUROVAP PRODUCTS LIMITED THAT THE ABOVE INFORMATION IS TO THE BEST OF MY/OUR KNOWLEDGE, INFORMATION AND BELIEF TRUE AND CORRECT AND THAT I/WE AM/ARE DULY AUTHORISED TO ENTER INTO THIS APPLICATION AND FUTURE CONTRACTS ON BEHALF OF THE CUSTOMER. I/WE ALSO ACKNOWLEDGE THAT PURSUANT TO THE PERSONAL GUARANTEE CONTAINED IN THE TERMS AND CONDITIONS OF TRADE THAT, WHERE RELEVANT, I/WE AM/ARE ALSO SIGNING THIS APPLICATION FORM IN MY/OUR PERSONAL CAPACITY.

(PRINT) **NAME OF APPLICANT:** _____ **DESIGNATION:** _____

SIGNATURE OF APPLICANT: _____ **DATED THIS** _____ **DAY OF** _____ **20** _____

PLEASE ENSURE TO INITIAL THE BOTTOM OF PAGE 2 WHEN READ

EUROVAP PRODUCTS LIMITED

1. DEFINITIONS

- 1.1 "Eurovap" shall mean Eurovap Products Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Eurovap.
- "Products" shall mean:
- 1.3.1 all Products of the general description specified on the front of this agreement and supplied by Eurovap to the Customer; and
 - all Products supplied by Eurovap to the Customer; and
 - all inventory of the Customer that is supplied by Eurovap; and
 - all Products supplied by Eurovap and further identified in any invoice issued by Eurovap to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - all Products that are marked as having been supplied by Eurovap or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Eurovap.
- The above descriptions may overlap but each is independent of and does not limit the others.

- 1.4 "Products" shall also mean all products, services and advice provided by Eurovap to the Customer including without limitation the importing, distribution, exporting, supply, manufacture installation and servicing of hospitality products and all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of products and services by Eurovap to the Customer.

- 1.5 "Price" shall mean the cost of the Products as agreed between Eurovap and the Customer and includes all disbursements eg charges Eurovap pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by Eurovap from the Customer for the supply of Products shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Eurovap to collect, retain and use any information about the Customer, or for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products provided by Eurovap to any other party.
- 3.2 The Customer authorises Eurovap to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current amount as such Products are sold by Eurovap at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of Eurovap between the date of the contract and delivery of the Products.

5. PAYMENT

- 1.3 Unless otherwise agreed payment for Products shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Eurovap in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- A deposit of between 10% to 50% may be required.

6. QUOTATION

- 6.1 Where a quotation is given by Eurovap for Products:
- 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
- The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
- Eurovap reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Products are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products.

7. RISK

- 7.1 The Products remain at Eurovap's risk until delivery to the Customer.
- 7.2 Delivery of Products shall be deemed complete when Eurovap gives possession of the Products directly to the Customer or possession of the Products is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.
- 7.3 The time agreed for delivery shall not be an essential term of this contract unless the Customer gives written notice to Eurovap making time of the essence.

8. AGENCY

- 8.1 The Customer authorises Eurovap to contract either as principal or agent for the provision of Products that are the matter of this contract.
- 8.2 Where Eurovap enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.

9. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- Title in any Products supplied by Eurovap passes to the Customer only when the Customer has made payment in full for all Products provided by Eurovap and of all other sums due to Eurovap by the Customer on any account whatsoever. Until all sums due to Eurovap by the Customer have been paid in full, Eurovap has a security interest in all Products.
- 9.2 Where the Customer has not paid for any Products in its possession property in such Products shall remain with Eurovap and:
- 9.2.1 The Products shall be held by the Customer as bailee; and
- 9.2.2 Title in the Products shall remain with Eurovap until the client has made payment for the Products.

- 9.3 If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with Eurovap until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be deemed to be assigned to Eurovap as security for the full satisfaction by the Customer of the full amount owing between Eurovap and the Customer.

The Customer gives irrevocable authority to Eurovap to enter any premises occupied by the Customer or on which Products are situated at any reasonable time after default by the Customer or before default if Eurovap believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. Eurovap shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Eurovap may either resell any repossessed Products and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Customer's account with the invoice value thereof less such sum as Eurovap reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

Where Products are retained by Eurovap pursuant to clause 9.4 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

The following shall constitute defaults by the Customer:

Non payment of any sum by the due date.

The Customer intimates that it will not pay any sum by the due date.

Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.

Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Eurovap remains unpaid.

The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.

A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.

Any material adverse change in the financial position of the Customer.

Eurovap has a security interest in any property of the Customer that is in the possession of Eurovap and if any sum due to Eurovap by the Customer on any account whatsoever is not paid in full within seven days of the due date, Eurovap may remove such property and store it in such place and manner as Eurovap thinks fit and at the risk and expense of the Customer.

If the Credit Repossession Act applies to any transaction between the Customer and Eurovap, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

10. SECURITY INTEREST FOR SERVICE PROVIDERS

- 10.1 The customer gives Eurovap a security interest in all of the Customer's present and after-acquired Goods that Eurovap has performed Services on or to or in which goods or materials supplied or financed by Eurovap have been attached or incorporated.

11. PAYMENT ALLOCATION

- 11.1 Eurovap may in its discretion allocate any payment received from the Customer towards any invoice that Eurovap determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Eurovap, payment shall be deemed to be allocated in such manner as preserves the maximum value of Eurovap's purchase money security interest in Products.

12. DISPUTES

- 12.1 No claim relating to Products and services will be considered unless made within seven (7) days of delivery.

13. LIABILITY

- 13.1 The Consumer Guarantees Act 1993, the Commerce Act 1986, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Eurovap which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Eurovap, Eurovap's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

- 13.2 Except as otherwise provided by clause 13.1 Eurovap shall not be liable for:

13.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Customer or another person and whether in contract, or tort (including negligence), or otherwise and whether such loss or damage arises directly or indirectly from products and services provided by Eurovap to the Customer; and

13.2.2 The Customer shall indemnify Eurovap against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Eurovap or otherwise, brought by any person in connection with any matter, act, omission, or error by Eurovap its agents or employees in connection with the products and services.

14. WARRANTY

- 14.1 Manufacturer's warranty applies where applicable.

15. CONSUMER GUARANTEES ACT

- 15.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products from Eurovap for the purposes of a business in terms of section 2 and 43 of that Act.

16. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 16.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Eurovap agreeing to supply Products and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Eurovap the payment of any and all monies now or hereafter owed by the Customer to Eurovap and indemnify Eurovap against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

17. MISCELLANEOUS

- 17.1 Eurovap shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 17.2 Failure by Eurovap to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Eurovap has under this contract.
- 17.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.