

TERMS AND CONDITIONS.

1. **Credit:** Baskiville.com Ltd may in assessing my / our application for credit or if the application is accepted and subsequently any payment becomes overdue obtain personal information and seek from a credit agency or other credit provider information about my / our credit arrangement and I / we understand that this information may include my / our credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.
2. The applicant(s) must inform Baskiville.com Ltd in writing within seven days of any change of his / her to their business or corporate structure.
3. Baskiville.com Ltd reserves the right to refuse or withdraw the applicant's) credit facilities at any time in the event that the applicant is in breach of these terms and conditions.
4. All contracts between Baskiville.com Ltd and the applicant(s) shall be deemed to have been entered into in New Zealand and shall be constructed according to current credit law.
5. Baskiville.com Ltd reserves the following rights in relation to any goods provided to the applicant(s) by Baskiville.com Ltd until all accounts owed by the Applicants to Baskiville.com Ltd are fully paid.
 - a) Legal Ownership of goods
 - b) To enter the applicant's) premises of any associated company or agent where the goods are located without liability for trespass or any resulting damage and retake possession of the goods.
6. I / we acknowledge that if the account is overdue, Baskiville.com Ltd at its discretion, reserves the right to refer the account to a Collection Agency for collection and I / we agree to be responsible and to meet all reasonable costs and Commissions incurred employing the said agent to collect the overdue account.
7. I / We acknowledge and agree that the terms of payment are STRICTLY 30 days and in the event the account becomes overdue, Baskiville.com Ltd reserves the right to charge interest on any outstanding amount.
8. Baskiville.com Ltd reserves the right to charge a late accounting fee.
9. Returned Goods: accepted as being defective by Baskiville.com Ltd will upon return be replaced as originally ordered if practical, and refund of any monies paid credited.
10. **General Exemption:** There is no condition or warranty other than that given by the manufacturer, expressed or implied as to the performance of any goods, or that they will be suitable for use under any specific conditions, or fit any specific purpose although such conditions or purpose may be known to the Baskiville.com Ltd.
11. **Delivery:** Any time or date given by the Baskiville.com Ltd for delivery is made in good faith and intended as an estimate and is without responsibility for the consequences of delay.
12. **Indemnity:** The customer shall indemnify Baskiville.com Ltd against loss, damage, or injury suffered by third parties arising out of the use of goods supplied.
12. **Short Supply:** Claims for delivery of incorrect quantities must be written to Baskiville.com Ltd within 10 days of supply. Such occurrence does not permit the Customer to alter the original quantity unless by mutual agreement.
13. **On Approval Goods:** In regard to merchandise sent to a customer for his inspection and evaluation, it shall be expressly understood that in the event of the return, subject goods shall be returned to the seller on a pre-paid basis and shall be in reasonably unused and new condition, or subject to repairs shall be chargeable to the customer.
14. **Engineered Equipment:** Baskiville.com Ltd reserve the right to cancel any order for goods placed against the quotation, should the goods not function when built in accordance with the quoted specifications. In such case, the development costs of the equipment are to be borne by the seller. Baskiville.com Ltd warrant the material and goods supplied to a customer's order for engineered equipment to be as specified and of good quality. No specific time life shall be stated, since the results of good workmanship are of timeless age and good quality properly used, shall be self-evident.
15. **Breakdown and Failures:** Baskiville.com Ltd shall not be held responsible for the breakdown or failure of our installations, where such breakdown or failure is due to overloading, or operation of the equipment outside the limits of the specification, or in an incorrect manner which is outside the control of the seller.
16. **Cancellation:** A contract once having been entered into shall not be broken other by common consent of the parties concerned and on terms and under conditions, laid down by Baskiville.com and the cancellation fee shall be calculated to include all out of pocket expense including labour, materials, services, overhead expense, professional expense, and profit the seller considers equitable in accepting a cancellation.
17. **Title:** a.) Title in and to the goods shall not pass to the purchaser until payment in full for all goods is made. b.) The purchaser acknowledges that until full payment is made for the goods, the purchaser holds the goods as bailee of the seller and that a fiduciary relationship exists between the purchaser and Baskiville.com Ltd. c.) The purchaser acknowledges that if it sells any of Baskiville.com Ltd's goods, it sells the goods as a fiduciary agent of Baskiville.com Ltd provided that such sales shall not give rise to any obligations on the part of Baskiville.com Ltd. The purchaser shall hold the proceeds of sales on trust for the seller and shall hold the proceeds in a separate account.
The title (cont) e.) Until full payment is made for all goods the purchaser's implied right to sell the goods shall immediately terminate upon the happening of the following events.
 - 1.) The purchaser being an individual commits an act of bankruptcy or has a controller or trustee appointed in respect of the purchaser's assets. 2.) The purchaser being a company passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it. 3.) A receiver, receiver and manager, controller or voluntary administrator is appointed over any part of the property or assets of the purchaser. Iv.) Any distress or execution is levied upon or against any of the purchaser's assets; 4.) The purchaser experiences any analogous event having substantially similar effect to any of the events specified above.
18. **Contracts:** Shall be interpreted in accordance with and governed by the laws of New Zealand and the parties herby subject themselves to the jurisdiction of New Zealand courts with appellate jurisdiction therefrom. Contracts are only entered into subject to the foregoing conditions of sale. Unless expressly accepted by Baskiville.com Ltd in writing any terms and conditions which conflict with, or in any respect qualify, or negate these conditions shall be deemed to be inapplicable.
19. **Claims:** No claims will be allowed unless made within 7 days of delivery. No goods accepted for return unless previously discussed and accompanied by a written request for credit.
20. **Price:** a.) Unless otherwise stated in writing the price of goods shall be the price ruling at the date of delivery. b.) Baskiville.com Ltd shall be entitles to adjust the selling price of the goods, with suitable notice to the purchaser prior to the delivery of goods, in the event of and to take account of any increase in the cost of any of the following items that effect the agreed selling price of the goods. 1.) The suppliers price to the seller. 2.) Freight, including cost of carriage. 3.) Insurance 4.)exchange rates. 5.) Quarantine, customs or port charges and duty, charge or levy in respect of the import goods or charges in the classification or value of goods for customs purposes.

I / We acknowledge that the information provided within this application has been read and understood by me us and I / we declare that all the information is true and correct in every detail and I / we acknowledge that if credit is given credit will be provided in reliance upon the information supplied by me us herein.

Signature..... Print Full Name.....Date.....

Signature..... Print Full Name.....Date.....



baskiville.com
GLOBAL ELECTRONIC SUPPLIER

Baskiville.Com Ltd
P O Box 10
16 Methven Chertsey Road
Methven, Mid Canterbury

Phone: 03 302 8703
Fax: 03 302 8706
Email: info@baskiville.com

APPLICATION FOR A CREDIT ACCOUNT

Trade / Business Name:.....

Postal Address:.....

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Delivery Address:.....

.....

.....

Phone Number:.....Fax Number:.....

Principals:.....

(full Christian names and addresses).

.....

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Accounts Department: Name.....

Phone:.....Email:.....

Purchasing Officer: Name.....

Phone.....Email:.....

Credit Reference: Name.....Phone.....

Credit Reference Name.....Phone.....

Credit Reference Name.....Phone.....

I / We wish to open a monthly charge account. In consideration of you allowing me / us to purchase goods or use your services on credit, I / We hereby agree to your TERMS AND CONDITIONS of sale, as stated on the agreement form on your Website.

Signed:.....