



# Dove Electronics Limited

Head Office  
10 Print Place, Middleton, Christchurch  
PO Box 33-166, Barrington  
Telephone: (03) 338-4722  
Internet: [www.dove.co.nz](http://www.dove.co.nz)

Branch  
145 Taranaki Street, Wellington  
PO Box 6105, Te Aro  
Telephone: (04) 384-3336

Branch  
71 Hugo Johnston Drive, Penrose,  
Auckland  
PO Box 13-103, Onehunga  
Telephone: (09) 525-3102

Thank you for requesting an account application form.

Dove is a wholesale distributor and as such we do not sell to end users. Therefore only bona fide resellers and integrators will be given an account. We generally require some or all of the following to indicate reseller status:

Industry trade references  
GST registration  
Visible market presence

If these are not available or applicable in your case, but you feel a reseller account is warranted please attach a note of explanation to the form. If you are a new business, include some brief details of your business plan, target customers, channel methodology, and background.

It is also helpful if you indicate the payment terms and credit limit you would prefer.

A personal guarantee is requested for applicants wanting credit terms. If this is unsuitable in your case please attach a brief note.

Please print and return (or scan to [accounts@dove.co.nz](mailto:accounts@dove.co.nz)) to us, once completed, signed and the terms and conditions initialed on page 4. We request that you return the forms directly to our Christchurch office.

Please allow up to 7 days from receipt of your application for processing, you will be emailed with details of the account and your website login when the account is opened. If you require the account urgently please let us know.

We look forward to receiving your application in due course.

Yours Sincerely

Dove Electronics Limited



# Dove Electronics Ltd

10 Print Place, Middleton  
 P O Box 33 166, Christchurch  
 Ph: (03) 338 4722  
 E: ch\_sales@dove.co.nz

145 Taranaki St, Te Aro  
 P O Box 6105, wellington  
 Ph: (04) 384 3336  
 E: wn\_sales@dove.co.nz

71 Hugo Johnston Dr, Penrose  
 P O Box 13-103, Auckland  
 Ph: (09) 525 3102  
 E: ak\_sales@dove.co.nz

Date Rec'd / /  
 Terms: Limit: \$

## Account application

Terms requested: Cash  7 Day  20th Month  Credit Limit \$ \_\_\_\_\_

Legal name:

Trading Name (if Different):

Limited Liability  Company No: \_\_\_\_\_ Registered \_\_\_\_\_  
 Please complete the Personal Guarantee. Paid Up Capital: \_\_\_\_\_ office \_\_\_\_\_

Postal Address: \_\_\_\_\_ Delivery Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Website: \_\_\_\_\_

Date Business Commenced: \_\_\_\_\_ GST Registration No.: \_\_\_\_\_

Directors / Proprietors Full name	Address	Date of Birth	Phone

Name of person completing this form: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Position: \_\_\_\_\_ Mobile # \_\_\_\_\_

**Trade References** - Please provide details of three suppliers where you hold monthly accounts

Company	Contact	Phone No.	Email

**Personal Information:** Dove Electronics Ltd will use any personal information on this form for credit, administration, service and marketing purposes. If full information is not provided your application for credit may be declined. You have the right of access to, and to ask for correction of personal information. You further authorise Dove Electronics Ltd to furnish to any third party details of this application and any subsequent dealings that you may have with it as a result of this application being actioned by you and in relation to any account you may have with it. You understand that Dove Electronics Ltd may register a security interest over any goods it supplies to you.

**Customer Declaration:** I/We declare that the above is true and correct. I warrant that I am solvent and able to pay my debts as they fall due. I/We have read Dove Electronics Ltd Terms of Trade (on page 3) and agree to be bound by them. Under the terms of the Privacy Act 2020 I/We authorise any person or company to provide Dove Electronics Ltd with such information as it may require in response to credit and/or other enquiries.

name	Signature	Position	Date

If a company, must be signed by Secretary/Director or duly authorised person and if a partnership, all partners must sign.



**1. ACCEPTANCE AND TERM**

Unless otherwise agreed in writing by Dove Electronics Ltd. ("The Company" or "we" or "us"), the following are the Company's Terms and Conditions of Sale. These, together with any other Terms and Conditions agreed upon in writing between the Company and the Customer ("The Purchaser" or "You") shall apply to all sales of products ("Goods") and services ("Services") by the Company to the Purchaser.

The following Terms and Conditions of Sale are accepted as the conditions applicable to all sales whether or not they appear on invoices or delivery documents. The placing of an order and/or your acceptance of any Goods or Services will (notwithstanding any statement to the contrary by you or your employees or agents) constitute acceptance of these Terms.

**2. PRICE AND ORDER**

- (a) Prices may be altered without notice.
- (b) Dove Electronics Ltd reserves the right to refuse to accept any order or any part of an order, and to deliver goods by instalments, in which case each instalment will comprise a separate contract and shall be paid for as if it were a separate order.
- (c) On all orders placed there is a minimum order value of \$30.00.
- (d) We may at any stage during the continuance of this Agreement request such security or additional security as we in our sole discretion think fit and may suspend, withhold supply of Goods or Services or credit arrangements until such security or additional security shall be obtained.
- (e) You must not withhold payment or make any deductions of any nature whether by way of set off (legal, equitable or otherwise), counterclaim or otherwise from any amount you owe us. Any default in payment shall make all money payable by you to us immediately due and we may withhold delivery of Goods and/or provision of Services until you provide payment of all money payable by you to us.

**3. RISK, DELIVERY AND INSURANCE**

Delivery of the Goods shall be deemed to occur when the Goods are delivered to the Purchaser or Purchaser's premises by the Company or its agent at the location specified by the Purchaser, or when the Purchaser or any employee or agent of the purchaser takes possession of the Goods, whichever occurs first.

The Company will make every effort to ensure delivery of Goods is on time but will not be liable for any loss or damage, including (without limitation) consequential loss arising in any way from any delay in delivery.

While the goods continue to secure the Purchaser's Indebtedness and Obligations (as such term is defined in clause 8(a)), the Purchaser must keep the goods insured in the names of Dove and the Purchaser for their respective rights and interest and must produce to Dove, upon demand, such evidence as Dove may require to confirm the existence of such insurance. If the Purchaser defaults in complying with its obligations under this clause, Dove may insure the goods and the cost of effecting such insurance must be paid by the Purchaser to Dove upon demand.

**4. DAMAGE, DEFECTS & LOSS IN TRANSIT**

Complaints and claims must be made in writing to the Company by the Purchaser within forty-eight hours of delivery. Failure to obtain a receipt for goods delivered shall not be proof of non-delivery, short delivery or of any defect. The Company has the right in its discretion in respect of any accepted claim to replace the goods or to credit the appropriate portion of the purchase price thereby fully discharging all its legal liabilities. The Company is not liable for any loss, direct or indirect, or consequential, attributable to defective goods except to the amount of the price for those goods as sold to the Customer. Claims for loss in transit must be made under Part 5, Subpart 1 of the Contract and Commercial Law Act 2017.

**5. PAYMENT TERMS**

Where the Company has agreed to extend credit to the Purchaser, payment is due on the 20<sup>th</sup> of the month following delivery unless varied in writing by the Company. Payment by cheque or by any type of bank transfer will not be considered payment until the payment has been fully cleared through the banking system into the Company's bank account. If payment is not made in full by the due date the Company is entitled to charge the Purchaser interest on the unpaid overdue balance at the rate of 1.5% per month from due date. Goods purchased on cash accounts are to be paid in full prior to goods leaving the Companies premises. You indemnify us for and agree to pay, on demand, all costs we incur (including legal costs on a solicitor-client basis and debt collection costs) in the recovery or attempted recovery of unpaid moneys and/or the enforcement of these Terms or the Security Interest contained in these Terms.

Credit shall cease:

- Where any money owing by the Purchaser to the Company is not paid on its due date.
- The Purchaser being a Company, any grounds for winding up shall exist or a receiver shall be appointed.
- The Purchaser being an individual shall do anything which would support a petition for Bankruptcy.
- The Purchaser being a partnership shall or any one of the partnership shall do anything which would support a petition for bankruptcy.
- For any reason which the Company, at its sole discretion, deems appropriate.

**6. GOODS RETURNED FOR CREDIT**

The acceptance of goods for credit shall be at the sole discretion of the Company and a 15% or \$30.00 re-stocking fee shall apply, whichever is the greater. Goods accepted for credit on return shall be returned free of all charges (freight, insurance, taxes and duties) and be accompanied by the relevant packing slip or invoice number and in the original (and undamaged) packaging and with all relevant manuals and in a saleable condition.

**7. TITLE**

Property and ownership in Goods will not pass to the Purchaser but will remain in the Company until the Company receives payment in full of the purchase price of the Goods and all other amounts owing to the Company from the Purchaser.

The Purchaser acknowledges that they hold possession of the goods in trust for the Company as the beneficial owner. The Purchaser shall store the goods on their premises in such a manner as to make them readily identifiable as belonging to the Company.

If any such goods are sold by the Purchaser prior to payment or shall have become constituents of or in any other way incorporated into any other goods, then the proceeds of such sale therefore or and/or such other goods shall be the property of the Company and held on trust for the Company and shall be kept separate and identified as such and delivered to the Company on demand.

The purchaser irrevocably authorises the Company, where the purchaser is in default, to enter at any time (with such reasonable force as may be necessary), onto any place where the goods are situated or thought to be situated and to repossess and resell such goods and to retain the proceeds. Sections 108 and 120(1) of the Personal Property Securities Act 1999 (PPSA) do not apply to the extent that they are inconsistent with this clause.

**8. SECURITY INTEREST**

(a) The Purchaser grants to Dove a security interest in the goods as security for payment of the Contract Price and all other monies payable from time to time to Dove by the Purchaser, and for the performance by the Purchaser of all the Purchaser's other obligations from time to time to Dove, (together the "Purchaser's Indebtedness and Obligations"). For the purposes of section 36(1)(b) PPSA, and to ensure maximum benefit and protection for Dove by virtue of section 36(1)(b)(iii) of the PPSA, the Purchaser confirms and agrees that the Purchaser intends to and does grant to Dove, as security for the Purchaser's Indebtedness and Obligations, a security interest in all of the Purchaser's present and after-acquired property except only for any such property which is or comprises items or kinds of personal property ("Excepted Property"); in or to which the Purchaser has rights; and which has not been supplied by Dove to the Purchaser, other than any Excepted Property which is or comprises proceeds of any of that present and after-acquired property which has been supplied by Dove to the Purchaser.

(b) The Purchaser agrees to do anything that Dove requires to ensure that Dove has a perfected security interest and (if applicable) a purchase money security interest in the goods.

(c) Dove may allocate all amounts received from the Purchaser in any manner it determines including any manner required to preserve any purchase money security interest in the goods.

(d) While the goods continue to secure the Purchaser's Indebtedness and Obligations, the Purchaser must store the goods separately and clearly identify the goods as being subject to Dove's security interest.

(e) The Purchaser agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to this contract, or the security under this contract, and waives the Purchaser's rights under section's 116, 120(2), 121, 125-127, 129, 131 and 132 of the PPSA.

(f) The Purchaser waives the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest under this contract.

(g) The Purchaser must advise Dove immediately if the Purchaser commits any of the acts specified in clause 5 or of any action by third parties (including any of its creditors) affecting Dove's security interest in the goods.

(h) We may issue proceedings to recover payment for the Goods notwithstanding that ownership of the Goods may not have passed to you.

**9. GOODS ON APPROVAL**

Goods supplied "on approval" will be supplied at the Company's discretion only and with a valid Customer order number. All goods supplied "on approval" shall be returned to the Company on demand. Where goods have not been returned upon demand an Invoice will be generated. Goods supplied "on approval" shall be subject to the conditions as to risk (ante).

**10. WARRANTIES**

If you are in trade and are acquiring the Goods for business purposes, the guarantees under the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply. Unless you have rights under the Consumer Guarantees Act 1993 or other legislation, which cannot be excluded or limited, there are no warranties express or implied. This disclaimer includes implied warranties as to merchantability and fitness for a particular purpose.

We are not liable to you for any loss or damage arising from delay or failure to perform our obligations due to any matter beyond our reasonable control nor any loss or damage caused or contributed to by you (including where, in our opinion, the Good has been misused or used incorrectly, static sensitive devices have been tampered with or where the Goods was supplied in anti-static protective packaging but not returned in such packaging).

Your sole remedy against us shall be limited to breach of contract and the extent of any such liability shall be limited, at our option, to refund of the price you paid for the Goods under warranty or repair or replacement of the Goods under warranty. If the breach relates to Services the extent of any such liability shall be limited, at our option, to supplying the Services again, payment of the cost of having the services supplied again, or refund of the price you paid for the particular defective Services. We will not, in any case, be liable for any other losses or damages whether general, exemplary, punitive, direct, indirect or consequential, including loss of business profits.

**11. SEVERABILITY**

If any provision or part of a provision of these conditions shall not be enforceable or might prejudice the application of the conditions relating to Ownership of the goods that provision or part shall be deemed deleted and the rest of these conditions shall remain in full force and effect.

**12. PERSONAL GUARANTEES**

Wherever the Purchaser is a limited liability company, each and every Director thereof shall enter into a personal indemnity and/or guarantee as required on the Credit Application form and such personal guarantee is to be read in conjunction herewith.

**13. PRIVACY ACT**

The Purchaser hereby accepts and agrees that as a Condition of Trade the Company may and is hereby authorised to seek and obtain information on the Purchaser from its Credit and other agencies and in the case of debtors to provide details of such to the Company's Credit and Debt Collection Agencies.

**14. GENERAL PROVISIONS**

These Terms apply to all transactions we have with you. If there is any inconsistency between these Terms and any order submitted by you or any other arrangement with us, these Terms prevail unless otherwise agreed by us in writing. These Terms are governed by, and shall be construed in accordance with, the laws of New Zealand. Both parties submit to the non-exclusive jurisdiction of the New Zealand Courts. We may review and change these Terms at any time and from time to time. Any such change will take effect from the date on which we notify you of the change. You consent to such future changes being made by updates on our website, and agree that such update shall constitute agreement by you to the amended terms.

Initials