

## Glass Tools & Accessories 2021 Limited

Po Box 11509 Ellerslie Auckland 1542  
Unit B 38 Hannigan Drive Mt Wellington Auckland  
Ph: 09-527 6885/09-527 1384 Fax: 09-527 6881  
Email: sales@glasstools.co.nz



# ACCOUNT APPLICATION

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer Details: <input type="radio"/> Sole Trader <input type="radio"/> Trust <input type="radio"/> Partnership <input type="radio"/> Company <input type="radio"/> Other:		
Full or Legal Name:		
Physical Address:		Postcode:
Billing Address:		Postcode:
Email Address:		
Phone:	Fax:	Mobile:
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)		
Trading Name:		
Company Number:		Date Incorp. (current owners):
Contact Person:		Phone:
Contact Email:		
Accounts Email:		
Nature of Business:		Number of staff:
Bank:	Branch:	Account Number:
Directors / Owners / Trustee: (if more than two, please attach a separate sheet)		
(1) Full Name:		
Private Address:		Postcode:
	Phone No:	Mobile No:
(2) Full Name:		
Private Address:		Postcode:
	Phone No:	Mobile No:
Trade References: (please provide companies that are willing to do trade references)		
Name	Address	Phone/Fax/Email
(1)		
(2)		
(3)		

I certify that the above information is true and correct and that I accept the supply of credit by Glass Tools Accessories Ltd (if applicable). I have read and understand the **TERMS AND CONDITIONS OF TRADE** (overleaf or attached) of Glass Tools Accessories Ltd which form part of, and are intended to be read in conjunction with this Customer Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.

SIGNED (CUSTOMER): \_\_\_\_\_

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

Position: \_\_\_\_\_

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Terms & Conditions**

Glasstools Limited hereby disclaims and sets forth as follows:

**1. DEFINITIONS**

**1.1** "Seller" means Glasstools Limited, its successors and assigns or any person acting on behalf of and with the authority of Glasstools Limited.

**1.2** "Buyer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Buyer is a reference to each Buyer jointly and severally.

**1.3** "Goods" means all Goods or Services supplied by the Seller to the Buyer at the Buyer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).

**1.4** "Price" means the Price payable for the Goods as agreed between the Seller and the Buyer in accordance with clause 4.

**1.5** "Contract" means the contract between the Seller and the Buyer for the purchase of the Goods.

**2. GENERAL DISCLAIMER**

**2.1** Although the information and recommendations at this GLASSTOOLS LIMITED site are presented in good faith to be correct, GLASSTOOLS LIMITED makes no representations or warranties as to the complete accuracy of the information. Any information is supplied upon the condition that the person receiving it will make their own determination as to its accuracy and its suitability for their purposes prior to its use.

**3. ACCEPTANCE**

**3.1** The Buyer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Buyer places an order for or accepts Delivery.

**3.2** The Seller shall only supply the Goods to the Buyer on the basis that these terms and conditions shall be the conditions of the Contract, together with any terms and conditions contained in any quotation by the Seller or in the Seller's confirmation of order, as the case may be, to the exclusion of all other terms.

The Seller's confirmation of order or quotation and these terms and conditions shall prevail over any terms and conditions of the Buyer.

**3.3** The Buyer agrees that the Seller may amend these terms and conditions at any time. If the Seller makes a change, then that change will take effect from the date on which the Seller notifies the Buyer of such change. The Buyer will be taken to have accepted such changes if the Buyer makes a further request for the Seller to provide Goods to the Buyer.

**4. PRICE**

**4.1** 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 or quoted price in accordance with any variation in exchange rates, costs, labour, materials, transport freight and insurance, NZ duties, indirect taxes and other duties, costs and surcharges 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.

**4.2** All prices are exclusive of sales tax, GST or other taxes which if payable are to the Buyer's account. All information provided on website for sales tax, GST, duties and other shipping and/or handling charges are for information and guarantees are made for their accuracy at time of purchase.

**4.3** All bank charges are to the Buyer's account.

**5. PAYMENT**

**5.1** Unless the Seller has agreed to extend credit to the Buyer, payment is to be made in advance at the time the order is placed by the Buyer. The Seller may retain the Goods or part of the Goods under a lien until the amount owing is paid in full.

**5.2** Where the Seller has agreed to extend credit to the Buyer, payment is to be made in full without set off or deduction by the due date recorded on the invoice.

**5.3** If the Seller does not receive payment in full, without set off or deduction, on or before the due date:

**a.** The Buyer must pay interest on the unpaid amount from the due date for payment until the actual date of payment at the Seller's banker's unsecured commercial overdraft rate plus 5% per annum charged on a daily basis, and a late payment administration fee of NZ\$100 + GST; and

**b.** The Buyer will indemnify the Seller in respect of all costs, fees, damages and expenses incurred by the Seller as a result of the non-payment, including but not limited to the costs of collecting the overdue amounts (including legal costs on a solicitor/client basis); and

**c.** The Seller may without limiting any other right or remedy, suspend or cancel further delivery of goods to the Buyer.

**6 DELIVERY**

**6.1** Delivery of the Goods is taken to occur at the time that the Seller (or the Seller's nominated carrier) delivers the Goods to the Buyer's nominated address even if the Buyer is not present at the address.

**6.2** Any delivery time shall be approximate only and shall not be deemed to be of the essence of the Contract.

**6.3** The Seller reserves the right to deliver by instalments and each instalment is deemed a separate Contract subject to the same terms and conditions herein.

**6.4** Failure to make any delivery and/or defective delivery does not prejudice the right of the Seller to make subsequent deliveries, nor does it entitle the Buyer to refuse to accept the same or to terminate the Contract either as a whole or in part or to any right or claim for damages whether for delay, non-delivery or otherwise.

**6.5** Any claims made by the Buyer in relation to errors, transit damage or short-delivery must be made in writing within three working days of delivery of those Goods. The Seller accepts no liability whatsoever for any claims made after this period.

**7 CANCELLATION**

7.1 If the Buyer cancels any order or refuses to accept all or any of the Goods in an order other than in circumstances permitted in these Terms of Sale, the Buyer will be liable for any resulting damage or loss suffered by the Seller. If the Goods have been or are in the process of being manufactured or produced specifically for the Buyer, the Buyer will pay to the Seller as liquidated damages the full Contract price of the Goods and any costs incurred by the Seller (including without limitation any GST/Taxes) less the current scrap value of the Goods as reasonably determined by the Seller.

#### **8 DISCLAIMER OF WARRANTY**

8.1 The services, information and materials on this website are provided GLASSTOOLS LIMITED expressly excludes and disclaims any and all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

#### **9 DISCLAIMER OF LIABILITY**

9.1 GLASSTOOLS LIMITED shall have absolutely no liability whatsoever in connection with the website services, information, external links or third-party links on this website. GLASSTOOLS LIMITED shall have no liability whatsoever for any errors, omissions or inaccuracies in the information regardless of how caused or for delays or interruptions in delivery of the information, or any decision made or action taken or not taken in reliance upon the information furnished.

9.2 GLASSTOOLS LIMITED accepts no responsibility or liability whatsoever with regard to information on this site as the information is meant to be of a general nature only and is not intended to address the specific circumstances of any particular individual or entity.

9.3 The information provided is not necessarily comprehensive, complete, accurate or up to date; the information is sometimes linked to external sites over which GLASSTOOLS LIMITED has no control and for which GLASSTOOLS LIMITED assumes no responsibility: GLASSTOOLS LIMITED shall have no liability for any loss or injury caused, in whole or in part, by its actions, omissions or negligence, or for any contingencies beyond its control in procuring, compiling or delivering any information. The information is not professional nor does it comprise legal advice (if you need specific advice, you should always consult a suitably qualified professional).

#### **10 DISCLAIMER OF ENDORSEMENT**

10.1 Any reference within external or third party links to any specific commercial products, process or service by trade name, trademark, manufacturer or otherwise, does not constitute or imply endorsement, recommendation or favouring by GLASSTOOLS LIMITED.

10.2 The appearance of external or third party links does not constitute endorsement by GLASSTOOLS LIMITED of the linked web sites or the information, products or services contained therein. GLASSTOOLS LIMITED does not exercise any editorial control over the information you may find at these locations.

10.3 External or third-party links may be provided for the convenience of the users of this site. GLASSTOOLS LIMITED is not responsible for the availability or content of these external or third-party sites and does not endorse, warrant or guarantee any products, services, information, centres or schools described or offered at these links.

#### **11 DISPUTE RESOLUTION**

11.1 GLASSTOOLS trademark is the sole property of Glasstools Limited and any disputes between the Buyer and Seller is to be expressly resolved through the New Zealand regulatory system.

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#### **Privacy Policy**

##### **WHAT IS PERSONAL INFORMATION?**

Personal information is any information about you that identifies you, or by which your identity can be reasonably ascertained.

##### **HOW DO WE COLLECT PERSONAL DATA?**

GLASSTOOLS LIMITED will collect your personal information directly from you whenever possible. This occurs when for example, you request information by telephone, by Internet or by written order.

The interactive facilities located on our website, such as enquiry forms and newsletter sign-up collect personal information.

##### **WHY DO WE COLLECT PERSONAL DATA?**

GLASSTOOLS LIMITED collects personal information from its customers for the following purposes:

- 1/ Managing enquiries
- 2/ Managing/processing an order
- 3/ Receiving feedback
- 4/ Providing customer service.

##### **DO WE DISCLOSE PERSONAL INFORMATION TO ANYONE ELSE?**

GLASSTOOLS LIMITED do not disclose any personal information to any other individual and/or company unless this is required in the process of providing you a product or service, such as your postal address for shipping your frameset.

If we need to disclose your information to another entity, we do not authorize them to use your information for anything other than the purpose we are providing your information.

The law may also compel us to disclose your personal information in situations such as answering a court subpoena or responding to a government authority such as customs department etc.

GLASSTOOLS LIMITED will only transfer personal information overseas in circumstances where we reasonably believe the recipient of the information is subject to legal obligations that are substantially

We may also disclose personal information where you consent to this in writing, verbally or otherwise by implied conduct.