



58 Shakespeare Road, Milford, Auckland  
Box 31-554, Milford, Auckland  
Ph: 09-488 0499 • Ph: 0800 880 499 • Fax: 09-486 0839  
[www.eurosalonsupplies.co.nz](http://www.eurosalonsupplies.co.nz)

## SALON INFORMATION/APPLICATION FOR CREDIT SCHEDULE

TRADING NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

Trading Address: \_\_\_\_\_

\_\_\_\_\_

Postal Address (if different from above): \_\_\_\_\_

Date of Commencement of business: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Bus. Phone Number: \_\_\_\_\_ Bus. Fax Number: \_\_\_\_\_

### NAMES AND ADDRESSES OF OWNERS/SHAREHOLDERS OF THE BUSINESS

(Must be completed for ALL owners of the business – attached separate schedule if required)

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home Ph: \_\_\_\_\_ Mobile: \_\_\_\_\_ Home Ph: \_\_\_\_\_ Mobile: \_\_\_\_\_

### TRADE REFERENCES

Estimated likely monthly purchases from Euro Salon Supplies Ltd: \$\_\_\_\_\_

Name \_\_\_\_\_ Phone No. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

In consideration of Euro Salon Supplies Limited opening a credit account for the above mentioned trading entity, we hereby agree to the attached conditions of sale.

Furthermore we agree that:

- Purchases made will be paid within 14 days of invoice date.
- All goods sold by Euro Salon Supplies Limited shall remain the property of Euro Salon Supplies Limited until all monies owing in respect of the purchase of goods have been fully paid.
- We personally guarantee to pay all monies owing in respect of the purchase of goods from Euro Salon Supplies Limited, including any collection costs and expenses that may be incurred by Euro Salon Supplies Limited in recovering any overdue accounts.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## ORDER TERMS AND CONDITIONS

1. All prices exclude GST (12.5%) and freight.
2. Goods remain the property of Euro Salon Supplies Ltd until payment is received in full.
3. The Company does not supply Goods on a "sale or return" basis. All sales are deemed final.

Euro Salon Supplies Ltd may, at its sole discretion, agree to accept goods to be returned.

Where goods are accepted for return;

- A) You must provide the invoice number(s) relating to the original supply of the product being returned, and
- B) Goods must be returned within seven (7) days of purchase and the goods returned must be unused, in their original packaging, and in good re-saleable condition, and
- C) The cost of freight and any other handling fees must be borne by You, and
- D) A restocking fee of 10% of the original purchase price may be charged where Euro Salon Supplies Ltd deems it appropriate to cover administrative and handling costs.

Where You have ordered Goods from Euro Salon Supplies Limited, and Your order has been accepted, no cancellation or alterations may be made to the order without the express written consent of Euro Salon Supplies Ltd. Euro Salon Supplies Ltd retains the right to charge reasonable costs incurred where the company accepts a cancellation.

Euro Salon Supplies Ltd retains the right to accept or decline any order for Goods in whole or part, and/or to sub-contract the supply of Goods, and nothing in this Agreement shall be negated for failure to deliver the full content of any order.

Any claims for damaged or defective Goods, must be made within 48 hours of delivery of the Goods to You, and the Goods must be held until Euro Salon Supplies Ltd advises in writing that the Goods may be destroyed. Failure to retain defective or damaged Goods until notified in writing that they may be destroyed, may result in Your claim being rejected. Euro Salon Supplies Ltd retains the right to determine whether it replaces or provides a credit to Your account for any Goods found to be damaged or defective.

4. Product listing does not indicate stock on hand availability. Please email to check the availability of items. In the rare instances where stock is unavailable, Euro Salon Supplies Limited will contact You to determine whether:
  - You wish to have the order shipped with only those items that are available, and the items that are unavailable being shipped at a later date, or
  - Whether you wish the order to be shipped only when all items are available, or
  - Whether You wish Euro Salon Supplies to substitute unavailable items with alternative products of the same or higher specifications.

Where unavailable goods are to be supplied at a later date, these goods will be invoiced at the time they are supplied.

Dates quoted for the delivery of the products are approximate only and shall not form part of the contract.

5. Euro Salon Supplies Ltd reserves the right to cancel/refund any order in pending or processing status. The sale transaction is not formed until the goods are despatched.
6. While every effort has been made to ensure accuracy of the information contained in this website, Euro Salon Supplies Ltd will be under no liability whatever to You for any indirect loss and/or liability(including loss of profit) for any errors, other than in respect of pricing.



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# CONDITIONS OF SALE OF EURO SALON SUPPLIES LTD

(Referred to below as "Euro")

## 1. APPLICABILITY

- 1.1 These Conditions of Sale ("the Conditions") apply to the debtor (hereafter referred to as "the buyer") in relation to all goods provided by Euro to the buyer. Such goods may be supplied at the time of execution of this agreement or in the future and shall form part of the Collateral under this Agreement.
- 1.2 References to "Agreement" are references to these Conditions and shall also include any accepted quotation or other correspondence only insofar as it describes Collateral to be supplied to the Purchaser or indicates the Purchaser's assent to this Agreement.
- 1.3 No person acting or purporting to act on behalf of Euro shall have authority to waive or change these Conditions orally, and any waivers or changes have effect only if made in writing and signed on Euro's behalf.

## 2. PRICES

- 2.1 The stated prices (whether listed, quoted or tendered) do not include GST or any other taxes, insurance or freight.
- 2.2 The prices listed are upon rates and conditions ruling at the date of supply unless otherwise specified in writing, and orders are accepted on the understanding that they are changed at the prices ruling at the time of delivery.

## 3. PAYMENT

- 3.1 Payment is due in full within 14 days from date of invoice.
- 3.2 If default is made in payment by the due date Euro may (without prejudice to any other rights it has pursuant to these conditions or by law) withdraw any previously agreed discounts or special terms, and also may charge simple interest of 2% per month (plus GST) from 30 days after the date payment became due until the date Euro receives payment in full. Payments received after due date will be applied firstly to the portion representing interest and secondly to the portion representing purchases.
- 3.3 "Payment" means the receipt by Euro of cleared funds.
- 3.4 Euro shall be entitled to recover any legal and collection costs associated with the recovery of any debts payable.

## 4. OWNERSHIP

- 4.1 Notwithstanding any period of credit, ownership of all goods supplied by Euro shall remain with Euro until all goods supplied (whether under a particular contract or invoice or under any other contracts or invoices) have been paid for in full and all other monies payable to Euro have been paid in full, and until that time the Buyer agrees that-
- 4.2 The Buyer shall hold the goods as bailee for Euro and shall be in a fiduciary relationship with Euro.
- 4.3 The Buyer shall store the goods in such a way that it is clear that they are the property of Euro.
- 4.4 The Buyer is authorized by Euro to dispose of the goods but only as Euro's agent. The Buyer however shall not represent to any third party that it is in any way acting for Euro and Euro shall not be bound by any contract(s) between the Buyer and any third parties.
- 4.5 The proceeds of any sale of goods by the Buyer shall be the property of Euro and shall be kept by the Buyer in a separate account which is clearly identified as containing the proceeds of such sale(s) of Euro's goods.
- 4.6 Whilst the Buyer maybe entitled to a period of credit pursuant to these conditions, it is required to account to Euro for the price of the goods immediately it has on sold and received the proceeds of sale for such goods.
- 4.7 If the Buyer has not paid in full for any goods supplied by Euro by the due payment date Euro or its agent(s) may (without prejudice to any of its other rights) enter the Buyer's premises (or other premises to which the Buyer has access and where any of the goods the subject of the contract are stored) during normal business hours without notice and recover its goods and resell any of them, without incurring any liability to the Buyer or any person claiming through the Buyer. The Buyer may not revoke the permission granted in this sub-clause.

## 5. PERSONAL PROPERTY SECURITIES ACT 1999.

- 5.1 Notwithstanding the foregoing or anything to the contrary contained in this Agreement the parties agree that for the purposes of the Personal Property Securities Act 1999 ("PPSA"):
  - 5.1.1 This Agreement shall constitute a Security Agreement; and
  - 5.1.2 Euro is the Secured Party and has a purchase monies security interest ("a PMSI") in all present and future Collateral supplied by Euro and Euro's security interest shall extend to the proceeds (including accounts receivable); and
  - 5.1.3 Whenever Euro asks the Buyer to do anything to better secure any Collateral which secures or is intended to secure the supply of Collateral from Euro the Buyer must do it immediately at its own cost. This may include signing and delivering documents (including new security documents) and anything else that Euro requires to ensure that Euro has perfected security interests giving Euro priority in the Collateral under the PPSA; and

- 5.1.4 The Buyer agrees that Euro may take whatever action it thinks is appropriate to ensure it has priority in the collateral and agrees to indemnify Euro for any costs it incurs in doing this (for example registration of a financing statement at the Buyers cost); and
- 5.1.5 The buyer waives any rights to receive a copy of the verification statement under section 148 of the PPSA and agrees to the extent permitted by law and in respect of any arrangement between the Buyer and Euro.
  - (a) The Buyer shall have no rights under (or by reference to) section 114(1) or 133 of the PPSA;
  - (b) The provisions of part 9 of the PPSA which are for the benefit of the Buyer or place obligations on Euro shall apply only to the extent that either they are mandatory or Euro agrees to the application; and
  - (c) Where Euro has rights in addition to those in part 9 of the PPSA those rights shall continue to apply.
- 5.1.6 The Buyer must immediately upon request by Euro procure from any person considered by Euro to be relevant to its security position such agreements and waivers (including as equivalent to those above) as Euro may at any time require.

## 6. DELIVERY

- 6.1 Any stated delivery dates are estimates only and Euro shall not be held liable for non-delivery or late delivery, however caused, nor shall the Buyer be entitled to cancel its order.
- 6.2 Euro reserves the right to make partial deliveries and to be entitled to payment for partial deliveries in accordance with these Conditions. Incomplete delivery will not entitle the Buyer to withhold payment for goods.
- 6.3 If the Buyer is unwilling or unable to accept delivery of any goods, Euro may arrange for storage and insurance of the goods as it thinks fit and at the Buyers expense, in which case the goods shall be deemed to be delivered to the Buyer and will be invoiced and payment will become due accordingly.
- 6.4 Prices otherwise stated, delivery to a carrier constitutes delivery to the Buyer.
- 6.5 Without prejudice to its rights, Euro shall be entitled to withhold delivery if it considers the Buyer's creditworthiness to be unsatisfactory.

## 7. RISK

- 7.1 The risk in the goods shall pass to the Buyer upon delivery, and the Buyer will insure the goods for their full replacement value for the benefit of Euro until ownership of the goods has passed to the Buyer.

## 8. BUYER ORDER AND ACKNOWLEDGEMENT

That it is Acquiring for Business Purposes and Not as a Customer.

### The Buyer

- (a) Requests Euro to supply goods and/or services on the terms and conditions contained in this Agreement.
- (b) Acknowledges that it has held out to Euro that it is acquiring from Euro (under this Agreement) for the purposes of a business.
- (c) Acknowledges that it has also held out to Euro that, unless it gives Euro written notice to the contrary, any acquisition it makes from Euro, under this Agreement or otherwise, is for business purposes.
- (d) Acknowledges that to the extent permitted by law the Consumer Guarantees Act 1993 does not apply to this Agreement and any sale made by Euro to the Buyer pursuant to this Agreement.

## 9. CLAIMS

- 9.1 Since methods and conditions of application and use are beyond Euro's control, any liability whatsoever which Euro may be under any implied or express statutory or other representation, warranty, condition or term made in connection with or applying in respect of the quality, state, condition, fitness or properties of any goods supplied by Euro is limited to the replacement of the goods or credit or payment of a price at the option of Euro. In particular it does not extend to consequential loss and it's conditional upon the Buyer making a written claim to Euro within a reasonable time of delivery and returning to Euro a sufficient part of the goods to enable property examination and testing.
- 9.2 No return of goods will be accepted by Euro nor claims recognized unless the packing slip number is quoted. Return of goods will not be accepted unless Euro beforehand agrees the return, nor if the return is made more than 7 days after the receipt of goods. Damage in transit on returned goods is at Buyer's risk.

## 10. INDEMNITY

- 10.1 The Buyer warrants that any design or instruction it requests Euro to follow will not cause Euro to infringe any patent, registered design, trademark, copyright or any other intellectual or industrial right.
- 10.2 Where Euro follows any design or instruction given by the Buyer in 10.1 the Buyer will indemnify Euro against any damages, penalties, costs and expenses for which Euro may become liable.