

**CAPITAL VALVES**

the ultimate solution in flow control

[www.capitalvalves.co.nz](http://www.capitalvalves.co.nz)

Credit Application form

Date	
Company name	
Billing address	
Delivery address	
e-mail address for accounts	
e-mail address for purchasing	
Telephone number	
Cellphone number	
Fax no	
Business type	
Date business started	
Registered office	
Names and address of directors/partners	
Accountant	
Solicitor	
Bank	
GST no	

**STOCKISTS**

- Pressure Reducing*
- Safety Relief*
- Steam Traps*
- Air Vents*
- Vacuum Breakers*
- Steam/Water Mixers*
- Temperature Control*
- Pressure Gauges*
- Actuators*
- Strainers*
- Gauge Glass Mounts*
- Sight Glasses*
- Air Filters*
- Knife Gate*
- Ball*
- Butterfly*
- Piston*
- Gate*
- Globe*
- Check*
- Solenoid*
- Diaphragm*
- Needle*
- Iso/Regulating*
- Radiator*
- Blow Down*
- Plug*
- Float*
- Drainers*
- Humidifiers*
- Steam Separators*
- Gasket Jointing*
- Gland Packing*
- Straub Couplings*
- Assort Fittings*

**SERVICES**

- Workshop*
- Reconditioning*
- Pressure Setting*
- Certification*

Trade references

Company	Telephone no

I have read the "Terms of Trade" agreement

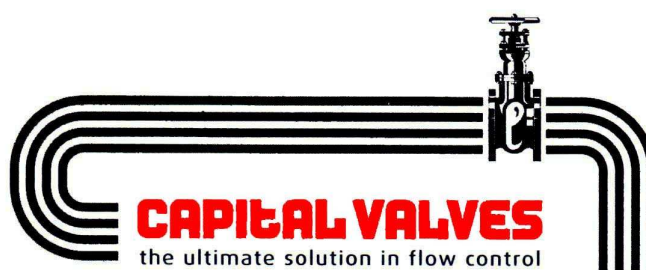
Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**P.O. Box 33-233  
Petone  
New Zealand**

**104 Gracefield Road  
Lower Hutt  
New Zealand**

**TEL: +64 4 568 3193  
FAX: +64 4 568 3196  
EMAIL: sales@capitalvalves.co.nz**



Agreement to Terms of Trade

**DEFINITIONS:**

"The Contract" shall mean the contract between buyer and seller.

"Seller" is Capital Valves 1998 Limited.

"Buyer" means the firm or company by whom the order is given and excludes any person acquiring the goods for personal, domestic or household consumption.

"Goods" are goods or materials which are the subject of the contract.

Consumer Guarantees Act 1993:

Where the provision of the Consumer Guarantees Act 1993 apply, the provisions of these terms of trade will be read subject to the application of that act and in the case of any conflict, the provisions of that act will apply.

**GENERAL:**

Unless otherwise expressly agreed in writing by the seller these conditions of sale shall override any terms or conditions stipulated incorporated or referred to by the buyer. The buyer acknowledges that outside these conditions of sale and the express written terms of the contract the sale evidenced by his order confirmation is subject to the conditions set forth below.

If the seller shall at the buyer's request render any service outside the obligations of the contract such service will be rendered on the strict understanding that no liability shall attach to the seller for any omission, neglect, act whatsoever of any persons rendering that service.

**RISK:**

Goods are at the Purchaser's risk.

- (a) Upon loading the vehicle, where the purchaser arranges their own transport from our store or the goods are sent freight forward on carriers.
- (b) Upon arrival at the destination where goods are delivered by carriers free into store. Unloading goods shall be at purchaser's risk.

NB: The purchaser must check goods at the time risk passes and notify damage which is apparent at that time. The seller will not be liable for defective or damaged goods unless a claim is lodged with us within seven (7) days of risk passing.

**PAYMENT:**

Payment is due no later than the 20<sup>th</sup> of the month following the despatch of goods. In some circumstances payment against sight draft or on receipt invoices will be required. Add on charges e.g. freight, PSC etc will be invoiced net seven days terms. Overdue monies shall bear interest at the rate of 2.0% per month, computed from due date. If invoices are overdue for payment, the seller may withhold delivery of further goods until all monies payable (whether or not yet due for payment) are paid in full or may require payment in advance for such further goods. The buyer agrees that should an overdue amount reach the stage when a solicitor or debt collector is instructed by the Seller the seller will have suffered a loss in respect of time and trouble spent in attempts to collect the debt and instructing the solicitor or debt collector and the buyer agrees to pay this sum as liquidated damages. If a solicitor or debt collector is instructed by the Seller the buyer agrees to pay the solicitor or debt collector's fees and disbursements as charged to the seller in full.

**RETENTION OF TITLE:**

- 1). Ownership Reserved: It is expressly agreed that ownership is reserved and legal and equitable title to and property in all goods supplied or agreed to be supplied by the Seller is and remains vested in the Seller until payment in full has been received by the Seller in respect of such goods and all other moneys owing by the Buyer to the Seller.
- 2). Permitted Sales: Notwithstanding that title to and property in the goods remains with the Seller and irrespective of any period of credit granted by the Seller to the Buyer, the Buyer may sell such goods in which case the following provisions shall apply to each such sale:
  - a). As between the Buyer and the Seller, the Buyer is the Seller's agent or bailee.
  - b). As between the Buyer and the purchaser of each item of goods the buyer sells as principle and not as agent of the Seller.
  - c). The proceeds of sale of each item of goods must be held by the Buyer in a separate bank account in trust for the Seller to the extent of all moneys owing by the Buyer to the Seller and the Buyer is under a fiduciary duty to account to the Seller for such proceeds. This provision applies to the Buyer and its agents and assigns whether or not the buyer is in Bankruptcy, liquidation, statutory management, receivership or has entered into a compromise with its creditors, is insolvent, or is in any adverse financial status or management similar to the above.
  - d). The Buyer must immediately account to the Seller for all proceeds of sale upon the sale of each item of goods irrespective of any items of credit between the Buyer and the Seller.
- 3). Destination of Goods:
  - a). Until an item of goods is sold by the Buyer the Buyer will:
    - i. Clearly designate the items of goods as the property of the Seller and store the items of goods in such a way that is clearly identified as the property of the Seller; and
    - ii. Keep full and complete records of the physical location of each item of goods from time to time and the ownership of each item of goods by the Seller; and
    - iii. Preserve each item of goods in its present form (fair wear and tear expected).

In the event of any doubt as to whether any goods in the possessions of the Buyer belong to the Seller or the Buyer the Seller's decision is final and conclusive in the case of manifest error: The one of proving such error is on the Buyer.

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Safety Relief  
Steam Traps  
Air Vents  
Vacuum Breakers  
Steam/Water Mixers  
Temperature Control  
Pressure Gauges  
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Needle  
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Radiator  
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Humidifiers  
Steam Separators  
Gasket Jointing  
Gland Packing  
Straub Couplings  
Assort Fittings*

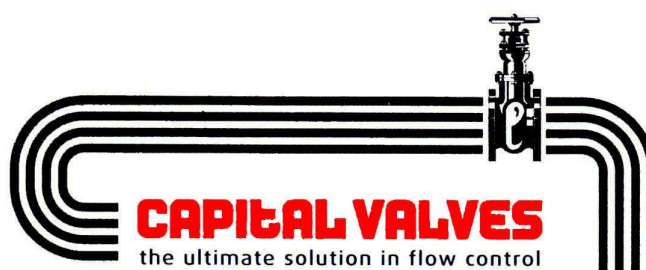
**SERVICES**

*Workshop  
Reconditioning  
Pressure Setting  
Certification*

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#### 4). Altered or Mixed Goods:

- a). This reservation of title and ownership is effective whether or not the goods have been altered from their supplied form, or mixed with other goods.
- b). Where such goods are mixed with other goods and are severable but not identifiable, or incorporated with other goods into another into another products so that they are not severable (whether such mixture or incorporated or loss of identity is as a result of the Buyer's defaults or otherwise), or in any situation where a similar dealing with the goods has resulted in their removal being impossible or impracticable, the Seller is a co-owner of the mixed goods or products in proportion to the contribution made by the goods to such mixed goods are products.

#### 5). Recovery of Goods:

- a). Notwithstanding anything to the contrary in these terms and conditions whether or not there has been a default under a contract of sale between the Seller and the Buyer and whether or not any term of credit has expired, the Seller is irrevocably entitled at any time and from time to time before sale of any item of goods by the Buyer to inspect or to recover and retake possession of such item and otherwise exercise in relation to the goods any of its rights whether those rights are as owner and/or unpaid seller or otherwise and whether those rights are conferred by common law, contract, statute or in any other way.
- b). For such purpose or for the purposes of inspecting each item of goods or ensuring due compliance by the Buyer with the provisions of these terms and conditions the Seller and its agents are now irrevocable authorised to enter any premises of the Buyer or any third party.
- c). The Buyer agrees to indemnify the Seller and its agents for any liability arising from any act of trespass committed by such entry. The Seller and its agents agree to take all reasonable care in removing the goods fitted or installed in such premises but are not liable for any damage or injury to such premises caused by the removal of the goods.
- d). The Buyer agrees to pay the Seller's cost of any removal of goods pursuant to this clause and such costs are recoverable by the Seller from the Buyer as a debt due by the Buyer.
- e). In the event that the goods recovered have been damaged or have sustained a loss in value (whether determined by further sale by the Seller or otherwise) the Seller will be entitled to be compensated by the Buyer for such damage or loss of value and such amount is recoverable by the Seller from the Buyer as a debt due by the Buyer.

#### RETURNS:

No goods will be accepted for return without prior written agreement and such consent must be sought within 14 days from receipt of the goods. Agreement shall always be subject to receipt of the goods free of cost at our store in re-saleable condition, and subject to payment of a service charge of defray administrative and handling costs equal to 10% of the price of the goods returned.

Goods specifically purchased, fabricated or machined at the Buyer's request are not returnable.

#### PRICE:

- a). The agreed price is based upon the rates and conditions ruling at the date of quotation. The Seller reserves the right to vary the agreed price in accordance with any variation in exchange rates, cost of labour, materials, transport, freight and insurances. New Zealand duties, indirect taxes, and other duties, surcharged or other expenses incurred or arising due to circumstances beyond the control of the Seller between the date of quotation and the date of delivery.
- b). All prices are exclusive Sales Tax, G.S.T. or other taxes which if payable are to the Buyer's account.
- c). All bank charges are to the Buyer account.

#### DELAY AND FAILURE TO PERFORM:

- a). The Seller shall not be liable for failure in supply, or delivery occasioned by strike, combination of workmen, lockout, difficulty in processing suitable materials, shortages of stocks, delay in transits, legislation, governmental or other prohibitions or restrictions, fire, flood, hostilities, or other causes whatsoever beyond the Seller's reasonable control.
- b). If failure or delay occurs as aforesaid then and in every case the Seller may at its option either perform the contract or so much thereof as remains unperformed within a reasonable time after the removal of such cause of failure or delay or rescind the contract to the extend it remains unperformed and the Seller shall not thereby incur any liability of any sort whatsoever at the suit of the Buyer or any person claiming by or through or under the Buyer.
- c). The Seller shall not be liable for loss or profit or other consequential loss in the Seller liability (where arising under or out of statute, contract, negligence or otherwise) and shall in no case exceed the price of the good in respect of which any claim may arise will be made.

#### WARRANTY:

- a). All goods will be of merchantable quality unless the contract includes specifications to which the goods are to perform, the goods are not sold as fit for any particular purpose or purposes.
- b). The Seller warrants goods/materials for a period of 3 months after delivery expect where the Seller is acting as an agent for the goods, and further warrants that where the contract includes specifications to which goods are to conform, the goods will substantially confirm with such specification. No claim by the Buyer may be made under this warranty unless in writing and receiving within the said period of 3 months.
- c). Without prejudice to the warranty period specified in part (b), notice in writing of any defect becoming apparent.
- d). The Seller's liability under this warrant shall be limited to replacement or the repair of faulty goods or workmanship or at the Seller's option to damages in an amount not exceeding the contract price.

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