

Ribbon N Blues



ACCOUNT APPLICATION FORM

We wish to open an account with Ribbon N Blues Ltd. Our trading details are as follows:

Business Name

Business Type:- Company - Partnership - Sole Trader - Trust - Other[Please complete/circle]

Nature of Business e.g. Gift Shop - Gift Baskets - Stationer - Florist - Pharmacy etc

Primary Contact Title

Postal Address Delivery Address

City Post Code City

Phone Fax Mobile

Email *Please note for non-company applicants we must have the full name of the owner, date of birth and residential address.*

Standard Delivery Instructions Private Address

Date of Birth

Interest: Ribbons - Bows - Bags - Boxes - Trims - Paper Rolls - Flat Wrap - Tissue - Cellophane - Other [Circle]

Estimated Annual Purchases \$ Expected Purchasing Frequency per annum

How Would You Prefer Us to Contact You: Sales Rep - Phone - Post - Email - Other [Circle]

How Often Should We Contact You:- Every Months

How Would You Prefer To Contact Us:- Phone - Fax - Email - Post - Other

Three Credit References:-

Business	Contact Name	Phone	Annual Purchase

I/We have read and agree to the Ribbon N Blues Terms of Trade overleaf and certify the information provided herein is correct. I authorise you to check our credit references.

..... Name Title

Signature

**Fax to 0800 RNBFA X = 0800 762329 or
POST to PO Box 25687 St Heliers Auckland 1740**

Terms of Trade

1. General

The terms of trade set out below govern all the supplies of goods ("Products") from Ribbon N Blues ("RNB", "we", "us") to the customer ("you"). They will replace any terms and conditions contained in any document used by you and purporting by you to have contractual effect, and your placing of any order however communicated indicates your acceptance of these RNB terms of trade.

2. Prices and Orders

Prices may be altered without notice. RNB reserves the right to refuse to accept any order or any part of an order and to deliver goods by instalments, in which case each instalment will comprise a separate contract and shall be paid for as if it were a separate order. To be eligible for wholesale pricing, orders must be a minimum of \$60 [ex GST & FPI].

Where additional discounts are offered it is on the understanding the invoice payment will be made strictly by due date otherwise the discount is forfeited.

3. Delivery

Dates given for delivery are not to be treated as conditions of sale but will be kept to as closely as possible. You shall make no claim on the account of late shipment or delivery howsoever caused. Delivery shall be deemed complete when we give you possession or goods are delivered to your designated delivery address and signed for. RNB may withhold delivery of any order where any amount due by you for any previous delivery is overdue and unpaid.

4. Freight

RNB ships goods via courier in order that we can track and trace deliveries. We do not post. RNB operates a flat freight charge system which we believe helps minimise deliveries outside the Auckland metropolitan area. Freight is charged on all orders typically by parcel but we do not charge freight on back-order deliveries.

5. Payment

RNB has sole discretion to determine the amount of credit it will extend to you at any time. Where special pricing or discounts are offered they are offered on the understanding the related invoice will be paid in full by due date otherwise the undiscounted price applies.

You agree to pay for the Products in full without deduction or setoff and to pay GST. If payment is not made in full by the due date, RNB is entitled to charge you interest on the unpaid overdue balance at the rate of 5% per annum above the current overdraft rate charged by RNB's bankers, compounding monthly on the unpaid balance owing on the first day of each month until payment in full is received by RNB. RNB may at its option charge you costs of recovery and suspend delivery of further Products. Notwithstanding clauses above, all payments shall immediately become due to RNB if you become insolvent, commit any act of bankruptcy, or if a receiver, liquidator or statutory manager is appointed over any of your assets or undertaking, or make or attempt to make an arrangement or composition with creditors.

6. Property

Property and ownership in Products will not pass to you but will remain with RNB until we receive full payment for the Products and all other amounts that you owe to RNB for any reason. The Products remain at our risk until delivered to you.

7. Returns

You agree that Products returned to store as not required/not ordered will not be accepted more than 7 days after first delivery to you. Acceptance will be at the sole discretion of RNB and shall be subject to the goods being in a new resalable state and in original wrappers. Should goods not be in a new state and depending on the goods we reserve the right to charge a restocking fee. Custom orders e.g. cut satin, indent shipments, printed ribbon, custom made boxes etc. are excluded from this 7 day returns policy.

8. Indent Orders

Where goods ordered are indented especially for you, you agree that subject to RNB meeting your delivery requirement, such an order once placed cannot be cancelled. In the event you cancel such an order other than for delivery delay, you agree to pay for the order in its entirety by due date. Indent Orders are not returnable as per the Returns policy above unless they do not meet the agreed specification.

9. Foreign Exchange Fluctuations

Where RNB quotes for goods which are required to be indented we may quote an exchange rate at the time of quotation. We reserve the right to alter the price by the amount of the exchange variance from the time of quote until time of order confirmation. Once ordered, unless specified otherwise the quoted price will become fixed.

10. Warranties

Goods are subject to a 30-day warranty from defect. RNB will at its discretion replace any faulty goods or provide you with a credit (or if paid for, a refund) for any faulty Product returned.

11. Limitation of Liability

The provisions of the Consumer Guarantees Act 1993 shall not apply to any supply of Products to you, and the conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or implied by common law will not apply and are excluded from these terms of trade. RNB's liability to you shall be limited to the value of any Products supplied and will not be liable to you for loss or damage of any kind however caused. Neither of us will be liable for any losses of any kind or any delay in performing obligations under these terms of trade caused in whole or in part by force majeure or any other cause beyond our reasonable control.

12. Privacy

You authorise us to collect, retain and use any information about your business or for the purpose of assessing your credit worthiness, enforcing any rights under this contract or marketing any goods provided by us.

13. General

RNB reserves the right to change these terms of trade from time to time. If RNB fails to enforce any terms or to exercise its rights under these terms of trade at any time, RNB has not waived those rights. If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade. This contract shall be governed in all respects by the law of New Zealand.

14. Statements

RNB emails statements. All goods are shipped with an Invoice/Statement as the delivery docket. You cannot receive goods without an invoice being enclosed.