

FREIGHT ON BOARD (NZ) LIMITED

PO Box 11802 Ellerslie, Auckland. 2/22A Kalmia Street, Ellerslie, Auckland.
Tele: (09) 303 3941. Fax: (09) 309 8418. Mobile: 0274 958 584
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ACCOUNT APPLICATION FORM

ENTITY DETAILS:

APPLICANT'S FULL LEGAL NAME (i.e. not trading name): ("the Client")

(Please tick) Sole Trader Individual Partnership Ltd Company Other (please state):

Trading as: Postal Address:

Physical Address: Email:.....

Nature of Business: Years in Business:.....

Telephone: Fax:

Contact Name & Position:

OWNERSHIP please insert Owner(s) / Directors Name(s) in full

1: Address:

2: Address:

IF LIMITED LIABILITY COMPANY - Address of Registered Office:.....

Date of Incorporation: Incorporation No:

FINANCIAL & PROFESSIONAL ADVISORS

Shareholders Funds: Paid Up:

Name of Accountant: Solicitor:

Bank:..... Branch: AcctNo:

TRADE / CREDIT REFERENCES			
Company	Contact Name	Phone Number	Account open since

Should Credit be required, please indicate herewith maximum monthly value: NZ \$, so the appropriate Credit Agreement Terms & Conditions can be forwarded.

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 Freight On Board (NZ) 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 Client. 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.

If the applicant is a company then this application form must be signed by the director/s of the company.

1: Signed Print Name Designation

Dated this day of 20.....

2: Signed Print Name Designation

Dated this day of 20.....

1.

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "FOB" shall mean Freight On Board (NZ) Limited, or any agents or employees thereof.
- 1.2 "Client" shall mean the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing products and services from FOB.
- 1.3 "Services" shall mean all freight forwarding services undertaken and customs management arranged by FOB for the Client and shall include without limitation all freight, storage, customs and distributions services and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Services by FOB to the Client.
- 1.4 "Price" shall mean the cost of the Services as agreed between FOB and the Client and includes all disbursements eg charges FOB pay to others on the Client's behalf subject to clause of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by FOB from the Client for the supply of Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Client authorises FOB to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or marketing any Services provided by FOB to any other party.
- 3.2 The Client authorises FOB to disclose any information obtained to any person for the purposes set out in clause .
- 3.3 Where the Client is a natural person the authorities under clauses and 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 Services shall be deemed to be sold at the current amount as such Services are sold by FOB 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 Services that is beyond the control of FOB between the date of the contract and delivery of the Services.

5. PAYMENT

- 5.1 Payment for Services shall be made in full in accordance to Credit Agreement Terms & Conditions.
- 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 FOB in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5 A deposit may be required.

6. WHARF DEMURRAGE AND CONTAINER DETENTION CHARGES

- 6.1 The Client agrees to pay and where appropriate reimburse FOB for all Wharf Demurrage and Container Detention charges.

7. CLIENTS WARRANTY

- 7.1 The Client warrants that it is either the owner or the authorised agent of the owner of any freight which is the subject matter of the Services.
- 7.2 Unless FOB is responsible for packing the Client also warrants that all freight has been properly and sufficiently packed and/or prepared.

8. AGENCY

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

9. DISPUTES

- 9.1 No claim relating to Services will be considered unless made within seven (7) days of delivery.

10. LIABILITY FOR DAMAGE AND LOSS

- 10.1 For the purpose of determining liability for loss or damage to any freight which is the subject of any services provided by FOB, it is agreed that every contract of carriage shall be deemed to be "at limited carrier's risk" as defined by the Carriage of Goods Act 1979.
- 10.2 Subject to clause 10.1 the Client is responsible for keeping freight which is the subject of any Services provided by FOB, insured to its full value at all times. Any claim must be notified within seven (7) days of delivery.

11. CONSUMER GUARANTEES ACT

- 11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Services from FOB for the purposes of a business in terms of section 2 and 43 of that Act.

12. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

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

13. MISCELLANEOUS

- 13.1 Perishable freight which is not taken up immediately on arrival or is insufficiently addressed or marked or otherwise not identifiable may be sold or otherwise disposed of without any notice to the Customer. Non-perishable goods not collected may be sold or returned at FOB's discretion at any time after the expiration of twenty one (21) days from a notice in writing sent to the Customer's last known address. All charges and expenses arising in connection with the sale or disposal of freight shall be paid by the Customer.
- 13.2 FOB shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 13.3 Failure by FOB 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 FOB has under this contract.
- 13.4 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.

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