

**LEIANA REI DESIGN LTD
RETAILER ACCOUNT APPLICATION FORM
AND TERMS AND CONDITIONS OF SALE (New Zealand)**



Leiana Reí

Retailer Details

Business Type:	Reg'd Company ____	Incorporated Society ____	Unincorporated Society ____
Registered Name:	_____	Incorporation Number:	_____
Incorporation Date:	_____	Trading Name:	_____
Postal Address:	_____	Delivery Address:	_____
	_____		_____
	_____		_____
Type of Business:	_____	GST Reg No.	_____
Business Phone:	_____	Fax:	_____
Bank/Branch:	_____	Email:	_____
Accountants:	_____		
Address of Reg. Office:	_____		

Full Name and Addresses of Directors:

How long in present business: _____

Value of Initial Order: \$ _____

Credit Limit Required: _____

Terms and Conditions

1 Acceptance

All orders are subject to acceptance and confirmation by LEIANA REI (The Company).

2 Cancellation

Cancellations will not be accepted after confirmation without prior agreement of The Company.

3 Delivery

Every effort will be made to meet these delivery dates, however The Company accepts no liability for any delay caused by shipping strikes, lockouts or any other factor over which it has no control. Costs of delivery will be charged to The Customer unless a prior arrangement has been made.

4 Prices

All prices quoted are exclusive of GST.

5 Claims

All claims for short or incorrect delivery must be advised in writing to The Company within 10 days of dispatch of the goods to The Customer.

6 Payment Terms

Unless otherwise agreed by The Company, prior to dispatch of the relevant merchandise, payment is due on the 20th of the month following date of invoice. Accounts unpaid after that date will be liable to pay a service charge on the balance overdue. The rate of service charge will be determined by The Company from time to time. Receipt by The Company of any cheque or bill of exchange or any promissory note will not be deemed to be payment until it is honoured or cleared. Any legal fees, debt collection, costs and disbursements incurred by The Company in recovering outstanding monies will be recoverable from The Customer. The Company shall be entitled, without notice to terminate any credit arrangements and withhold the supply of goods if The Customer should default on any terms and conditions set down in this agreement.

7 Property and Risk

Ownership of any goods supplied by The Company to The Customer shall not pass to The Customer until The Customer has paid in full all amounts owing to The Company whatsoever however risk in any goods purchased will pass to The Customer on delivery. Until such payment as aforesaid has been made:

a The goods supplied are held by The Customer to be sold by The Customer on behalf of The Company

b The Customer will store/display the goods in such a way that is appropriate for the goods and does not allow damage - any damage to the goods is the full responsibility of The Customer

c If payment is overdue in whole or part in respect of any goods supplied The Company may (without prejudice to any of its other rights) recover or resell them or any of them and may enter (or have a representative of The Company enter) The Customers premises.

d If the goods are resold by The Customer before all amounts owing by The Customer to the Company have been fully paid the proceeds of such resale shall be the property of The Company (but only to the extent of the amounts actually owing).

8 Notices

The Customer indemnifies The Company against loss incurred due to the change of ownership, change of partners, or change of address unless written advice is received by The Company prior to the dispatch of goods.

I(signature) as.....(position in company)

accept these terms and conditions on behalf of.....
(referred to as The Customer)

Date.....

Leiana Rei Design Limited

Complete and fax back to:

Fax: +64 4 385 4546

Enquiries Contact:

Shop: +64 4 802 5073 , or

Workroom: +64 4 802 5074